



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, January 29, 2018, 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. SINGING 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. Kingsville Municipal Heritage Advisory Committee-Dr. Lydia Miljan, Chair--
Presentation recommending designation under the Ontario Heritage Act
of 1422 Road 3 East as a property of heritage value**

1

SEE: Research Report, Statement of Significance, Evaluation Sheet, and Letter of consent of property owners dated January 2, 2018

Recommended Action

Council receive correspondence from property owners dated January 2, 2018 consenting to have the property municipally known as 1422 Road 3 East designated by the Town of Kingsville as a heritage building under the *Ontario Heritage Act*, and further Council authorize publication of Notice of Intention to Designate

- 2. Michael Damm, 69 Road 11, spokesperson on behalf of certain Road 11
Residents**

33

Request dated January 15, 2018 RE: Road 11 Waterworks Petition and

information on how the waterline will affect residents who live on Road 11
(SEE: Staff Report H-1)

3. **Richard Welker, 160 Road 5 West-Request dated January 16, 2018 RE: Road Repair Road 5 West, Drainage and conservation** 35

F. MATTERS SUBJECT TO NOTICE

1. **PUBLIC MEETING--Zoning By-law Amendment ZBA/22/17; Mastron Enterprises Ltd., 2100 Road 4 E, Part of Lot 24, Concession 4** 41

R. Brown, Manager of Planning and Development Services

i) Notice of Public Meeting, dated December 21, 2017;

ii) Notice of Rescheduled Public Meeting, dated January 16, 2018;

iii) Report of D. French, Interim Town Planner, dated January 19, 2018

iv) Proposed By-law 11-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Recommended Action

That Council approve zoning amendment application ZBA/22/17 to amend the zoning of the subject lands to a site-specific 'Agriculture Zone 1 Exception 61 (A1-61)' classification which will deem the two subject parcels to be a single lot or parcel of land for zoning purposes, and adopt the implementing by-law.

G. AMENDMENTS TO THE AGENDA

H. STAFF REPORTS

1. **2018 Road 11 Water Works Petition** 51

K. Girard, Manager of Municipal Services

Recommended Action

That Council:

1. Authorize Municipal Services to retain RC Spencer to prepare the engineer's report for the benefitting property owners' consideration;
2. Approve funding of fire suppression in the amount of \$35,000; and
3. Direct Administration to assess benefitting vacant land 50% upon installation and the remaining balance (50%) upon water service connection in accordance with historical practice.

2. **Development Charges – Revised By-law** 67

R. McLeod, Acting Treasurer

Recommended Action

That Council approves Bylaw 1-2018 to establish development charges in the Town of Kingsville for the period from January 30, 2018 – January 29, 2023.

3. **Agreement with County Of Essex (Windsor-Essex Emergency Medical Services)** 83

Chuck Parsons, Fire Chief.

Recommended Action

That Council approves the lease agreement between the Town of Kingsville and the County of Essex (Windsor-Essex Emergency Medical Services) and authorizes Mayor Santos and Jennifer Astrologo to sign the aforementioned agreement.

4. **Tiered Response Agreement** 93

Chuck Parsons, Fire Chief

Recommended Action

That Council approves the Medical Tiered Response Agreement between the Corporation of the Town of Kingsville (Fire Department) and Essex-Windsor E.M.S. and authorizes Mayor Santos to sign the aforementioned agreement.

5. **Artisan Alley Summary** 107

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council receives the information as requested under resolution 703-2017 regarding the Artisan Alley project.

6. **Waiver of fees request** 112

M. Durocher, Parks and Recreation Programs Manager

Recommended Action

That organizations looking to receive a waiver of fees for use of Town owned facilities be directed to utilize the Town of Kingsville Community Grant Application, and furthermore that these organizations fulfil the requirements as outlined in the grant process.

7. **Queen Valley Development Agreement (Porrone Lands) Pt. Lot 11, Concession 2, ED and Pt. Road Allowance between Conc. 1 and 2, Pt. 1, 2 3 and 4 RP 12R-25761** 123

R. Brown, Manager of Planning and Development Services

Recommended Action

That Council approve the attached development agreement for the Queen Valley Subdivision in the community of Ruthven for a 130 lot residential subdivision and authorize the Mayor and Clerk to sign the agreement and direct administration to have the agreement registered on title; and further that Council deny the applicant's request for a foregoing or reduction in the required cash-in-lieu of parkland dedication payment.

I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. **Municipality of Leamington- Copy of Report to Leamington Council of Director R. Orton RE: Dedicated Gas Tax Funds for Public Transportation Program, and copy of Kingsville endorsement for the 2016/17 year** 154

Recommended Action

That Council of The Corporation of the Town of Kingsville endorse the Municipality of Leamington to act in the capacity of host community for the 2017/2018 Dedicated Gas Tax Funds for Public Transportation Program

2. **The Hospice of Windsor and Essex County-Correspondence received January 19, 2018 from Executive Director Carol Derbyshire RE: Request for support/donation** 157

Recommended Action

Council consider request of Carol Derbyshire, Executive Director of The Hospice of Windsor and Essex County for hospice donation

J. MINUTES OF THE PREVIOUS MEETINGS

1. **Special Meeting of Council--December 20, 2017** 159
2. **Regular Meeting of Council--January 8, 2018** 162
3. **Regular "Closed Session" Meeting of Council--January 8, 2018**
4. **Special Meeting of Council (Budget #1)--January 16, 2018** 178

Recommended Action

That Council adopt Special Meeting of Council Minutes dated December 20, 2017, Regular Meeting of Council Minutes dated January 8, 2018, Regular 'Closed Session' Meeting of Council Minutes dated January 8, 2018 and Special Meeting of Council Minutes dated January 16, 2018

K. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. **Planning Advisory Committee--October 17, 2017** 192

Recommended Action

That Council receive Planning Advisory Committee Meeting Minutes,

dated October 17, 2017

L. BUSINESS CORRESPONDENCE - INFORMATIONAL

- | | | |
|----|---|-----|
| 1. | Ontario Good Roads Association--Correspondence dated January 17, 2018 RE: OGRA requests Support for Municipal Class Environmental Assessment (MCEA) process | 196 |
| 2. | Ontario Municipal Board--Notice of Prehearing Conference-Case No. PL171077 (1552843 Ontario Ltd. v. Kingsville;169 Prince Albert St. North) | 199 |
| 3. | Town of Amherstburg--Correspondence dated January 16, 2018 RE: Tax Changes Proposed by the Federal Liberal Government | 210 |
| 4. | Town of Amherstburg--Correspondence dated January 16, 2018 RE: Proposed Changes to the Cannabis Act (Bill C-45) | 212 |
| 5. | Town of Lakeshore--Correspondence dated January 16, 2018 RE: Allocate Infrastructure Funding Dedicated to Municipalities for Storm Water Management and Drainage Improvements | 215 |
| 6. | Town of Lakeshore--Correspondence dated January 22, 2018 RE: Population Growth Projections | 217 |
| 7. | Town of Lakeshore--Correspondence dated January 22, 2018 RE: Marijuana Tax Revenue | 219 |
| 8. | Ontario Municipal Fire Prevention Officers Association--RE: OMFPOA Symposium and Conference--Request dated January 12, 2018 for support through an advertisement | 221 |

Recommended Action

That Council receive Business Correspondence Informational items 1-8.

M. NOTICES OF MOTION

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

O. BYLAWS

- | | | |
|----|--|-----|
| 1. | By-law 1-2018 | 223 |
| | Being a by-law for the imposition of development charges | |
| | To be read a first, second and third and final time. | |
| 2. | By-law 6-2018 | 237 |
| | Being a By-law to amend By-law 21-2005, as amended, being a By-law to Regulate Traffic and Parking on Highways within the Town of Kingsville | |
| | To be read a first, second and third and final time | |

3. **By-law 11-2018** 239
- Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/22/17)
- To be read a first, second and third and final time.
4. **By-law 12-2018** 241
- Being a By-law to provide for an Interim Tax Levy and to provide for the Payment of Taxes
- To be read a first, second and third and final time
5. **By-law 13-2018** 244
- Being a By-law to amend By-law 1-2015, being a By-law to appoint certain members of Council and individuals to boards and committees
- To be read a first, second and third and final time.
6. **By-law 14-2018** 245
- Being a by-law authorizing the entering into of an agreement with Windsor/Essex County Humane Society (stray cats)
- To be read a first, second and third and final time
7. **By-law 16-2018** 247
- Being a by-law to authorize the entering into of an Animal Control and Pound Services Agreement with The Corporation of the Municipality of Leamington and with Essex County K9 Services
- To be read a first, second and third and final time.
8. **By-law 20-2018** 258
- Being a by-law to appoint by-law enforcement officers for purposes of the Dog Owners' Liability Act
- To be read a first, second and third and final time.
9. **By-law 21-2018** 259
- Being a by-law authorizing the entering into of a Lease Agreement between The Corporation of the Town of Kingsville and The Corporation of the County of Essex for an Emergency Medical Services Station
- To be read a first, second and third and final time.

P. CONFIRMATORY BY-LAW

1. **By-law 22-2018** 268

Being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 29, 2018 Regular Meeting

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

Q. ADJOURNMENT

The John S. Bruner House

1422 Road 3 East, Ruthven, ON N0P 2G0

Research Report

Chain of Ownership

CHAIN OF OWNERSHIP							
CON 3 ED pt Lot 8 (SE)				1422 Road 3 East			
Instr #	Type	Date	Registered	From	To	Price	Description/Remarks
	Patent		29 Mar 1806		Henry Brooner		Lot No. 8 - 200 acres
G 313	Will	27 Oct 1857	10 Nov 1859	Henry Bruner	see Will of		
G 5706	Agreement	7 Feb 1884	28 Mar 1884	John S. Bruner	Peter Bruner	\$250 yearly	Con 3 S ½ Lot 8 - 100 acres \$250 yearly support and maintenance
G 5707	Deed	7 Feb 1884	28 Mar 1884	Peter & Jane Bruner	John Bruner	\$2000	Con 3 S ½ Lot 8 - 100 acres
GS 2955	Deed	18 Feb 1903	25 Feb 1903	John S Bruner	Catherine E Bruner	\$1000 love & affection	E ½ S ½ Lot 8 - 50 acres
GS 3411	Probate	x May 1905	3 Oct 1905	Catherine E Bruner	see Will of		
GS 3626	Deed	28 Dec 1906	5 Jan 1907	Gladys Patterson	Guernsey Bruner	\$2100	E 20 acres of SE 1/4 Lot 8
GS 3674	Deed	22 Mar 1907	25 Mar 1907	John S Bruner	Guernsey Bruner	\$1 love & affection	W ½ S ½ SE Lot 8 - 50 acres
GS 4241	Deed	4 Jun 1910	8 Jun 1910	Eva B Bruner	Guernsey Bruner	\$2000	pt of SE corner of Lot 8 - 30 acres remainder after life estate of John S Bruner
GS 6097	Agreement	22 Mar 1907	21 Nov 1919	Guernsey Bruner	John S Bruner	natural love & affection with covenants	life estate - 50 acres
GS 8800	Will	7 Jul 1935	17 Jul 1935	Guernsey Bruner	see Will of		
GS 8889	Certified	18 Nov 1935	27 Nov 1935	re: succession duty			

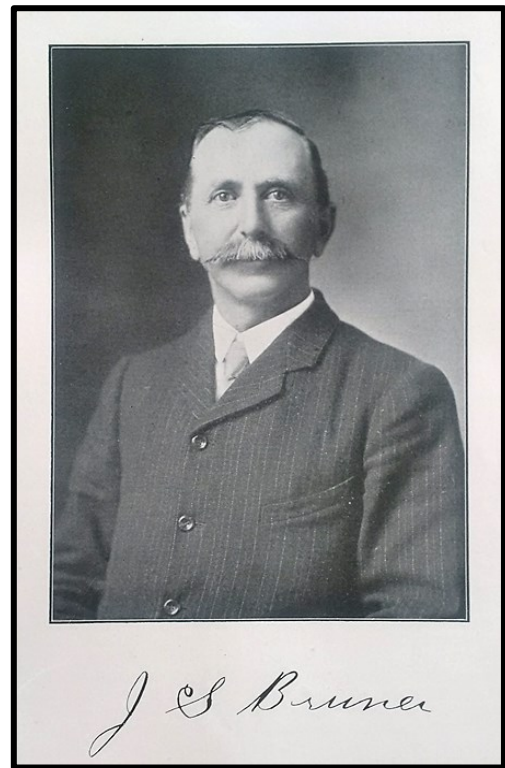
Association with Person

John Sylvester Bruner (1852-1910)

John S. Bruner was a man of many accomplishments. He was one of the leading citizens of Kingsville (Gosfield South), descended from one of the “oldest and most honourable families”¹ in Essex County. Mr. Bruner was a first-class business man, a good neighbor, an indulgent husband and father, a good citizen, and a faithful and zealous member of the Baptist church.²

John S. Bruner was born in the “old stone mansion” on the Bruner property, Gosfield South, on April 5, 1852, one of four children.³ He was the son of Peter Bruner and Maria Jane Upcott and grandson of the Reverend Henry Bruner and Elizabeth Ulch.

Early German immigration to Essex County



German immigration to Canada included a wave of Pacifists and United Empire Loyalists⁴, generated by the American Revolution 1765 - 1783,⁵ when approximately 8,000 Germans migrated to Upper Canada (southern Ontario). Some were Pacifists;⁶ others had fought with the British during the Revolutionary War. They left when the Pennsylvania Assembly passed legislation that made their loyalty to the Crown the basis for the crime of treason.⁷

A group of German settlers made a long and arduous journey from northeastern Pennsylvania to Fort Niagara. Some received land grants in the Niagara area, but a few of the Pennsylvanians drifted to other localities, among them Detroit,^{8,9} from which they waited for grants of land in Gosfield South and other points in Essex County.¹⁰

¹ *Commemorative Biographical Record of the County of Essex, Ontario*, (Toronto: J.H. Beers & Co., 1905), p. 156.

² “John S. Bruner,” *Leamington Post*, July 21, 1910.

³ *Commemorative Biographical Record of the County of Essex, Ontario*, p. 156.

⁴ Each Loyalist, head of a family and each son and daughter when they attained the age of 21 or married, was entitled to 200 acres of land, and the privilege, now treasured by their descendants, of employing the letters “U.E.” after their names to indicate their adherence to the principle of Unity of Empire.

⁵ “German Canadians,” [http://www.thecanadianencyclopedia.ca/en/article/german-canadians/Emigration and Settlement](http://www.thecanadianencyclopedia.ca/en/article/german-canadians/Emigration%20and%20Settlement)

⁶ David P. Bottsford, C.M. “*At the End of the Trail: A Collection of Anecdotal Histories Relating to the District Surrounding the Canadian End of the Great Sauk Trail in Anderdon, Amherstburg and Malden, Essex County, Ontario*,” (Windsor Print & Litho Ltd., 1985), p. 90.

⁷ “German Canadians,” [http://www.thecanadianencyclopedia.ca/en/article/german-canadians/Emigration and Settlement](http://www.thecanadianencyclopedia.ca/en/article/german-canadians/Emigration%20and%20Settlement)

⁸ Wilbur H. Siebert, *The Loyalists of Pennsylvania*, The Ohio State University Bulletin, Volume XXIV, Number 23, (University of Columbus, April 1, 1920), p.21.

⁹ Detroit remained in British hands for some years after the Revolution.

¹⁰ Kingsville-Gosfield Historical Society, *Kingsville 1790 - 2000, A Stroll Through Time*. (Kingsville-Gosfield Historical Society, 2003), pp. 5 - 6.

Each arrival to Detroit was furnished with a “location ticket” consecutively numbered, but these tickets were practically valueless until surveys of unoccupied lands were complete.¹¹ To assist in the settlement of the Loyalists, a Land Board was set up at Detroit to examine the Loyalist claims and to allocate the lots they were entitled to on the strength of their “location tickets”.¹²

It was determined early that the Loyalists would be settled on what is now the Canadian side of the Detroit River, in anticipation of the time when certain British-held military posts on the Detroit side of the border would have to be surrendered to the Americans.¹³ There were many delays — the cession of land by the “Indians” had to precede a survey, and the survey of unoccupied lands itself took time. The Land Board, before it was dissolved in 1794, succeeded in locating several hundred Loyalists along the Thames River in Kent County and in the “two Connected Townships,” the townships of Gosfield and Colchester in Essex County.¹⁴

The Bruners first emigrated from Ostend, Germany to Pennsylvania. From Pennsylvania, some (Brunners) went to live near Elmira, Ontario and some (Brunners/Bruners) came to the Olinda and Cedar Creek areas.

The Bruner Family in Essex County

John S. Bruner’s grandfather, the Reverend Henry Bruner was born October 30, 1785 in Pennsylvania, USA.¹⁵ He was a Baptist minister a farmer, a pacifist, and a United Empire Loyalist – one of the area's "first settlers" who arrived via Detroit with his mother in the late 1700s.

George, Adam, and Henry Bruner accompanied their widowed mother and lived for a time on Grosse Ile, an island in the Detroit River on the American side of the river. When their mother married a Mr. Tofflemire, the family moved to Cedar Creek, where the boys were raised.¹⁶

Henry Bruner petitioned for land when he became of age and received 200 acres by Crown Grant in 1806 in Lot 8, Concession 3, Gosfield Township. The land was heavily wooded and proved very wet, requiring much drainage. Wolves were a menace to the farmer’s stock and killed his first cow.¹⁷ In addition to clearing his land and cultivating it, Henry Bruner officiated as a minister of the Baptist Church, and much of his time was devoted to work pertaining to his spiritual calling. He lived and died in the double log house he built on his property.¹⁸

The Reverend Henry Bruner married Elizabeth Ulch and had either ten or twelve children (depending on the source relied upon), born between 1809 and 1829. The children were Mary,

¹¹ David P. Bottsford, C.M., *op. cit.* p., 90.

¹² *Ibid.*, p. 90.

¹³ It was with considerable vexation that the Detroit Loyalists learned, in 1794, of the terms of the Jay Treaty which provided for the British evacuation of Detroit and the other Great Lakes Posts. The date of the change-over was to be July, 1796.

¹⁴ Under the regional government system, created under Ontario premier Bill Davis in 1974, these Townships became the Municipalities of Kingsville and Essex, respectively.

¹⁵ *Commemorative Biographical Record of the County of Essex, Ontario*, p.156.

¹⁶ *Ibid.*, p. 501-502.

¹⁷ *Ibid.*, p. 156.

¹⁸ *Ibid.*

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To His Excellency Peter Hunter Esquire Lieutenant Governor
of the Province of Upper Canada &c &c &c.

In Council

The Petition of Henry Brooner of the Township of Gofffield in
the County of Essex and Western District of the Province of
Upper Canada
Petitioner.

Humbly Sheweth

That your Petitioner has been twenty one years in the Province, taken
the oath of allegiance is twenty one years of age and has no family,
and has Property in the province to the amount of Fifty pounds
Province currency consisting of one York Oxen one Horse with the
necessary Utensils. That he is desirous to occupy and improve a vacant
Lot N^o 8 in the 3^d Concession in Gofffield of the Crown, that he is
prepared and undertakes, in case his Petition should be favorably
answered to pay within three days from the date of the order of
Council into the hands of His Majesty's Receiver General of this Province
as well the whole of the Fees allowed by His Majesty to be charged
on the Patent that is to issue, as the fees of Survey, and Ground.
Petitioner will within the same period produce to the Clerk of the
Council the Receiver General's Receipt for such Fees, and your Petitioner
craves leave to nominate Matthew Elliott Esquire of the Township of
Malden his Agent for executing such Deed, and undertakes that
the said Matthew Elliott Esq^r shall attend the secretary of the
Province within twenty one days from the date of the order
of Council and take such such Deed.

Wherefore your Petitioner prays that your Excellency may
be pleased to grant him two Hundred Acres of the waste Lands of the
Crown.

Henry Brooner

Malden 29th May 1803-

Recommended by me. // Elliott

Barbara, Judith, Adam, Ann, Jacob, Peter, Ruth, Margaret, Susannah, William and Thomas. Reverend Henry Bruner later had two more wives: "the widow" Tron and "the widow" Moody.

John S. Bruner's father, Peter Bruner, was born August 2, 1819 on the farm. He assisted in much of the farm's clearing, and received a share of the property which he farmed all his life, living to see the whole farm under cultivation.¹⁹ Peter Bruner married Jane Upcott of Olinda, and together they had four children: Maria Annie, Ozias, Philetus and John S. Bruner.²⁰ Politically, Peter Bruner was a Reformer. In church affairs, he was a Baptist who took a very prominent part in the work of his church, giving liberally to its various charities and missions. In material affairs, he was a very successful man.

John S. Bruner was born on the family farm on April 5, 1852, in the family's "old stone mansion". As an adult, he came into possession of 100 acres of land, eventually buying his brother's 100 acres of land and taking on his father's share of 200 acres, for a total of 400 acres.²¹

In Canada, only southern Ontario and British Columbia are capable of large-scale production of tender fruit which includes peaches and nectarines, pears, sweet and sour cherries, plums and apricots. There are two major tender fruit areas in Ontario. The Niagara Peninsula below the Niagara Escarpment is Ontario's largest fruit-growing area. The second area is Essex and Kent counties, which have the longest growing season in Ontario.²² John S. Bruner first became interested in the fruit industry in 1888 and pursued it, eventually becoming one of the most extensive fruit growers of the country.²³ Fine peaches from his thirty-acre peach orchard at Elm Bluff Fruit Farm were his specialty. He also grew apples, plums, pears and other fruit. He also raised tobacco.

Assessment records from 1888 reveal that John S. Bruner's farm also included 26 cattle, 12 sheep, 30 hogs,²⁴ 10 horses, 7 acres of orchard and garden, 30 acres of fall wheat under cultivation and 60 acres of woodland. His son Guranzey was engaged with his father in operating the home farm.²⁵ After his father died, he, too, became one of the most successful farmers of the district.²⁶

Bruner was one of the organizers of the Erie Tobacco Company founded in 1900,²⁷ acted as its manager and was elected its President.²⁸ The tobacco factory occupied nearly 22,000 square feet on three floors, employed fifty people when running at full capacity and initially turned out 1,200 pounds of chewing tobacco daily.²⁹

¹⁹ Ibid.

²⁰ *Commemorative Biographical Record*, op.cit., p.156.

²¹ Ibid.,156.

²² John Gardner, OMAFRA Factsheet: *What You Should Know About Fruit Production in Ontario*, 04-045

²³ *Commemorative Biographical Record*, p. 157.

²⁴ In 1895, he lost 34 hogs to hog cholera. *The Windsor Evening Record*, December 19, 1895.

²⁵ *Commemorative Biographical Record*, p. 156.

²⁶ Geranzey [sic.] C. Bruner obituary, *Leamington Post*, June 6, 1935.

²⁷ Ron Brown, *The Lake Erie Shore: Ontario's Forgotten South Coast*, (Toronto: Dundurn Press, 2009), p.109.

²⁸ "Patrons of Industry" *The Essex Free Press*, February 15, 1895, p. 1.

²⁹ "Erie Tobacco Co.'s Works: A Short Description of Another of Kingsville's Manufacturing Institutions," *The Kingsville Reporter*, July 12, 1900, p. 4.

In 1895, Bruner was elected President of the Essex County Patrons of Industry at the group's annual meeting at Temperance Hall, Essex, Ontario.³⁰ The Patrons of Industry was dedicated to upholding and encouraging the moral, social, intellectual, political and financial situation of farmers and to preserve the way of life that existed in farming communities in the late nineteenth century against encroaching industrialization. It cooperated with the urban labour movement to address the political frustrations of both groups with big business. The Patrons ran candidates in the 1894 Ontario provincial election.

Bruner also had fishing interests, "stakes", in Lake Erie.³¹ In 1902, displayed in Doan's Drug Store window, was a herring caught by Mr. Bruner which was the largest ever caught in the area at 5¼ pounds and 22½ inches in length.³² There are other interesting mentions of Mr. Bruner in newspapers of the time. For example, in 1897, he was paid \$4 to "watch" the beach at Cedar Creek³³.

Private Life:



Catherine E. Stewart

John S. Bruner married Catherine E. Stewart on March 2, 1873 in Leamington, Ontario.³⁴ The groom was 21 years old and the bride was 18 years old.

Catherine Stewart also came from a prominent local family. She was the youngest daughter of Charles Stewart, Jr. and Mary Whittle, natives of Pennsylvania and Essex County respectively. They owned a large tract of land west of Division Road, Kingsville. In 1835, Stewart, Phillip Fox, and Thomas Whittle had also established a settlement on the Mersea-Gosfield Townline (Albuna Townline or Hwy. 31) at a small clearing on the Ridge.³⁵ Charles Stewart Jr. died at the home of his daughter, Catherine Bruner in 1893, aged ninety-three.³⁶

³⁰ *The Essex Free Press*, February 5, 1895.

³¹ *Amherstburg Echo*, December 26, 1902, p.1.

³² *Amherstburg Echo*, December 9, 1902

³³ *The Essex Free Press*, June 11, 1897, p.6.

³⁴ Marriage Records of Essex County, 1863.

³⁵ *Commemorative Biographical Record of the County of Essex, Ontario*, p. 156.

³⁶ Ibid.

MARRIAGES.

BRIDEGROOM.

BRIDE.

	GENERAL No.	GENERAL No.	GENERAL No.
His Name.	John Thompson	John T Bruner	Peter Woodhatch
Age.	43	21	26
Residence when Married.	Mersia	Gosfield	Wallacuburg
Place of Birth.	County of Durham England	Gosfield	Florence
Bachelor or Widower. (B. or W.)	B	B	B
Rank or Profession.	Farmer	Farmer	Farmer
Names of Parents.	Thomas and Mary Thompson	Peter and Jane Bruner	John and Ann Woodhatch
Her Name.	Eliza Ann Stewart	Catherine Stewart	Matilda Ann Robson
Age.	29	18	29
Residence when Married.	Mersia	Mersia	Mersia
Place of Birth.	Mersia	Mersia	Mersia
Spinster or Widow. (S. or W.)	S	S	S
Names of Parents.	Charles and Mary Stewart	Charles and Mary Stewart	James & Ann Robson
Names and Residences of Witnesses.	Isiah Black Francis Morell both of Mersia	George Mersunder Adeline Stewart Gosfield	George Robson James Robson Mersia
Date and Place of Marriage.	February 24 th 1873 Lamington	March 2 1873 Lamington	March 12 th 1873 Leawington
Religious Denomination of Bridegroom.	W. M	B.	C. E
Religious Denomination of Bride.	B	B	C. E
By whom Married.	J. A. Daugherty	C. E. Benson	J. A. Daugherty
By License or Banns. (L. or B.)	L.	L.	L.
Division.	Mersia	Mersia	Mersia
County.	Essex	Essex	Essex
REMARKS.			



From left: Guranzey, Mrs. Catherine Bruner, Mary, Peter, Gladys, Eva and John S. Bruner

The couple had six children: Mary Luella who married a dentist in Detroit, MI; Peter Charles who became a dentist in Vancouver, BC; Guranzey Carlisle, who worked with his father in operating the home farm and eventually took it over; Gladys Nellie and Eva Blanche who lived at home, and Gracie who died at 8 months of age.³⁷ Both Peter and Guranzey attended business college in “the Maple City”, Chatham, Ontario.³⁸

John S. Bruner was a Forester³⁹ and an Oddfellow⁴⁰, belonging to the lodges at Ruthven. Politically, he was independent.

The Bruners were members of the Leamington Baptist Church.⁴¹

In 1905, Mrs. Bruner died at the age of 49 years.⁴² Two years later, in 1907, Mr. Bruner married Mrs. Eva Felt of Belleville, Michigan.⁴³ In 1910, at the age of 58 years, Mr. Bruner passed away in a Detroit hospital.

*Ruthven United Cemetery
Talbot Street W. & Albuna Town Line,
Ruthven, ON*



³⁷ *Commemorative Biographical Record of the County of Essex, Ontario*, p.157.

³⁸ *The Windsor Evening Record*, December 19, 1895.

³⁹ Philanthropy and virtue featured prominently in the principles and ritual of the Society. “The object of Forestry is to unite the virtuous and good in all sects and denominations of man in the sacred bonds of brotherhood so that while wandering through the Forest of this World they may render mutual aid and assistance to each other”.

⁴⁰ In addition to fraternal and recreational activities, the Independent Order of Odd Fellows promotes the ethic of reciprocity and charity, by implied inspiration of Judeo-Christian ethics.

⁴¹ *Commemorative Biographical Record of the County of Essex, Ontario*, p.156

⁴² Grave marker, Ruthven United Cemetery, Ruthven, ON

⁴³ “Married at Belleville, Mich.,” *Kingsville Reporter*, October 17, 1907, p.1.

[illegible]

The John S. Bruner House

The John S. Bruner House is a 3-storey French Second Empire brick dwelling built in 1888. The house is set very far back from the road with a dramatic approach accented by hedges lining both sides of the driveway.

The house features a raised, carved-fieldstone foundation typical to the Kingsville vernacular, tall windows in singles, pairs and triples, a Mansard roof, a side verandah and a coach house. The house is built with tile bricks from the Broadwell Brick and Tile Yard, formerly located on Division St. N., Kingsville.

The house originally consisted of 32 rooms.⁴⁴ The original house survives largely intact, although altered somewhat in floor plan and appearance. For example, a hallway door has been blocked, windows which used to open have been replaced with fixed glass, extremely ornate wooden porches are gone and some of the graceful wrought iron roof trim has been lost.

The home was surrounded by lawns and gardens which, according to one reporter, grew “still more attractive” each year.⁴⁵



⁴⁴ Census of Canada, 1891.

⁴⁵ *Commemorative Biographical Record of the County of Essex, Ontario*, p.156.



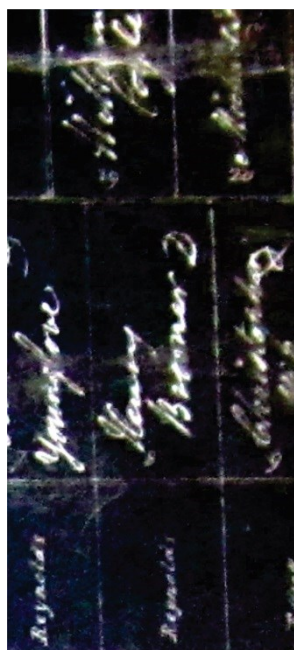
View of the John S. Bruner House from the road – this dramatic and impressive view is from approximately half way down the tree-lined driveway.



John S. Bruner House, as built, with the Bruner family sitting on the front porch and lawn



Same view of the John S. Bruner House today

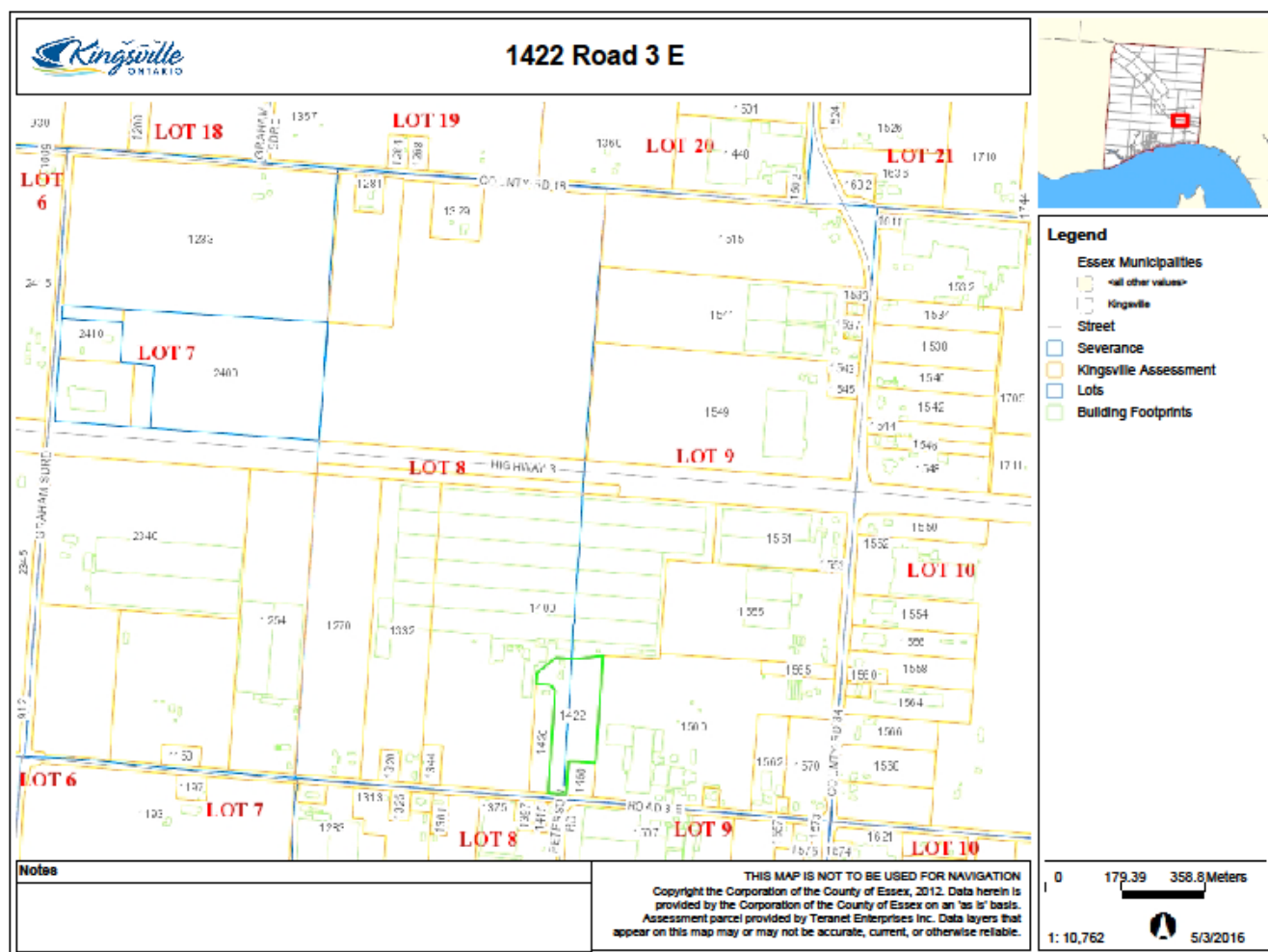


Early maps

Far left: Smith map, 1805

Left: Walling map, 1877

Below: Current map showing the Bruner property outlined in green



The John S. Bruner house was built in 1888, a fact confirmed by the date carved in the keystone over the front door. This keystone is also inscribed “J.S.B.” and decorated with a hand and finger pointed upward. keystones over the side windows are carved with calla lily flowers in pots.



Left: Keystone over the front door. Symbolism of the pointing hand: it is commonly found on Victorian tombstones whose messages conveyed in stone will, in theory, be eternal and mark an individual's life on earth. In the Christian tradition, a hand with the index finger pointing upward symbolized the hope of heaven, the pathway of ascension into heaven, heavenly reward of the righteous, and confirmation of life after death.

The triangles on the sleeve represent aspiration, the struggle to climb to the top and achieve one's earthly ambition or heavenly ascent. Eternity. The symbolism of this shape is always associated with its three sides, signifying a variety of triads such as birth, life and death; heaven, earth and human; mind, body and soul; body, soul and spirit. In the Christian tradition, the triangle represents Faith, Hope and Charity, and the Holy Trinity of Father, Son and Holy Ghost.



Left: Keystone over side window. A symbol reminiscent of the Victorian era, the calla lily represents majestic beauty and is often used to represent marriage or resurrection. The use of lilies at funerals symbolizes the restored innocence of the soul at death.

In many paintings and other works of art throughout history, the calla lily has been depicted with the Virgin Mary or Angel of Annunciation. For this reason, it has been associated with holiness, faith and purity. Additionally, as the flowers blossom in spring, they have become symbols of youth and rebirth.

The John S. Bruner family moved into the house, along with two additional extended family members and two “domestics.”⁴⁶ According to a local newspaper at the time, the “commodious three-storey residence would do credit to a city,” and was “vastly comfortable, being supplied with modern conveniences, furnace heat and running water.”⁴⁷

⁴⁶ Census of Canada, 1891.

⁴⁷ “Sketches of Early Settlers,” *Leamington Post*, July 18, 1984, p.4.

The Second Empire Architectural Style

France's First Empire collapsed in 1815. The Second Empire was led by Napoléon III, nephew of Napoléon I, who restored the monarchy and reigned as Emperor from 1852 to 1870. The Second Empire architectural style originally flourished during this period.

The Second Empire style was born out of the optimistic and heady early years of Napoleon III's reign, when, buoyed by public support and economic prosperity, the new Emperor rebuilt Paris in a manner reflecting national and dynastic ambitions.⁴⁸ He undertook a major building campaign that transformed Paris into a city of grand boulevards and monumental buildings that were copied throughout Europe and the New World.⁴⁹

Second Empire is a rich, ornate and, at times, formidable style. The style borrows heavily from French historical precedents. Its most distinctive and its distinguishing feature is the mansard roof, a two-sloped, hipped roof based on a 16th century prototype. Its first appearance can be attributed to Pierre Lescot who built it in the 1550s as part of the Louvre. The feature had already been revived once in France in the late 1600s by French architect Francois Mansart [sic] who used the roof so often that it came to bear his name. It is said that the Mansard roof style originally resulted from a tax evasion scheme, resulting from the fact that French property owners were taxed by the number of floors in their building. Attic space was not classed as a floor. This style of roof allows for more usable space, gaining a full storey in the attic that was spacious, liveable – and tax free.⁵⁰

The Second Empire style quickly became the most popular and the official architectural style in France. From France, the style was soon exported to England, and across the pond to the United States. The style finally arrived in Canada largely via the U.S. but never achieved the same popularity here as in the U.S. In North America, because of the expense of designing buildings with all the elaborate detailing found in European examples, Second Empire was first taken up by wealthy businessmen for home construction. It was favoured because people wanted a style that was considered both fashionable and reflective of their cosmopolitan tastes.⁵¹ Also, the intangible qualities embodied by these large houses, such as stability, wealth, progress and power, were desirable associations for aspiring gentlemen.

In Canada, where its popularity peaked in the 1870s, there were variations of this style: while most public buildings were more closely French-inspired, Second Empire homes often borrowed from the Italianate and Gothic styles. This style is essentially urban; most Second Empire buildings recorded by the Canadian Inventory of Historic Buildings are located in cities and towns.⁵²

⁴⁸ Robert Mikel, *Ontario House Styles: The distinctive architecture of the province's 18th and 19th century homes*, (Toronto: James Lorimer & Company Ltd., 2004) p. 75

⁴⁹ <http://www.buffaloah.com/a/archsty/sec/>

⁵⁰ <http://oldhouseliving.com/2012/01/29/the-mansard-style/>

⁵¹ <http://www.ontarioarchitecture.com/Second.htm>

⁵² Cameron, Christina & Wright, Janet, *Canadian Historic Sites: Occasional Papers in Archaeology and History No. 24, Second Empire Style in Canadian Architecture, Second Empire for Canadian Houses*, (Last Updated: 2006-09-15) <http://parkscanadahistory.com/series/chs/24/chs24-1n.htm>

In its time, the Second Empire style was viewed as a contemporary "modern" style, rather than a revival style, since it was popular in France and North America simultaneously and its combined design elements did represent a new building form.⁵³ Beautiful ornamentation helped make the Second Empire style popular, but also may have helped push it into obscurity, as plainer building styles became more popular during the early 20th century.

Typical Second Empire features found in the John S. Bruner House

The John S. Bruner House is an imposing, Second Empire style house. It's a three-story square block, a simple box form. The overall composition of the house is formal and symmetrical.

Roof

One of the first things you notice about the house is the roof. In the Second Empire style, the roof of the house is in a Mansard hipped roof with its top surface spreading almost to the edges of the building in order to maximize the volume of space beneath it. The lower pitch is steeply-angled and finished with dichromatic, hexagonal-shaped slate shingles, including a stylized decorative floral pattern in differently-coloured tiles. The top, or attic floor, behind the roof would have been the dormitory for the servants.

At one time, the roof also had cast iron cresting embellishments at the roofline and on the top of balconies. These cast iron, Second Empire embellishments can be seen on the photograph of the John S. Bruner House as built (*see page 10*). Although still intact in some examples, this original cresting has often deteriorated and been removed as it was here. In some cases, such as this house, lightning rods were integrated into the cresting design, making the feature useful beyond its decorative features.



Bruner House's Mansard roof with 3 dormers

Windows

To provide light on the top floor, the Mansard roof is pierced with arched dormer windows decorated with large, curved hoods, *i.e.* molding projecting above the window to throw off rain. The decorative window surrounds, including the scrolls at either side of the base of the windows, are also common to the Second Empire style.

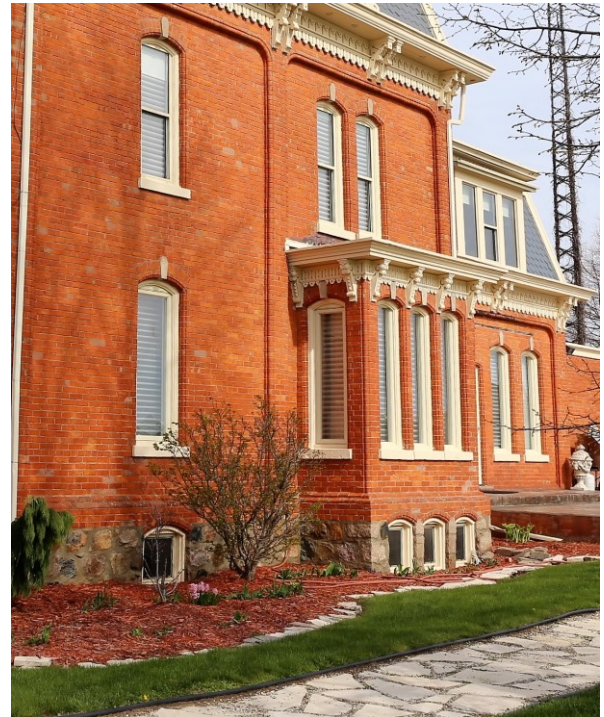


Three-sided bay windows are typical of the Second Empire Style.

⁵³ Pennsylvania Historical & Museum Commission,
<http://www.phmc.state.pa.us/portal/communities/architecture/styles/second-empire.html>

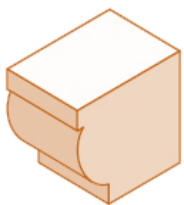


Inside view of one of the two front bay windows. Photo also shows coved ceiling.

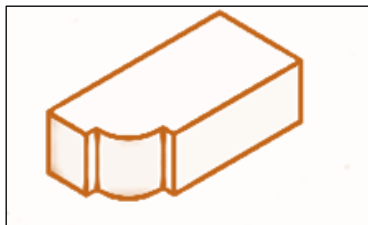


Above: First and second floor windows are very tall, one-over-one sash type, (some replaced by one fixed pane) segmentally-arched with carved stone keystones. The grouping of windows in twos or threes is a typical feature. Windows are flanked by brick trim which both accents the windows and breaks up the width of the walls.

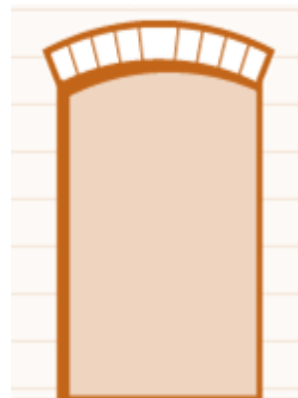
Some of the special bricks used in the Bruner House:



Corbel Pedestal brick



Single bullnose window reveal brick



Segmental arch (arch that is less than a semi-circle) with keystone



Entrance

Second Empire entrances are typically elevated above the grade by several steps and doors are typically double doors or an extra wide single door. The Bruner House has an elevated, one-story entry porch with upper full-width balcony. The front door is of the extra wide single type with sidelights and a fanlight.



Left: Arched front door

Below: Upper level bedroom door onto balcony above front door, with transom



Left: French doors in second storey back room where the servants' stairs are also located





The house has many doors on the ground and second level which open onto porches, balconies, balconettes and verandas.⁵⁴ These areas would allow members of the family to have some private space.



⁵⁴ A balcony is a platform built out from and only accessible from an upper story room or corridor. A balconette is the same, but smaller. A veranda or porch is a sheltered area, usually roofed and sometimes partly enclosed that extends along an outside wall of a house. The John S. Bruner House possesses all of the above.

Additional Features

Pierced Dentils

Second Empire sculptural scrollwork ornaments

Patterned polychrome roof
with hexagonal tiles



Wide Italianate-style cornice
(crowning projection)

Italianate influence in double brackets

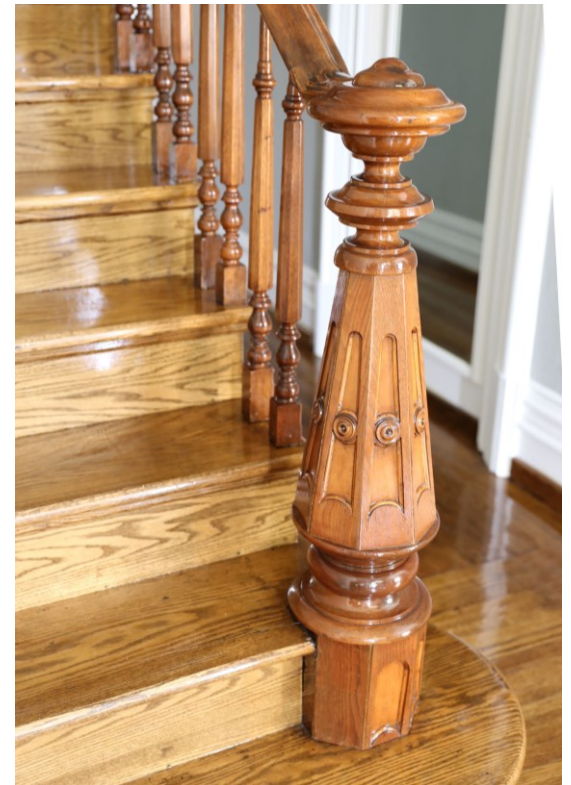
Gingerbread scrollwork frieze



Pierced, scrolled brackets on veranda

Striking Formal Staircase

The formal staircase is an impressive piece of workmanship. It is constructed of solid oak, with a large, hand-carved, decorative, circular newel post on the first stair. The handrail and balusters (spindles) which are also hand-carved, are made from a different type of wood which contrasts the honey-coloured oak.

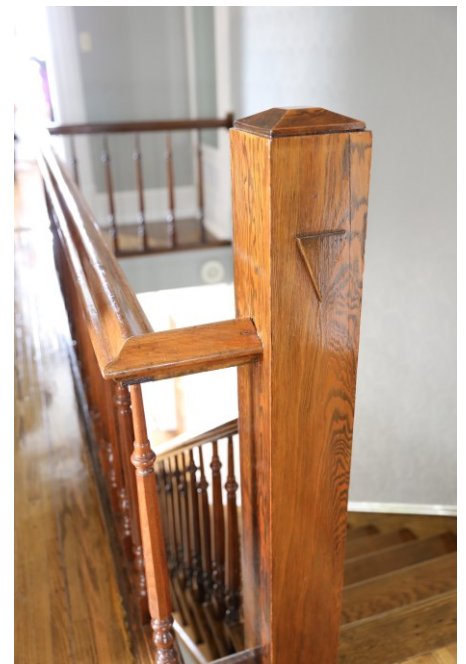


The staircase has a bullnose tread, a large starting step finished in a radius that curves out past the sides of the stairs.

A bullnose tread, as opposed to a squared first tread, gives stairs a softer, rounded appearance.

As is common in homes built for the well-to-do during this period, this is a front, "formal" staircase. There is also an informal, utilitarian staircase at the back of the house leading to the servants' quarters on the third floor and for their exclusive use.

*Detail from servants' staircase
at the back of the house*





Transom windows can be found in older homes and buildings constructed prior to electric lighting. Transom windows were used for the purpose of bringing in more ambient light and they also function as ventilation. In this case, a transom window brings light into the upstairs hallway.

Solid wood, five-panel doors, along with finely-crafted mill work and extensive trim are also found throughout the house.



Left and below: Interior walls of the John S. Bruner House are very thick and the molding is lavish and extraordinary.



Extra-large back/side door with extra-large glass panel

Detail: Ornate hinge on back/side door



Above: Design in oak floor at the foyer



Above: Typical oak floor



Left: Second storey door to laundry chute



Above: Detail of window trim/panel beneath window



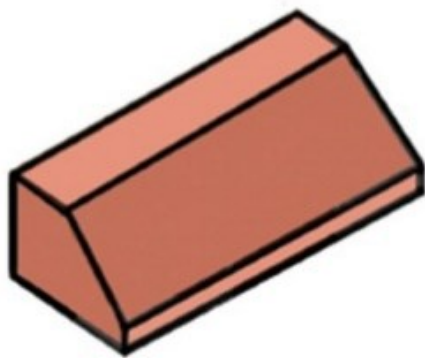
Wooden corner protectors



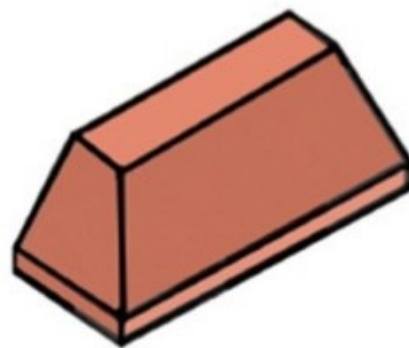
Cut fieldstone, raised foundation in the Kingsville vernacular. Use of plinth bricks as a decorative element and to alter the width of the wall.

Plinth Bricks

Plinth bricks are chamfered and can be used as a decorative feature or to alter the width of a wall.



Plinth stretcher



External Plinth



Stone foundation, single and triple windows



Single bullnose window reveal brick

Other examples of Second Empire architecture in Canada:



Woodstock, ON



Montreal City Hall



Above: Glanmore House, 1882, Belleville, ON

Left: Interior, Paris, ON. Note that the narrowness of the hallway, the height of the baseboards, the bullnose step and, especially, the carved newel post resemble the John S. Bruner House.

Note about the (similar) Jonas Wigle House

The John S. Bruner house is *very* similar architecturally and in building materials to the Jonas Wigle House at 1423 McCain Side Road, which has previously been designated as a Kingsville heritage property. Both houses were built in 1888.

In fact, there are three very similar houses built in the area by the same architect, the third house being in Harrow (Essex, ON). It is said that these homes would fit one inside the other like Russian dolls!



Jonas Wigle House, Kingsville, ON

The Corporation of the Town of Kingsville

By-law

Schedule "A"

1422 Road 3 East, Ruthven

The John S. Bruner House

Description of Property: The John S. Bruner House

Constructed in 1888, the John S. Bruner House is a 3-storey brick house in the French Second Empire academic style located in the Town of Kingsville.

Statement of Cultural Heritage Value or Interest:

The cultural value of the house lies partly in its association with a prominent Kingsville family, the Bruners, and with one member of the family, John S. Bruner.

John S. Bruner (1852-1910) was born on the family farm in the family's "old stone mansion". As an adult, he came into possession of 100 acres of land, eventually buying his brother's 100 acres of land and taking on his father's share of 200 acres, for a total of 400 acres.

John S. Bruner is known for his association with the fruit industry as one of the most extensive fruit growers of the county. Fine peaches from his thirty-acre peach orchard at Elm Bluff Fruit Farm were his specialty. In addition, he grew apples, plums, pears and other fruit. He also raised tobacco.

Assessment records from 1888 reveal that John S. Bruner's farm also included livestock, orchard, 30 acres of fall wheat, and 60 acres of woodland. His son Guranzey was engaged with his father in operating the home farm. After his father died, he, too, became one of the most successful farmers of the district.

Bruner was one of the organizers of the Erie Tobacco Company founded in 1900, acted as its manager and was elected its President. The tobacco factory occupied nearly 22,000 square feet on three floors, employed fifty people when running at full capacity and initially turned out 1,200 pounds of chewing tobacco daily.

Bruner also had fishing interests, "stakes", in Lake Erie. In 1902, displayed in Doan's Drug Store window, was a herring caught by Mr. Bruner which was the largest ever caught in the area at 5½ pounds and 22½ inches in length.

At the age of 21, John S. Bruner married Catherine E. Stewart in Leamington Ontario. Catherine Stewart also came from a prominent local family. She was the youngest daughter of Charles Stewart, Jr. and Mary Whittle, natives of Pennsylvania and Essex County respectively. The Bruners had six children. John S. Bruner was a Forester and an Oddfellow, belonging to the lodges at Ruthven. Politically, he was independent.

The Bruners were members of the Leamington Baptist Church.

In 1905, Mrs. Bruner died at the age of 49 years. Two years later, in 1907, Mr. Bruner married Mrs. Eva Felt of Belleville, Michigan. In 1910, at the age of 58 years, Mr. Bruner passed away in a Detroit hospital.

The cultural heritage value of the John S. Bruner house also lies in it being a particularly fine example of the French Second Empire academic style of private dwelling in Kingsville, Ontario. The 3-storey brick dwelling features a raised, cut-fieldstone foundation typical to the Kingsville vernacular, tall windows in singles, pairs and triples, a Mansard roof, a side verandah and a coach house. The house is built with tile bricks from the Broadwell Brick and Tile Yard formerly located on Division St. N., Kingsville.

Description of Heritage Attributes:

Key attributes that embody the heritage value of the John S. Bruner house include several examples of fine and/or unique craftsmanship. It's a three-story square block, a simple box form. The overall composition of the house is formal and symmetrical.

Consistent with the Second Empire style, the roof of the house is a Mansard hipped roof with its top surface spreading almost to the edges of the building to maximize the volume of space beneath it. The lower pitch is steeply-angled and finished with dichromatic, hexagonal-shaped slate shingles, including a stylized decorative floral pattern in differently-coloured tiles. To provide light on the top floor, the Mansard roof is pierced with arched dormer windows decorated with large, curved hoods, i.e. molding projecting above the window to throw off rain. The decorative window surrounds, including the scrolls at either side of the base of the windows, are also common to the Second Empire style. The Bruner House has an elevated, one-story entry porch with upper full-width balcony. The front door is of the extra wide single type with sidelights and a fanlight. The house has many doors on the ground and second level which opens onto porches, balconies, balconettes and verandas.

The formal staircase is an impressive piece of workmanship. It is constructed of solid oak, with a large, hand-carved, decorative, circular newel post on the first stair. The handrail and balusters (spindles) which are also hand-carved, are made from a different type of wood which contrasts the honey-coloured oak. The staircase has a bullnose tread, a large starting step finished in a radius that curves out past the sides of the stairs.

Other notable features of the property include:

- hand-carved keystones
- the indoor floors, doors, and wide trim
- wide eaves supported by pairs of brackets in the Italianate style
- gingerbread detail on the exterior
- windows in singles, doubles, and triples
- double bay windows in front facade

The house is set very far back from the road with a dramatic approach accented by hedges lining both sides of the driveway.



KINGSVILLE MUNICIPAL HERITAGE COMMITTEE
Heritage Resources Evaluation Sheet

Name of Building, Property or Site: John S. Bruner	
Municipal Location: 1422 Road 3 East	
Location Description: Gosfield CON 3 ED PT LOTS 8 and 9 RP 12R25474 PARTS 9 10	Assessment Roll No.: 340-000-02105-0000
Date of Construction: 1888	Date of Additions:
Date of Evaluation: April 30, 2016	Approval by Committee: Yes Level: Class 1

This form is to be used in the survey of heritage resources within the limits of the Town of Kingsville in order to provide an objective assessment of their relative heritage value. The higher the number scored, the greater the loss to the community if the building, property, site or cultural heritage resource were to be destroyed. The following Scoring Key is used to determine the heritage value:

Class 1 Buildings/Properties/Sites/Cultural Heritage Resources: 75-1000 points
 Class 2 Buildings/Properties/ Sites/Cultural Heritage Resources: 50-74 points
 Non-heritage Buildings/Properties/ Sites/ Cultural Heritage Resources: 49 points and below

Circle the number which reflects your interpretation of the criteria listed on the left, then transfer number to box.
 Below the numbers in each category are the letters E, G, F and P which stand for E-excellent, G-good, F-fair and P-poor. These will help you determine the correct score. After completing the entire evaluation sheet, total the score to determine the heritage significance of the building, property or site.

H I	<u>Local Development</u> -the building/cultural heritage resource illustrates a significant phase in the development of the community OR - the building illustrates a major change or turning point in the community's history	10 <u>9</u> 8 7 6 5 4 3 2 1 0 E G F P Notes:	SCORE: 9
	<u>Association with Person/Group/Event</u> - the building/cultural heritage resource is associated with the life or activities of a person, group, organization or institution that has made a significant contribution to the community, province or nation -it is associated with an event that has had a significant impact on the community, province or nation	10 <u>9</u> 8 7 6 5 4 3 2 1 0 E G F P Notes:	SCORE: 9
O R Y	<u>Age of Structure/Property/Site/Cultural Heritage Resource</u> The following point system is based on the building/property/site's age and rarity within the local context: 1855-1875 1876-1890 1891-1900 1901-1915 10 <u>9</u> 8 7 1916-1930 1931-1945 1946-1960 1961-1970 Post 1971 6 5 4 3 2		SCORE: 9
	HISTORY TOTAL ->		27

A R C H I T E C T U R E	Overall Composition -symmetry and/or balance -good proportions and/or originality in concept	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	SCORE 10
	Details -features details inside or outside that show originality, fine craftsmanship or refinement	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	9
	Architectural Influences -extent to which it reflects a recognized academic style of the period -regional vernacular style -work of significant architect, designer, or landscape firm (municipal, provincial, national or international)	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	8
	Construction Materials -rare or early example of a particular material -rare, special or early construction method -displays work of a recognized builder, craftsman, mason, carver or artist	5 4 3 2 1 0 E G F P Notes:	5
	State of Preservation -original plan survived -architectural features of the building survived	5 4 3 2 1 0 E G F P Notes:	4
	Structural Condition -structurally sound -well maintained -foundation in good condition	5 4 3 2 1 0 E G F P Notes:	5
		ARCHITECTURE TOTAL	41
C O N T E X T	Relationship with Streetscape -compatible with the character of surrounding buildings or landscape -a key ingredient in forming the character of said landscape	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	9
	Integrity of Site -occupies its original site -general character of the site has remained unchanged	5 4 3 2 1 0 E G F P Notes:	3
	Landmark Status -functions as an important visual object that has acquired for the community a special or sentimental value -usefulness for teaching cultural history and/or tourist promotion	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	9
		CONTEXT TOTAL	21

Notes Re Evaluation: _____

HISTORY- 27
 ARCHITECTURE - 41
 CONTEXT- 21
GRAND TOTAL - 89

Recommendation: _____

Evaluator: Kingsville Municipal Heritage Advisory Committee Signature: Dr. Lydia Miljan Date: May 11, 2016

January 2, 2018

To whom it may concern,

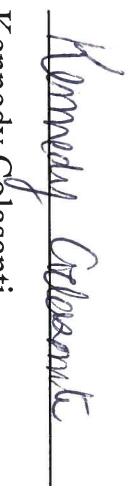
This letter is confirmation that we, Richard Colasanti, Carly Colasanti, and Kennedy Colasanti, are the owners of the property: 1422 Rd 3 East, Kingsville, ON, N9Y 2E5. We are giving consent to designate this home and property to Heritage Home Kingsville, ON.

A black ink signature, appearing to be 'R Colasanti', written over a horizontal line.

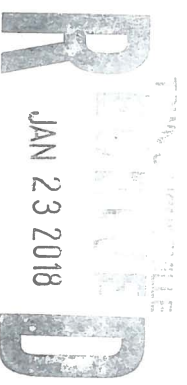
Richard Colasanti

A blue ink signature, appearing to be 'C Colasanti', written over a horizontal line.

Carly Colasanti

A blue ink signature, appearing to be 'Kennedy Colasanti', written over a horizontal line.

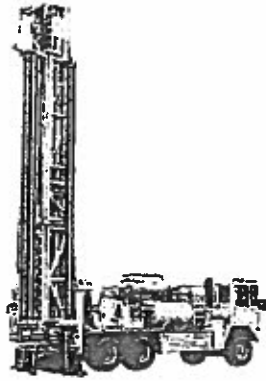
Kennedy Colasanti



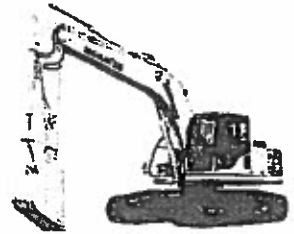
PER SW

GERALD SUNDIN'S WELL DRILLING LTD.

112671



1831 Road 2 West
Kingsville, ON N9Y 2E4
OFFICE: 519-733-2760 **SHOP:** 519-733-2757



INVOICE

Net 15 Days, 2% per month, 24% per annum. Interest will be charged on overdue accounts.

HST #102002458

Customer: Dave Trimble 285 County Rd. 27, R.R.#1, Cottam, Ont. NOR 1B0	Date: Sept. 9, 2016
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Description	Amount
Drilling 6" well to depth of 128 ft. at \$68 per ft.	\$ 8,704.00
Well cap	97.00
Drive shoe	97.00
Developing & test pumping	450.00
Environmental Package	800.00
S.S. well pump	905.00
Prepressurized tank	680.48
100 ft. H.D. plastic pipe in well & to pump house	186.00
Extra long tank tee & bushing	57.98
H.D. switch & nipple	48.10
Guage	6.93
Brass fitting at tank	119.14
Brass well connector	87.00
Fitting at well & on pump	48.55
2 men, hookup to pumphouse,	388.00
Backhoe & moving	160.00
Pump & tank installation - 2 men 3 hrs. ea.	582.00
Subtotal	13,417.18
HST	1,744.23
	15,161.41
Downpayment	4,000.00
Balance Owing	\$11,161.41

pd Sept 17/16 WELL DRILLED
@ #190 RD 11
chq # 75

• Water Well Drilling • Pump Sales and Service • Bulldozing & Excavating •

"WATER FLOWS WHERE SUNDIN GOES"

CLASSIFICATION:

IRRIGATION CROP DIVERSIFICATION CORPORATION (ICDC)

COORDINATOR:

IRRIGATION CROP DIVERSIFICATION CORPORATION (ICDC)

CONDITIONS:

The Irrigation Crop Diversification Corporation stimulates and services the development and expansion of sustainable irrigation in Saskatchewan.

CRITERIA:

Saskatchewan industry associations & farming organizations.

COMPENSATION:

Receive applied research information and technology transfer in support of sustainable irrigated production.

CONTACT:

Irrigation Crop Diversification Corporation
Box 1460, Outlook, Saskatchewan S0L 2N0

Tel: 306-867-5507

Website: <http://irrigationsaskatchewan.com/icdc/>

SASKATCHEWAN-PROVINCIAL

Richard Welker
160 Road 5 W. RR3
Cottam, ON
N0R 1B0
519-733-3752

May 12 2014

Town of Kingsville c/o Sandy Kitchen
2021 Division Road North
Kingsville, ON
N9Y 2Y9

Sandy,

I would like to be placed on the agenda April 28, 2014 to further discuss my concerns about the hazards that Road 5 W imposes.

Since our last meeting before council, no updates or changes have been brought to my attention.

I have prepared an informational package to present to each council member.

Sincerely,
Richard Welker

**Richard Welker
160 Road 5 West
R.R. #3
Cottam, Ontario N0R 1B0
519.733.3752**

August 20, 2012

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

To whom it may concern:

I am a writing this letter to express my concerns regarding the Road 5 West repaving project.

The east end of Road 5 West has been built up to the extent that farm equipment can no longer move onto the shoulder to allow traffic to pass. The high shoulder also restricts passenger cars from moving onto the shoulder when necessary. This has created a safety issue.

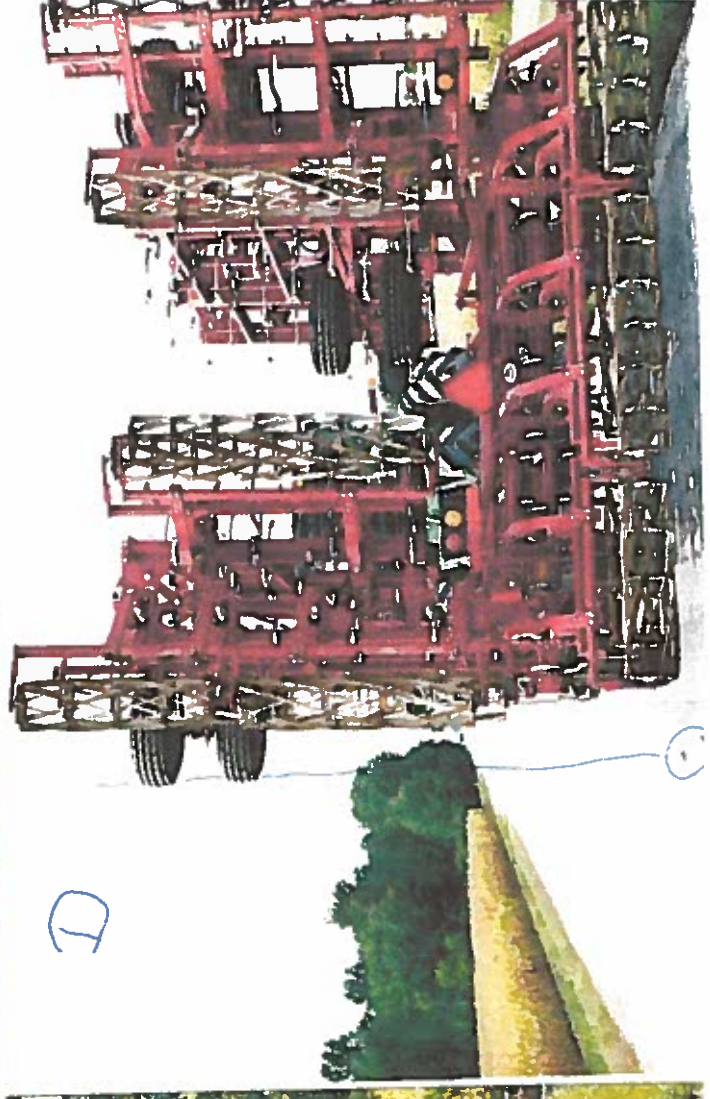
The high shoulder creates difficulty for farm equipment to access the road from the fields especially with heavy wagons and long low equipment that may come in contact with the road causing damage.

I just wanted to bring these issues to your attention. Please contact me if you have any questions.

Sincerely,
Richard Welker

Feb. 24 2014

B

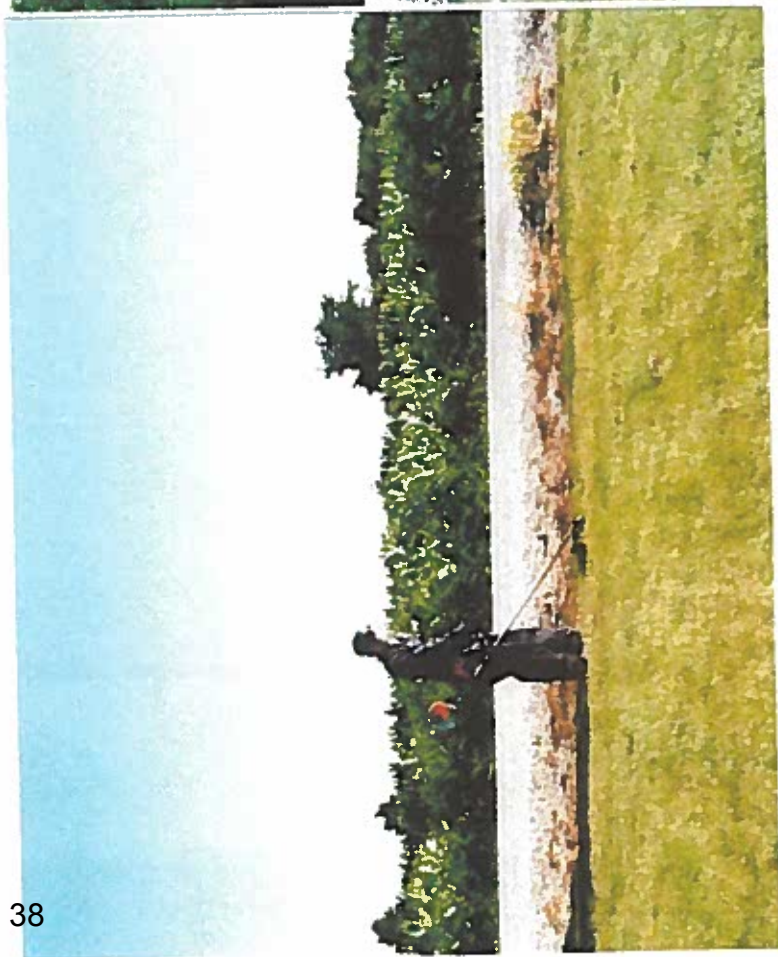


D

A

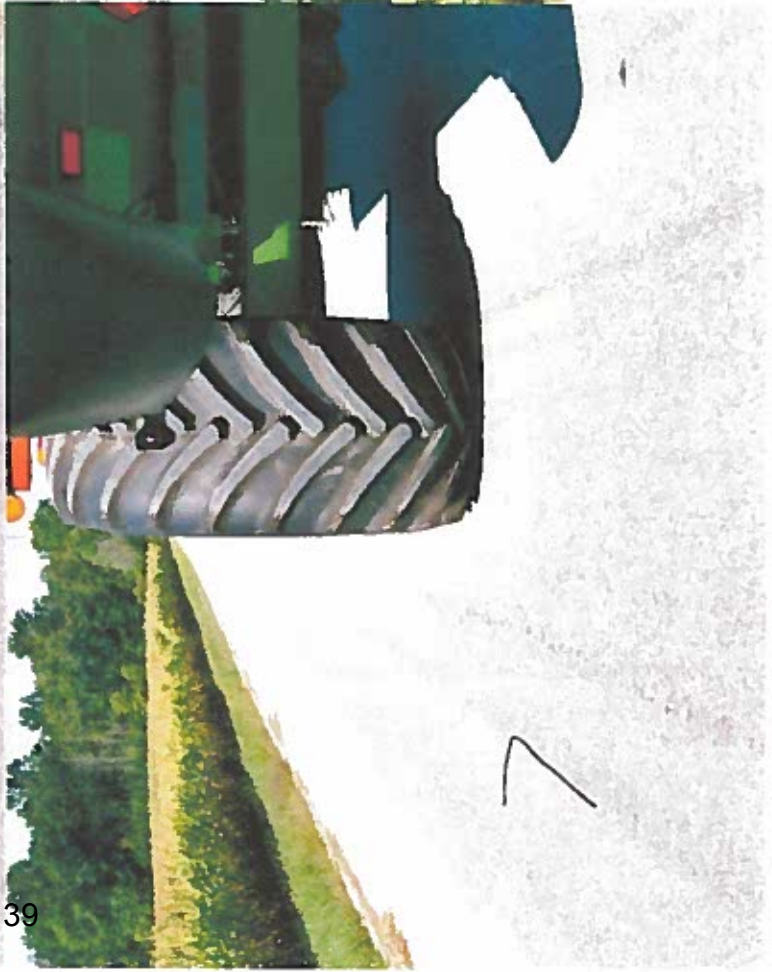


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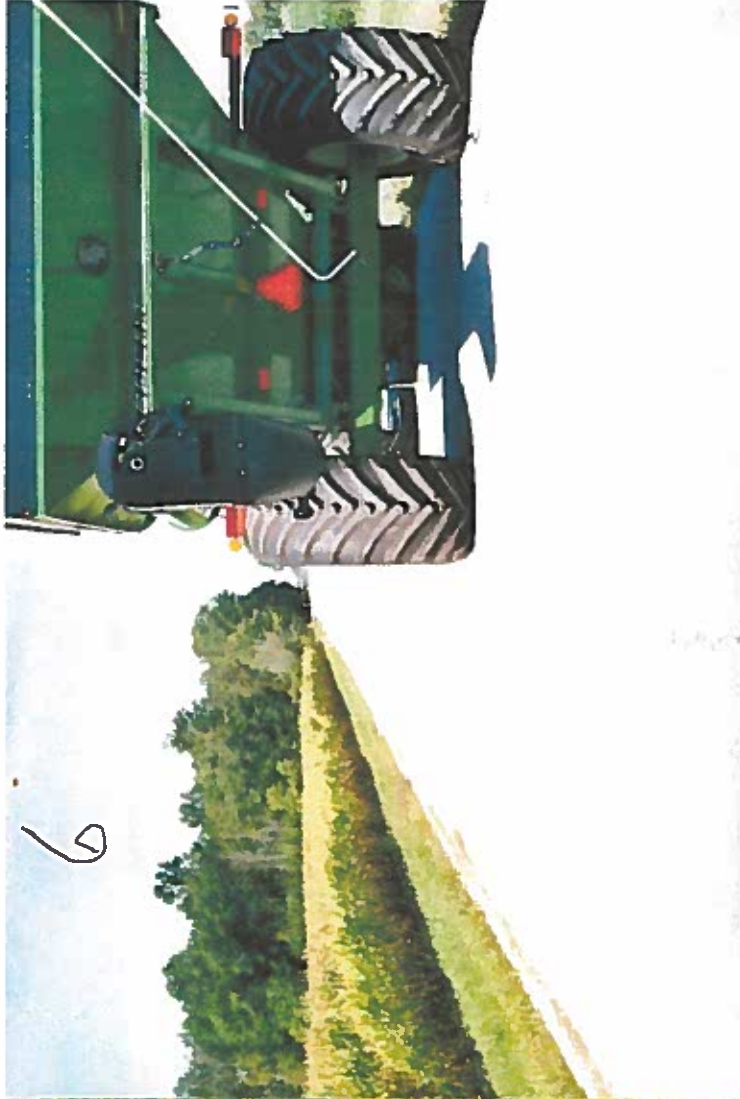




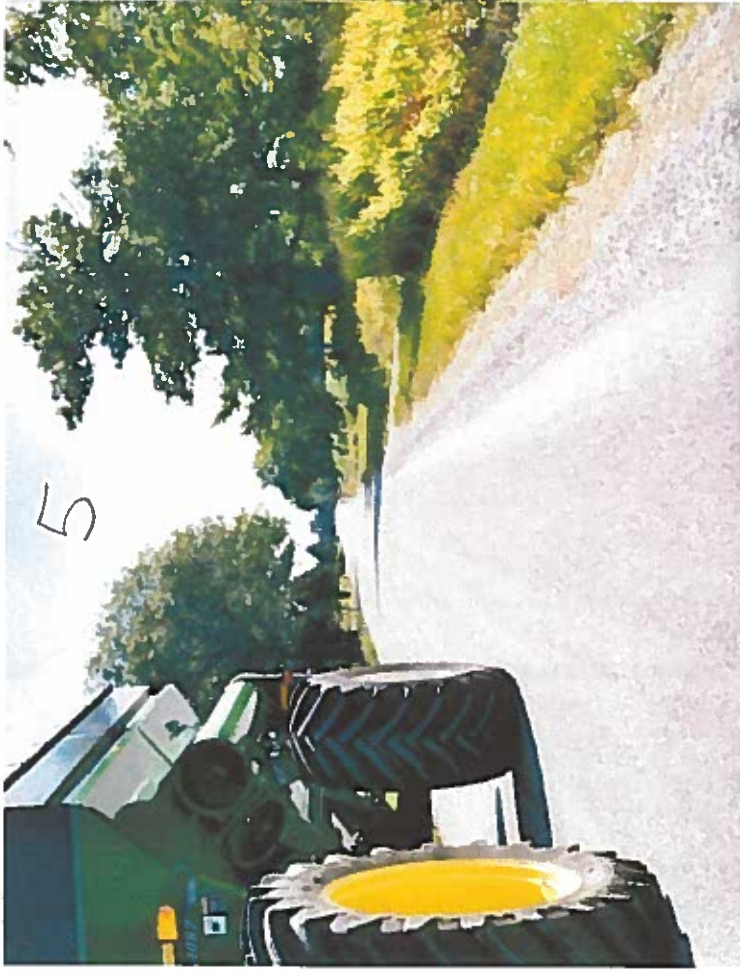
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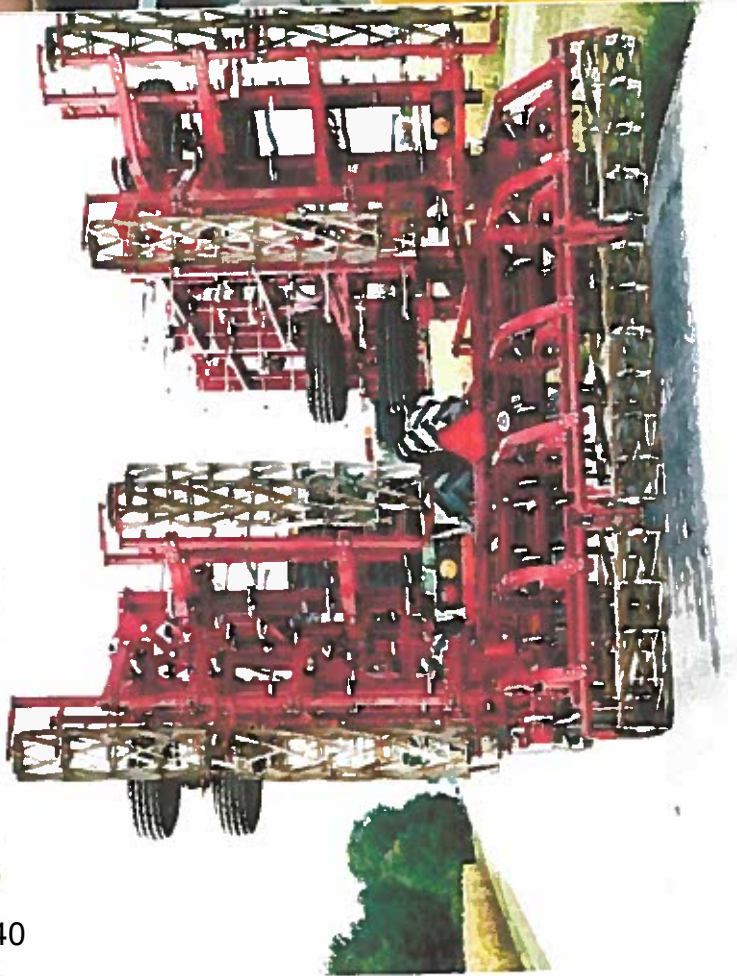
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NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING: ZONING BY-LAW AMENDMENT

APPLICATION: **ZONING BY-LAW AMENDMENT - ZBA/22/17**
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: **Mastron Enterprises Ltd.**

LOCATION OF PROPERTY: **2100 Road 4 East, Part of Lot 24, Concession 4**

PURPOSE OF APPLICATION: The Town of Kingsville has received the above-noted application for lands located in the northwest corner of County Road 31 (Albuna Town Line) and County Road 18 (Road 4 East). The subject parcel is designated 'Agricultural' by the Official Plan and is zoned 'Agricultural (A1)' under the Kingsville Comprehensive Zoning By-law. The parcel is 37.87 ha (93.587 ac.) in area and contains an existing greenhouse growing operation and a packaging plant.

At the December 19, 2017 Committee of Adjustment meeting, provisional consent was given to sever a 32.85 ha (81.18 ac.) lot containing an existing greenhouse growing facility, bunkhouse, storage shed and parking lot; establish an access easement; establish a permanent easement for future installation and access to a sanitary sewer force main; and, establish a permanent easement for access to an existing sign, all subject to certain conditions.

As one of the conditions of that consent, in order to recognize the reduced lot area of the retained parcel, and to recognize the reduced interior side yard setback of the greenhouse structures on the severed parcel, a rezoning of the subject lands is required. Therefore, in order to properly, and efficiently, address any and all newly created zone deficiencies it is recommended that for the purposes of the Kingsville Comprehensive Zoning By-law, the severed and retained parcel be treated as a single lot. To effect this, it will be proposed that both the severed and retained parcel be rezoned to, and share in, a unique site-specific Agricultural zone classification.

A PUBLIC MEETING OF COUNCIL will be held on:

WHEN: **MONDAY, JANUARY 22, 2018**
WHERE: Town of Kingsville Municipal Building
TIME: 7:00 p.m.

Your comments on these matters are important. If you have comments on this application, they may be forwarded by phone, email, or mail to the attention of: **David French, Interim Town Planner**, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

IF A PERSON or public body does not make oral submissions at the public meeting or make written submissions to Council before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council to the Ontario Municipal Board.

IF A PERSON or public body does not make oral submissions at the public meeting, or make written submission to Council before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

ADDITIONAL INFORMATION relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

DATED AT
THE TOWN OF KINGSVILLE
on December 21, 2017.

David French, BA, CPT
519-733-2305 (x 249)
dfrench@kingsville.ca



**NOTICE OF RESCHEDULED PUBLIC MEETING:
ZONING BY-LAW AMENDMENT**

APPLICATION: **ZONING BY-LAW AMENDMENT - ZBA/22/17**
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: **Mastron Enterprises Ltd.**

LOCATION OF PROPERTY: **2100 Road 4 East, Part of Lot 24, Concession 4**

Please note the PUBLIC MEETING OF COUNCIL originally scheduled for January 22, 2018 has been rescheduled to:

WHEN: **MONDAY, JANUARY 29, 2018**

WHERE: **Town of Kingsville Municipal Building**

TIME: **7:00 p.m.**

Your comments on these matters are important. If you have comments on this application, they may be forwarded by phone, email, or mail to the attention of: **David French, Interim Town Planner**, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

IF A PERSON or public body does not make oral submissions at the public meeting or make written submissions to Council before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council to the Ontario Municipal Board.

IF A PERSON or public body does not make oral submissions at the public meeting, or make written submission to Council before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

ADDITIONAL INFORMATION relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

**DATED AT
THE TOWN OF KINGSVILLE
on January 16, 2018.**

**David French, BA, CPT
519-733-2305 (x 249)
dfrench@kingsville.ca**



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

Date: January 19, 2018

To: Mayor and Council

Author: David French, BA, CPT
Interim Town Planner

RE: Zoning By-law Amendment ZBA/22/17
Mastron Enterprises Ltd.
2100 Road 4 E, Part of Lot 24, Concession 4

Report No.: PDS 2018-005

AIM

To provide the Mayor and Council with information on a requested zoning by-law amendment to consider the two subject parcels to be one existing parcel for the purposes of the Zoning By-law.

BACKGROUND

The Town of Kingsville has received the above-noted application for lands located in the northwest corner of County Road 31 (Albuna Town Line) and County Road 18 (Road 4 East). The subject parcel is designated 'Agriculture' by the Official Plan and is zoned 'Agricultural (A1)' under the Kingsville Comprehensive Zoning By-law. The parcel is 37.87 ha (93.587 ac.) in area and contains an existing greenhouse growing operation and a packaging and distribution plant.

At the December 19, 2017 Committee of Adjustment meeting, provisional consent was given to sever a 32.85 ha (81.18 ac.) lot containing an existing greenhouse growing facility, bunkhouse, storage shed and parking lot; establish an access easement; establish a permanent easement for future installation and access to a sanitary sewer force main; and, establish a permanent easement for access to an existing sign, all subject to certain conditions.

One of the conditions of that consent, in order to recognize the reduced lot area of the retained parcel, and to recognize the reduced interior side yard setback of the greenhouse structures on the severed parcel, a rezoning of the subject lands is required. Therefore, in order to properly, and efficiently, address any and all newly created zone deficiencies it is

recommended that for the purposes of the Kingsville Comprehensive Zoning By-law, the severed and retained parcel be treated as a single lot. To effect this, it will be proposed that both the severed and retained parcel be rezoned to, and share in, a unique site-specific Agricultural zone classification.

DISCUSSION

1) Provincial Policy Statement (PPS), 2014:

There are no issues of Provincial significance raised by the proposed zoning by-law amendment.

2) County of Essex Official Plan

There are no issues of County significance raised by the application.

3) Town of Kingsville Official Plan

The subject property is designated 'Agricultural'. The proposed application to rezone the parcel does not offend the intent of the Kingsville Official Plan policies and goals.

4) Comprehensive Zoning By-law – Town of Kingsville

The subject parcel is zoned 'Agricultural, (A1)' by the Kingsville Zoning By-law, which permits the existing greenhouse growing and packaging operation, as well as the other standard permitted uses within the zone. As a result of the provisionally approved consent (File B/16/17), the lot area of the retained parcel was reduced, and the westerly interior side yard setback of the severed parcel was reduced. As a result, an amendment to the zoning by-law was required.

Comment: It is proposed that the subject lands be rezoned to a site-specific 'Agricultural Zone 1 Exception 61 (A1-61)' classification which will deem the two subject parcels to be a single existing lot or parcel of land for zoning purposes. Doing helps to facilitate the business plan for the company will also insuring the new lot configuration complies with the applicable zoning requirements.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

There will be a minimal change in the total tax assessment on the two parcels.

CONSULTATIONS

Public Consultations

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

At the time of writing, no public comments had been received.

Agency & Administrative Consultations

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

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none">• Original comment was received through the consent application process (File B/16/17)• No additional comment has been received or is expected
Town of Kingsville Management Team	<ul style="list-style-type: none">• Original comment was received through the consent application process (File B/16/17) No additional comment has been received or is expected

RECOMMENDATION

It is recommended that Council approve zoning amendment application ZBA/22/17 to amend the zoning of the subject lands to a site-specific 'Agriculture Zone 1 Exception 61 (A1-61)' classification which will deem the two subject parcels to be a single lot or parcel of land for zoning purposes, and adopt the implementing by-law.

David French

David French, BA, CPT
Interim Town Planner

Robert Brown

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

Peggy Van Mierlo-West

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

PARTS SCHEDULE					I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.	PLAN 12R— RECEIVED AND DEPOSITED
PART	LOT	CON/PLAN	P.I.N.	AREA		
1	PART OF LOT 24	CONCESSION 4	PART OF 75148—0275	11.200 ac.	DATE DECEMBER 14, 2017.	DATE _____
2				0.202 ac.		
3				0.566 ac.		
4				81.182 ac.		
5				0.003 ac.		
6				0.434 ac.		
PARTS 1, 2, 3, 4, 5 AND 6—COMPRISE ALL OF PIN 75148—0275					BRIAN COAD ONTARIO LAND SURVEYOR	
					REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)	

SKETCH FOR SEVERANCE
OF
PART OF LOT 24, CONCESSION 4
GEOGRAPHIC TOWNSHIP OF GOSFIELD SOUTH
NOW IN THE
TOWN OF KINGSVILLE
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.
SCALE : 1"=100'

"IMPERIAL" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048

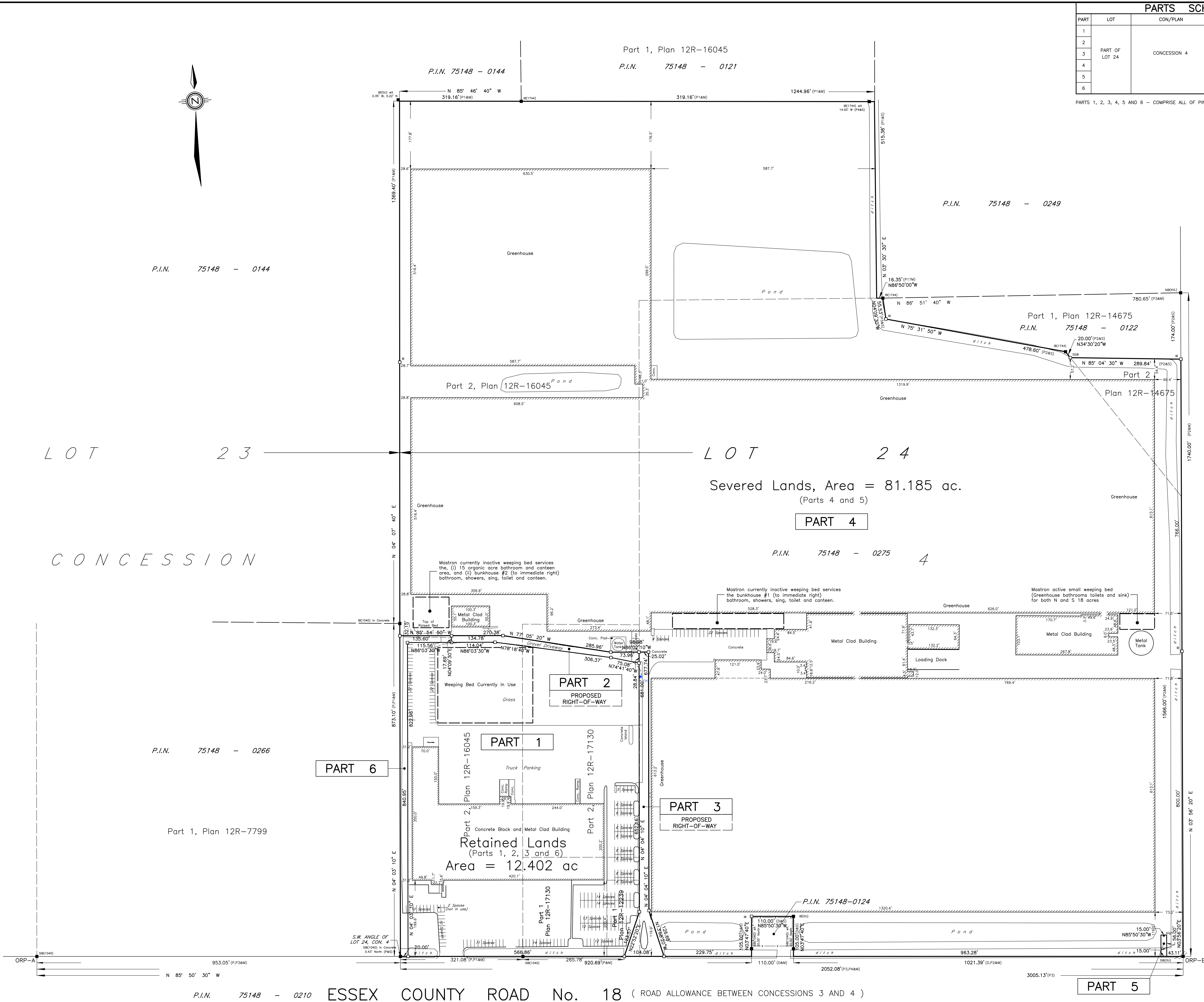
INTEGRATION DATA		
COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O.Reg. 216/10		
POINT ID	NORTHING	EASTING
ORP-A	N15286494.595	E1191598.635
ORP-B	N15286276.798	E1194595.135
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

LEGEND AND NOTES
BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99980061.
ALL MONUMENTS SHOWN THUSLY ARE IRON BARS (B) UNLESS OTHERWISE NOTED.
SB DENOTES 1" X 1" X 4"-0" STANDARD IRON BAR
SSB DENOTES 1" X 1" X 2"-0" SHORT STANDARD IRON BAR
B DENOTES 5/8" X 5/8" X 2"-0" IRON BAR
B DENOTES 3/4" diameter X 2"-0" ROUND IRON BAR
C DENOTES CUT-CROSS
CP DENOTES 8mm X 50mm STEEL PIN
DENOTES SURVEY MONUMENT FOUND
DENOTES SURVEY MONUMENT SET AND MARKED 1744
WT. DENOTES WITNESS L DENOTES PERPENDICULAR
(S) DENOTES SET (M) DENOTES MEASURED (O) DENOTES INST. No. R371236
ORP DENOTES OBSERVED REFERENCE POINT
SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.
(S/P) DENOTES SET PROPORTIONALLY (O/U) DENOTES ORIGIN UNKNOWN
(P1) DENOTES PLAN OF SURVEY BY (1744) Dated: Nov. 2, 2011. Plan File: H-1267.
(P2) DENOTES PLAN 12R-16045
(P3) DENOTES PLAN 12R-14675
(P4) DENOTES PLAN 12R-7799
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
(1040) DENOTES WILLIAM J. SETTERINGTON, O.L.S.
(O/U) DENOTES ONTARIO HYDRO
(V/L) DENOTES VERHAEGEN AND BEZAIRE LIMITED, O.L.S.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 30th. DAY OF OCTOBER, 2017.

DATE DECEMBER 14, 2017.
BRIAN COAD
ONTARIO LAND SURVEYOR
for VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.

WINDSOR 944 Ottawa Street N8X 2E1 Ph: (519)258-1772 Fax: (519)258-1791
VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.
LEAMINGTON 187 Talbot Street East N8H 1L8 Ph: (519)322-2376 Fax: (519)322-2675
ONTARIO LAND SURVEYORS www.vshbbsurveys.com
DRAWN BY: GJM CAD Date: December 18, 2017 4:00 PM
CHECKED BY: BC CAD File: 51361302.dwg
WORK ORDER: 5-13613x02 FILE NO.: E-Gosfield South-4-24 PLAN FILE NO.: H-1662'C



**THE CORPORATION OF THE TOWN OF KINGSVILLE
BY-LAW NUMBER 11-2018**

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

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

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

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

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

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

7.1.61 ‘AGRICULTURE ZONE 1 EXCEPTION 61 (A1-61)’

a) Permitted Uses

Those uses permitted under Section 7.1

b) Permitted Buildings and Structures

Those buildings and structures permitted under Section 7.1
Buildings and structures accessory to the permitted uses

c) Zone Provisions

Notwithstanding any other provision of By-law 1-2014, as amended, to the contrary, the lands zoned A1-61 shall be deemed to be a single existing lot or parcel of land for zoning purposes.

2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 24, Concession 4 (former Gosfield South), and locally known as 2100 Road 4 East (County Road 18) as shown on Schedule 'A' cross-hatched attached hereto from ‘Agriculture Zone 1 (A1)’ to ‘Agriculture Zone 1 Exception 61 (A1-61)’.

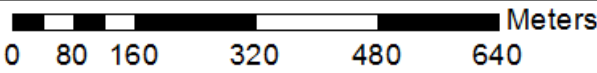
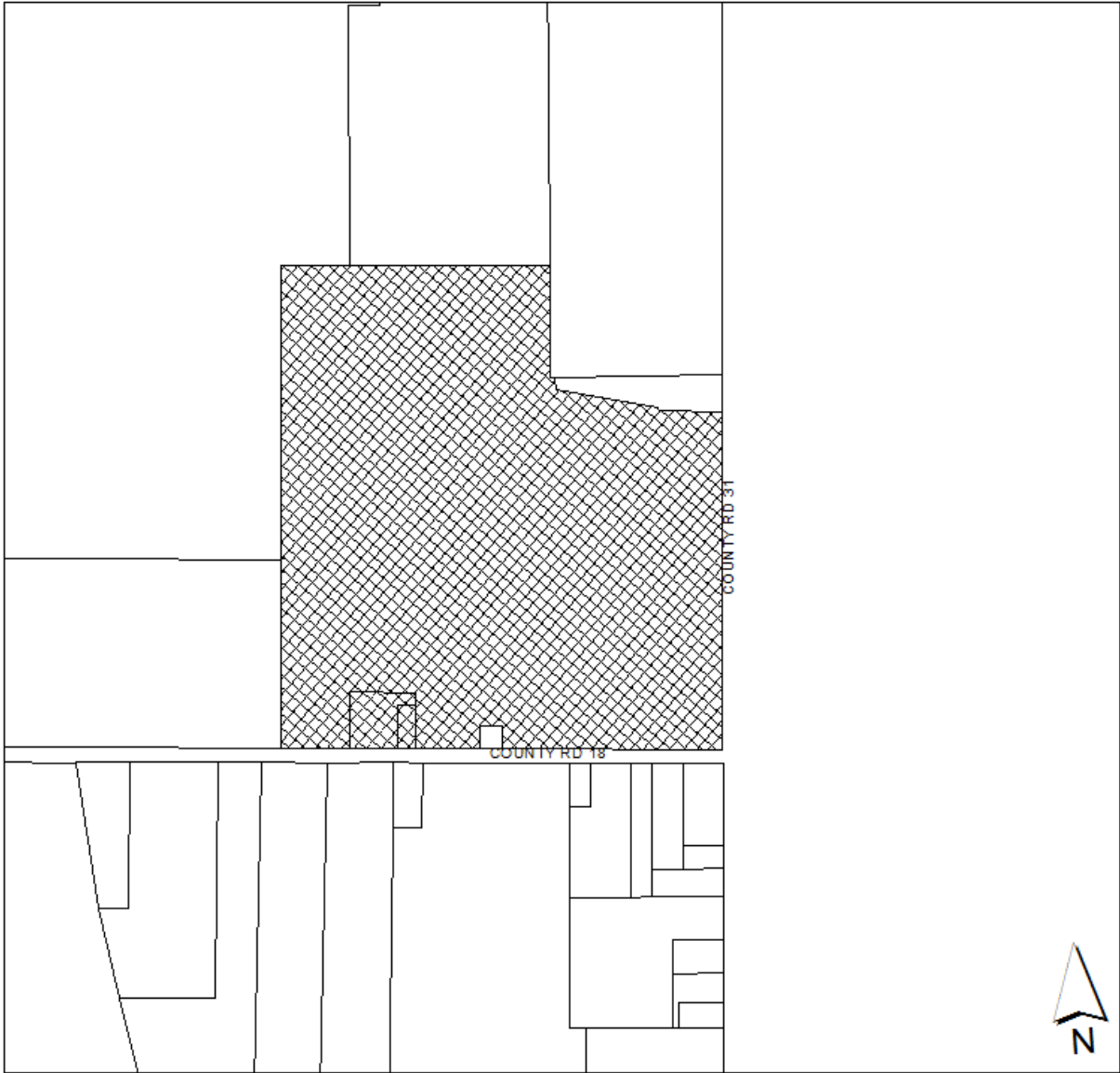
3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 29nd DAY OF JANUARY, 2018.

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule A



2100 ROAD 4 EAST
PART OF LOT 24, CONCESSION 4 (former Gosfield South)
ZBA/22/17



Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of parcel known municipally as 2100 Road 4 East, Part of Lot 24, Concession 4, and further identified on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture Zone 1 Exception 61 (A1-61).



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

Date: January 22, 2018
To: Mayor and Council
Author: Kevin Girard, Manager of Municipal Services
RE: 2018 Road 11 Water Works Petition
Report No.: MS 2018-01

AIM

To advise Council of the request for municipal water supply to residents of Road 11 through the Town's Water Works Petition Process.

BACKGROUND

A new request to commence a Water Works Petition has been filed with Administration following the termination of the 2017 Road 11 Water Works Petition from report MS 2017-58. In response, a petition was prepared by Corporate Services in conformance with the Town's Petition Policy. A map of the petitioning properties can be found in the attached, you will note that the running line has differed from the 2017 Road 11 Water Works Petition.

Included in the petition documentation were the provisions listed below:

- a) the area be defined as a waterworks area with the installation of water mains, service connections as required;
- b) the private water service connections be installed by property owners subject to all necessary permits obtained from the Town prior to installation; and
- c) an Engineer's Report be prepared to determine the feasibility and cost to the property owners within the above mentioned area.
- d) The attached owners agree that should the Engineer's Report not be accepted by the persons signing the petition, that any and all costs accumulated will be apportioned equally between those persons that have signed the document.

Received by the clerk on January 22, 2018 was the circulated petition with 10 signatures out of the 16 potential benefitting properties representing overall participation of 62.5%.

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

DISCUSSION

As per the current Water Works Policy, Council may authorize the engineer to proceed with the preparation of the construction plans and tendering of the water works after the engineers report has been completed. The Policy and Process flowchart can be found in the attached.

Should Council agree to proceed in providing the benefitting property owners with an engineer's estimate, the Municipal Services Department will continue to retain RC Spencer for this project since there is still a valid contract agreement and all design was completed by this firm from the 2017 Water Works Petition. This will result in lower costs to the property owners in both the engineer's report and design modifications.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.
Promote a safe community.

FINANCIAL CONSIDERATIONS

As per the Water Works Policy, the petitioners are responsible for the costs associated with the engineer's estimate should the project be voted down, which for this project would be \$750.00 or \$75 per petitioning property owner, not including HST.

Should the potential benefitting property owners vote down paying the costs associated with constructing the proposed watermain, all benefitting property owners would be responsible to pay for the full costs of the project equally.

As part of the 2017 Road 11 Water Works Petition, Council agreed to cover the costs of fire suppression as follows as part of resolution 470-2017:

Council approve the cost of fire hydrants for the Road 11 Waterline Extension Project at an estimated cost of \$60,000 as a pre-approved expense from the 2018 municipal budget.

Should Council agree to cover the costs in the same manner for the 2018 Road 11 Water Works Petition, the approximate costs associated with the new running line is approximately \$35,000.

In discussions with the Town of Kingsville's fire chief, water supply is important for not only protection of property but also for the protection of human life including fire staff. Without adequate water and a reliable supply, crews working at a fire (especially in today's types of structure and contents fires) are put in increased danger. One of our strategic plan items is to "promote a safe community" which also includes our responders as well as the residents. Times have changed and we should make every effort to provide an adequate water supply.

As part of the correspondence attached to the petition, a request was made to reduce the assessment to vacant properties included in this petition to 25% upon installation of the watermain with the balance (75%) to be paid upon water service connection. Historically, the Town has agreed to reduce the assessment upon installation to vacant properties by 50% with the balance (50%) to be paid upon water service connection.

It should be noted that should Council agree to reduce the initial assessment to 25%, this will represent expense to the water department. Council will be setting a new precedent, which could affect other projects where the number of vacant properties could be greater, and the cost to the water department would increase. In addition, this could also pose an issue for all past local improvements, drainage projects and developments that have used the 50% assessment method established by the Town and may request a 25% rebate based on this precedent.

CONSULTATIONS

RC Spencer Associates
Municipal Services
Corporate Services
Financial Services
Fire Department

RECOMMENDATION

That Council:

- 1) Authorize Municipal Services to retain RC Spencer to prepare the engineer's report for the benefitting property owners' consideration;
- 2) Approve funding of fire suppression in the amount of \$35,000; and
- 3) Direct Administration to assess benefitting vacant land 50% upon installation and the remaining balance (50%) upon water service connection in accordance with historical practice.

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

January 21, 2018

Jennifer Astrologo, Clerk
Town of Kingsville

Dear Jennifer:

Re: Road 11 Waterworks Petition – (North Talbot Road to 130 Road 11)

Please find enclosed the signed petition for the Water Works Project requested from the North Talbot Road to 130 Road 11.

[REDACTED]

I would ask that this petition be presented to Kingsville Council for consideration at their January 29, 2018 meeting.

In addition, I would ask that Council give consideration to the requests I made at my delegation to Kingsville Council on Monday, January 8th, which included:

1. Appointment of RC Spencer Associations Inc., as the Consulting Engineer for the project since he prepared the Report for the previous petition and limited modifications should be required to the Engineer's Report and RFP to proceed in a timely manner;
2. Council resolution to contribute the \$70,000 committed to the cost of hydrants under the previous petition towards the cost of the new water works project;
3. Council resolution to allow 75%, rather than 50% of the per property cost for farm properties without residences be deferred until such time as the property is developed.

If you have any questions regarding the petition, please contact me as soon as possible.

Regards,

Mary Birch

Mary Birch

[REDACTED]

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43 ROAD 11	<i>Gail Lykoff</i>	CON 11 PT LOT 7	670-00800
VRIESACKER DOROTHY	VRIESACKER ROBERT	ROAD 11		CON 11 PT LOT 8	670-00710
DAMM MICHAEL STEVEN	MESSIER STEPHANIE	69 ROAD 11		CON 11 PT LOT 8 RP 12R6676	670-00700
SAWCHUCK KIMBERLEY LOUISE	SAWCHUK WILLIAM JOHN	79 ROAD 11		CON 11 PT LOT 9	670-00600
KERR MARY		81 ROAD 11	<i>Mary Kerr</i>	CON 11 PT LOT 9 RP 12R12104	670-00595
BIRCH DONALD WILMOT		CAMERON SDRD	<i>Bea Kerr POA</i>	CON 11 PT LOT 9 RP 12R11733 PART 1	670-00550
MARY BIRCH		116 ROAD 11	<i>Mary Birch</i>	CON 10 PT LOT 9 RP 12R10012 PART 1	640-01450
BIRCH DONALD WILMOT		ROAD 11	<i>Bea Kerr POA</i>	CON 10 PT LOT 9	640-01420
WINTERMUTE JOHN NEAL	WINTERMUTE LINDA DIANNE	94 ROAD 11	<i>Linda Wintermute</i>	CON 10 PT LOT 9	640-01400
BIRCH DONALD WILMOT		ROAD 11	<i>J. Neal Wintermute</i>	CON 10 PT LOT 9 RP 12R13249 PART 1	640-01300
**ELFORD JAMES MILTON		119 CAMERON SDRD E	<i>Bea Kerr POA</i>	CON 10 PT LOTS 8 & 9	640-01200
VRIESACKER ROBERT	VRIESACKER JERRY	ROAD 11	<i>*James Elford</i>	CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	670-00900
BIRCH DONALD WILMOT		ROAD 11	<i>Bea Kerr POA</i>	CON 11 PT LOTS 9 & 10	670-00500
KERR TODD JEFFREY DONALD		130 ROAD 11	<i>TH</i>	CON 10 PT LOT 10	640-01500
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	670-01750
RIVAIT RICHARD	RIVAIT SHEILA	11 ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	670-01752

**Documentation still required to establish sole ownership if petition is executed by this property owner.

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

Filed this day of 2018.

Authorized Employee, Town of Kingsville

PETITION FOR WATERWORKS

To: The Mayor and Municipal Council
Town of Kingsville

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

Parts of Lots 8-10 Concession 10, and Parts of Lots 7-10 Concession 11, in the former Township of Gosfield North, and being on the north and south sides of Road 11, a distance of approximately 2,150 metres.

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

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

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

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



WATER WORKS POLICY

1. Watermain Petition

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

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

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

2. Authorization of Water Works

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

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

3. Acceptance of Tender

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

4. Payment of Costs

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

5. Assessment of Water Works

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

6. Exceptions of Water Works

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

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

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

7. Installation of Private Service Connections

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

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

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

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

8. General

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

APPENDIX – 1

WATER WORKS POLICY

Legal Authority:

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

Definition:

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

Computation of Water Works Rate

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

Cost of Existing Works

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

APPENDIX – 1

WATER WORKS POLICY – (Continued)

Apportionment

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

Exception from Rates

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

APPENDIX – 2

WATER WORKS POLICY

PETITION FOR WATER WORKS

To: The Mayor and Municipal Council

Town of Kingsville

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

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

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

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

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

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

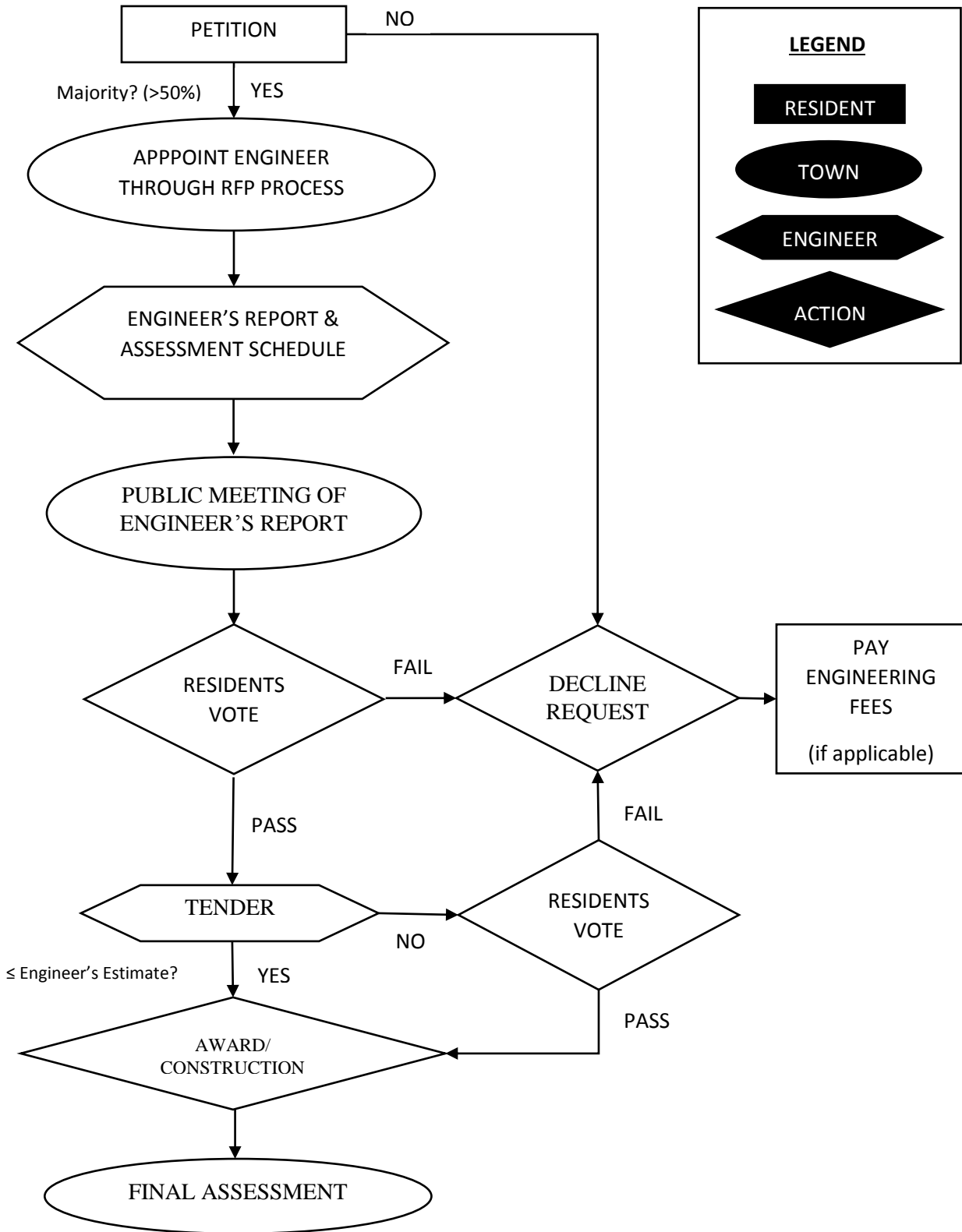
We, being the owner(s), also acknowledge that any costs associated with the preparation of a **Preliminary Engineering Report** shall be paid by the Petitioners, as listed in the petition, in equal proportions.

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

Authorized Employee, Town of Kingsville

Date Passed: January 30, 2002

WATER WORKS POLICY PETITIONING PROCESS





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

Date: January 18, 2018
To: Mayor and Council
Author: Ryan McLeod, CPA, CA
RE: Development Charges – Revised By-law
Report No.: FS-2018-04

AIM

To provide council with information on amendments to the proposed Development Charge by-law and seek their approval of Bylaw 1-2018 to establish development charges in the Town of Kingsville for the period from January 30, 2018 – January 29, 2023.

BACKGROUND

The Town of Kingsville's current Development Charge By-law expires on February 12, 2018. In anticipation of this expiry, a new Development Charge study was published on November 8, 2017, followed by a public meeting on December 11, 2017. Based on feedback received at this public meeting, administration provided council with a follow-up report on January 8, 2019.

DISCUSSION

Based on the direction provided by council on January 8, 2018 and further review of the proposed by-law, the following amendments have been made:

Greenhouse Rates

As directed by Council, the development charges applicable to greenhouses were amended to reflect only the highway portion of services, reducing the effective rate from \$1.07 per sq. ft. to \$0.54 per sq. ft. The by-law was also amended to ensure the greenhouse rate will only be apply to the "non-growing" area of the greenhouse.

Phase-in Schedule

As previously presented to council, the proposed development charges will be phased-in over a 5-year period. The phase-in schedule included in Appendix B of the by-law has been amended to reflect Administration's intention to maintain existing development

charge rates until February 28, 2018, then commence with phase 1 of the new development charge rates on March 1, 2018.

The phase-in calculation for the Urban area rates has also been amended to reflect the expiring rates from the former Ruthven-Kingsville-Lakeshore West (R-K-LW) service area as the starting point, rather than a simple average of the Cottam and R-K-LW rates (as previously presented). As the vast majority of building permits issued over the previous 5-year period relate to the R-K-LW service area, this adjustment will help smooth the transition to the new rates for the majority of the builders in the municipality.

Town-wide vs. Urban Services

The service area map previously included in Appendix C of the by-law has been replaced with an expanded definition of the service areas in section 3.2. This will allow administration to apply the appropriate level of development charges, based on the services available to that property, rather than be committed to a map which may become outdated as service areas change.

LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

FINANCIAL CONSIDERATIONS

The establishment and collection of development charges ensures growth related costs are paid for by the contributors to growth and alleviates the burden of growth from future tax and utility rates.

By phasing in the new development charge rates over the next 5 years, these changes are not expected to have any real impact on the level of development currently experienced in the Town.

CONSULTATIONS

Daryl Abbs, Watson & Associates Economists Ltd.
Gary Scandlan, Watson & Associates Economists Ltd.

RECOMMENDATION

That council approves Bylaw 1-2018 to establish development charges in the Town of Kingsville for the period from January 30, 2018 – January 29, 2023.

Ryan McLeod

Ryan McLeod, CPA, CA
Manager of Financial Services

Peggy Van Mierlo-West

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

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 1-2018

Being a by-law for the imposition of development charges

WHEREAS the Town of Kingsville will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the Town of Kingsville;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the Town of Kingsville or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the Development Charges Act, 1997 (the “Act”) provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services;

AND WHEREAS a development charge background study and addendum has been completed in accordance with the Act;

AND WHEREAS the Council of The Corporation of the Town of Kingsville has given notice of and held a public meeting on the 11th day of December, 2017 in accordance with the Act and the regulations thereto;

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

1. INTERPRETATION

1.1 In this By-law the following items shall have the corresponding meanings:

“accessory” means a building that is normally incidental, subordinate and exclusively devoted to a main building that is located on the same lot therewith and includes a private garage that is not attached to the main building in any way and does not include a fence or a sign.

“Act” means the Development Charges Act, as amended, or any successor thereof;

“agreement” shall mean a contract between the municipality and an owner of land and any amendment thereto;

“apartment unit” means any residential unit within a building containing more than four dwelling units where the units are connected by an interior corridor;

“bedroom” means a habitable room which can be used as sleeping quarters, but does not include a bathroom, living room, dining room or kitchen;

“board of education” has the same meaning as set out in the Education Act, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

"Bona Fide Farm" means the cultivation of land, the production of crops and the selling of such product on the premises, and the breeding and care of livestock and the selling of such livestock or the product of such livestock raised on the premises, and without limiting the generality of the foregoing includes aviaries, apiaries, fish farming, animal husbandry, and the raising and harvesting of field, bush, or tree crops, market gardening, and nurseries. However, “bona fide farm” does not include facilities for the permanent or temporary housing of persons employed on the lot;

“Bona fide farm building” means that part of a bona fide farm operation encompassing barns, silos, and other ancillary development to an agricultural use, but excluding residential and commercial use, a bunk house and greenhouse non-growing area;

“Building Code Act” means the Building Code Act, S.O. 1992, as amended, or any successor thereof;

“bunk house” means a building accessory to a permitted agricultural use containing kitchen and bathroom facilities and sleeping accommodation in individual or combination rooms for workers directly employed by the permitted use;

“capital cost” means costs incurred or proposed to be incurred by the municipality, or a local board thereof, directly or under an agreement, required for the provision of services designated in this By-law within or outside of the municipality;

- (a) to acquire land or an interest in land, including a leasehold interest,
- (b) to improve land,
- (c) to acquire, lease, construct or improve buildings and structures,
- (d) to acquire, construct or improve facilities including,
 - (i) furniture and equipment other than computer equipment, and

(ii) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1990, Chap. P.44, as amended, or any successor thereof; and

(iii) rolling stock with an estimated useful life of seven years or more, and

(e) to undertake studies in connection with any matter under the Act and any of the matters in clauses (a) to (d) above, including the development charge background study required for the provision of services designated in this By-law within or outside the municipality, including interest on borrowing for those expenditures under clauses (a) to (e) above that are growth-related;

“commercial” means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the Corporation of the Town of Kingsville;

“development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that the effect of increasing the size of usability thereof, and includes redevelopment;

“development charge” means a charge imposed with respect to this By-law;

“dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“Engineering Services” means water supply services, sanitary sewer services, storm drainage and treatment services, transportation services and electrical power or energy services;

“Existing” means the number, use and size that existed as of the date this by-law was passed;

“greenhouse” means a building or structure, enclosed by glass or plastic used for the commercial growing of fruits, vegetables, shrubs, trees, flowers or plants.

“greenhouse growing area” means a structure, or portion of a structure, that is used exclusively for the growing of fruits, vegetables, shrubs, trees, plants or flowers.

“greenhouse non-growing area” means a structure, or portion of a structure, that is used for all activities excluding those areas designated for the growing of fruits, vegetables, shrubs, trees, plants or flowers. The non-growing area includes, but is not limited to, areas for storage, shipping, receiving, packing and offices.

“gross floor area” means:

- (a) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and
- (b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:
 - (i) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;
 - (ii) loading facilities above or below grade; and
 - (iii) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“Institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the Town of Kingsville or any part or parts thereof;

“local services” means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

“mixed use building” means a building that is used and/or designated to be used for both residential and non-residential purposes;

“multiple dwellings” means all dwellings other than single-detached, semi-detached and apartment unit dwellings;

“municipality” means the Corporation of the Town of Kingsville;

“net capital cost” shall mean the capital cost, less capital grants, subsidies and other contributions made to the municipality or that the Council anticipates will be made, including conveyances or payments under Sections 42, 51 and 53 of the Planning Act, in respect of the capital cost;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

“Official Plan” means the Official Plan adopted for the Town, as amended and approved;

“Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed’

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the *Assessment Act*, R.S.O. 1990, C.A. 31, as amended, or any successor legislation thereof;

“Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“Residential Dwelling” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

“residential use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This also includes a Dwelling Unit on land that is used for an Agricultural Use;

“row dwelling” means a building containing three or more attached dwelling units in a single row, each of which dwelling units has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

“semi-detached dwelling” means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;

“service” means a service designed in Schedule “A” to this By-law, and “services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the municipality relative to the provision of municipal services to specified land within the municipality;

“single detached dwelling unit” means a residential building consisting of one dwelling unit and not attached to another structure;

“Town” means the area within the geographic limits of the Town of Kingsville;

“wind turbine” means a part of a system that converts energy into electricity, and consists of a wind turbine, a tower and associated control or conversion electronics. A wind turbine and energy system may be connected to the electricity grid in circuits at a substation to provide electricity off-site for sale to an electrical utility or other intermediary; and

“Zoning By-Law” means the Zoning By-Law of the Town of Kingsville, or any successor thereof passed pursuant to Section 34 of the Planning Act, S.O. 1998.

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this By-law are as follows:

- (a) Services Related to a Highway;
- (b) Municipal Parking Spaces;
- (c) Fire Protection Services;
- (d) Police Services;
- (e) Indoor & Outdoor Recreation Services;
- (f) Library Services;
- (g) Administration (studies);
- (h) Non-Administration Facilities;
- (i) Storm Water Drainage and Control Services;
- (j) Wastewater Services
- (k) Water Services

2.2 The components of the services designated in section 2.1 are described in Schedule A.

3. APPLICATION OF BY-LAW RULES

3.1 Development charges shall be payable in the amounts set out in this By-law where:

- (a) the lands are located in the area described in section 3.2; and
- (b) the development of the lands requires any of the approvals set out in subsection 3.4(a).

Area to Which By-law Applies

3.2 Subject to section 3.3, this By-law applies to all lands in the Town of Kingsville whether or not the land or use thereof is exempt from taxation under s. 13 or the Assessment Act.

- (a) development charges for water services are applicable in areas serviced by municipal water;
- (b) development charges for wastewater services are applicable in areas serviced by municipal wastewater;
- (c) development charges for stormwater services are applicable in areas serviced by municipal stormwater; and
- (d) development charges for all other services are applicable in all areas of the Town.

3.3. Notwithstanding clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:

- (a) the municipality or a local board thereof;
- (b) a board of education;
- (c) the Corporation of the County of Essex or a local board thereof;
- (d) a place of worship; or
- (e) a bona fide farm building.

Approvals for Development

3.4 (a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:

- (i) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the Planning Act;
 - (ii) the approval of a minor variance under section 45 of the Planning Act;
 - (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;
 - (iv) the approval of a plan of subdivision under section 51 of the Planning Act;
 - (v) a consent under section 53 of the Planning Act;
 - (vi) the approval of a description under section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (vii) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (b) No more than one development charge for each service designated in subsection 2.1 shall be imposed upon any lands, buildings or structures to which this By-law applies even though two or more of the actions described in subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- (c) Despite subsection 3.4(b), if two or more of the actions described in subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

- (a) an enlargement to an existing dwelling unit;
- (b) one or two additional dwelling units in an existing single detached dwelling; or
- (c) one additional dwelling unit in any other existing residential building;
- (d) the growing area of a greenhouse

3.6 Notwithstanding section 3.5(b), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.

3.7 Notwithstanding section 3.5 (a), (b) and (c), development charges shall be imposed if the additional unit has a gross floor area greater than

- i. in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
- ii. in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.

3.8 Exemption for Industrial Development:

3.8.1 Notwithstanding any other provision of this by-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.

3.8.2 If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

- 1) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
- 2) divide the amount determined under subsection 1) by the amount of the enlargement

3.9 For the purpose of section 3.8 herein, “existing industrial building” is used as defined in the Regulation made pursuant to the Act.

Amount of Charges

Residential

3.10 The development charges set out in Schedule B shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential uses in the mixed use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

3.11 The development charges set out in Schedule B for bunk houses shall be imposed subject to section 3.10 on a per capita basis, per building, and up to a maximum of 10 persons per building.

Non-Residential

3.12 The development charges described in Schedule B to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use for all uses except wind turbines. Development charges described in Schedule B to this by-law shall be imposed on Wind turbines on a per unit basis.

Reduction of Development Charges for Redevelopment

3.13 Despite any other provisions of this By-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 5 years prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

(a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under subsection 3.10 and 3.11 by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and

(b) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.12, by the gross floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time of Payment of Development Charges

3.14 Development charges imposed under this By-law are calculated, payable, and collected upon issuance of a building permit for the development.

3.15 Despite section 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.

4. PAYMENT BY SERVICES

4.1 Despite the payment required under subsections 3.11 and 3.12, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this By-law.

5. INDEXING

5.1 Development charges imposed pursuant to this By-law shall be adjusted annually, without amendment to this By-law, commencing on January 1, 2019 and annually thereafter, in accordance with the prescribed index in the Act.

6. SCHEDULES

6.1 The following schedules shall form part of this By-law:

Schedule A - Components of Services Designated in section 2.1

Schedule B - Residential and Non-Residential Development Charges

7. CONFLICTS

7.1 Where the Town and an owner or former owner have entered into an agreement with respect to land within the area to which this By-law applies, and a conflict exists between the provisions of this By-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.

7.2 Notwithstanding section 7.1, where a development which is the subject of an agreement to which section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4(a), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this By-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

8.1 If, for any reason, any provision of this By-law is held to be invalid, it is hereby declared to be the intention of Council that all the remainder of this By-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

9.1 This By-law shall come into effect at 12:01 AM on January 30, 2018.

10. DATE BY-LAW EXPIRES

10.1 This By-law will expire at 11:59 PM on January 29, 2023 unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAWS REPEALED

11.1 By-law Numbers 12-2013, 27-2013, and 53-2015 are hereby repealed as of the date and time of this By-law coming into effect.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 29th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

SCHEDULE “A” TO BY-LAW
COMPONENTS OF SERVICES DESIGNATED IN SUBSECTION 2.1

100% Eligible Services

Storm Water Drainage and Control Services

Wastewater Services

Water Services

Services Related to a Highway

Roads, Bridges and Culverts

Traffic Signals

Sidewalks

Streetlights

Public Works Facilities

Public Works Fleet

Police Services

Police Stations

Police Small Equipment and Gear

Fire Protection

Fire stations

Fire pumps, aerials, tankers and rescue vehicles

Fire Small equipment and gear

90% Eligible Services

Municipal Parking Spaces

Indoor and Outdoor Recreation Services

Parkland development, Amenities, and Trails

Recreation Facilities

Vehicles and Equipment

Library Services

Public Library Space

Administration

Growth Related Studies

Non-Administration Facilities

Schedule “B”
By-law No. 1-2018
Schedule of Development Charges

	Effective Jan 30, 2018**	Effective March 1, 2018	Effective Jan 1, 2019*	Effective Jan 1, 2020*	Effective Jan 1, 2021*	Effective Jan 1, 2022*
TOWN WIDE (No access to Municipal Water, Wastewater or Stormwater services)						
Residential						
Single and Semi-Detached Dwelling	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569
Apartments - 2 Bedrooms + (per unit)	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391
Other Multiples (per unit)	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116
Bunk Houses (per capita - max. 10x)	\$ -	\$ 499	\$ 998	\$ 1,497	\$ 1,996	\$ 2,495
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.37	\$ 0.42	\$ 0.47	\$ 0.52	\$ 0.57	\$ 0.59
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545
TOWN WIDE (with access to Municipal Water only)						
Residential						
Single and Semi-Detached Dwelling	\$ 8,246	\$ 8,795	\$ 9,344	\$ 9,893	\$ 10,442	\$ 10,991
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 3,752	\$ 4,060	\$ 4,368	\$ 4,676	\$ 4,984	\$ 5,293
Apartments - 2 Bedrooms + (per unit)	\$ 4,844	\$ 5,178	\$ 5,512	\$ 5,846	\$ 6,180	\$ 6,512
Other Multiples (per unit)	\$ 6,018	\$ 6,333	\$ 6,648	\$ 6,963	\$ 7,278	\$ 7,587
Bunk Houses (per capita - max. 10x)	\$ -	\$ 740	\$ 1,480	\$ 2,220	\$ 2,960	\$ 3,700
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.37	\$ 0.51	\$ 0.65	\$ 0.79	\$ 0.93	\$ 1.09
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545
URBAN (access to Municipal Water, Wastewater and Stormwater services)						
Residential						
Single and Semi-Detached Dwelling	\$ 8,943	\$ 9,801	\$ 10,659	\$ 11,517	\$ 12,375	\$ 13,234
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 4,069	\$ 4,530	\$ 4,991	\$ 5,452	\$ 5,913	\$ 6,373
Apartments - 2 Bedrooms + (per unit)	\$ 5,253	\$ 5,771	\$ 6,289	\$ 6,807	\$ 7,325	\$ 7,841
Other Multiples (per unit)	\$ 6,526	\$ 7,048	\$ 7,570	\$ 8,092	\$ 8,614	\$ 9,136
Bunk Houses (per capita - max. 10x)	\$ -	\$ 891	\$ 1,782	\$ 2,673	\$ 3,564	\$ 4,456
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.71	\$ 1.03	\$ 1.35	\$ 1.67	\$ 1.99	\$ 2.33
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545

* Subject to annual indexation in accordance with the bylaw

** Rates effective from Jan 30 - March 1st, 2018 reflect the lesser of: existing 2017 rates and 2018 phased-in rates



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

Date: January 9, 2018

To: Mayor and Council

Author: Chuck Parsons, Fire Chief

RE: Agreement with County Of Essex (Windsor-Essex Emergency Medical Services)

Report No.: FD-2018-001

AIM

To request that the lease agreement with the County of Essex (Windsor-Essex Emergency Medical Services) be renewed for the use of the facilities at the Kingsville Fire Department for the term of January 1, 2018 to December 31, 2022.

BACKGROUND

The Town of Kingsville Fire Department currently houses a base for Windsor-Essex Emergency Medical Service at the south station under an agreement that expired December 31, 2017. The base has provided timely response to the citizens of the Town of Kingsville and related area.

DISCUSSION

The agreement will continue status quo with the option of Windsor-Essex Emergency Medical Services to have access to the north station as a stand-by location when needed for an Emergency Response Vehicle to stage. There is no accommodation for the vehicle to be store inside the station but staff may utilize the station as a location to temporarily stand-by until deployed.

The original agreement have called for a decrease in rent at the end of 2017 from the completion of capital improvements of the construction of the original expansion to house the base but both parties have agreed to hold rents for a five year term with the additional access to the north station.

LINK TO STRATEGIC PLAN

To promote a safe community.

FINANCIAL CONSIDERATIONS

The lease amount, as agreed to, will be \$12,400 per annum.

CONSULTATIONS

Peggy Van Mierlo-West, C.A.O.
Jennifer Astrologo, Director of Corporate Services
Rob Maisonville, County C.A.O.
Bruce Krauter, Chief, Windsor-Essex Emergency Medical Services
Chris Grant, Deputy Chief, Windsor-Essex Emergency Services

RECOMMENDATION

That council approves the lease agreement between the Town of Kingsville and the County of Essex (Windsor-Essex Emergency Medical Services) and authorizes Mayor Santos and Jennifer Astrologo to sign the aforementioned agreement.

Chuck Parsons

Chuck Parsons, CMM III
Fire Chief

Peggy Van Mierlo-West

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

EMERGENCY MEDICAL SERVICES STATION LEASE

In pursuance of the Short Forms of Leases Act, R.S.O. 1990, c. S.11, and dated this day _____ of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called "**the Town**"

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF ESSEX
hereinafter called "**the County**"

OF THE SECOND PART

WHEREAS the Town is the owner of the lands municipally known as 1720 Division Road North, in the Town of Kingsville, together with all buildings and structures erected thereon;

AND WHEREAS the Town has agreed to lease a portion of the fire station located at 1720 Division Road North, in the Town of Kingsville, to the County for use as an emergency medical services station on the terms and conditions hereinafter set out;

IN CONSIDERATION OF the rents, covenants and agreements reserved and contained on the part of the County to be paid, observed and performed, the Town and the County agree one with the other as follows:

1. Premises

(1) The Town doth demise and lease unto the County and the County doth lease and take from the Town, that portion of the fire station located at 1720 Division Road North, Kingsville, containing 1,290 square feet of usable floor area for the purpose operating an emergency medical services station. The leased premises are shown in bold outline on a floor plan sketch of the said fire station attached hereto as Schedule "A".

(2) To have and to hold the demised premises for a term of five (5) years commencing on January 1, 2018 and terminating on December 31 , 2022 subject to the right of termination as set out in clause 5.

2. Rents

(1) Yielding and paying for the each year of the term unto the Town the sum of \$3,100.00 per quarter, payable on March 31, June 30, September 30 and December 15, of each year.

(2) The Town agrees to provide, throughout the term of this Lease, such utilities as the County may reasonably require including water, gas, electric power or energy, steam or hot water; but the Town shall not be liable for the failure to provide such utilities when such failure is beyond the Town's control. The Town acknowledges that the costs of these services shall be included in the rental rate as a set out in clause (1) above.

3. Other Facilities

(1) The Town acknowledges that there is only one washroom and shower facility located within the demised premises. In the event the County deems it necessary or appropriate to provide a second washroom and/or shower facility for its employees, servants or agents, the Town shall permit access for such purposes to a second such facility within the remaining portion of fire station (office entry area access), at no additional cost to the County.

(2) The Town hereby agrees that the training room located in the fire station may be used by the County, its employees, servants and agents, at no additional cost to the County. However, it is understood and agreed by the County that the employees of the fire department of the Town shall have the first right of access to this training room. In the event any difficulties arise in sharing the use of this training room, the Town reserves the right to restrict the use of the room by the County to specifically scheduled times, or to revoke all permission to use the room.

(3) The Town hereby agrees that the training room, kitchen and washroom area located in the north fire station (120 Fox Street) may be used by the County, its employees, servants and agents, at no additional cost to the County for a stand by location for an

Emergency Response Vehicle crew member. However, it is understood and agreed by the County that the employees of the fire department of the Town shall have the first right of access to this training room, kitchen and washroom area. In the event any difficulties arise in sharing the use of this training room, kitchen and washroom area, the Town reserves the right to restrict the use of the room by the County to specifically scheduled times, or to revoke all permission to use the room.

4. Overholding by the County

In the event that the Town permits the County to remain in occupation of the premises without objection by the Town after the expiration of the term and any extension or extensions thereof, the County shall be deemed to be a tenant from month to month at a monthly rental rate equal to one-twelfth of the annual rental calculated in accordance with clause 2, and otherwise upon and subject to all covenants and agreements of this Lease applicable to a monthly tenancy.

5. Right of Termination

If either party wishes to terminate this Lease, then it shall have the right to so terminate this Lease upon giving the other party at least 12 months written notice of its desire to do so.

6. Parking

The County shall be entitled to the use of four (4) parking spaces on the lands upon which the demised premises are located, such spaces to be assigned by the Town to the County.

7. Payment of Rent

The County covenants with the Town to pay the rent.

8. Quiet Enjoyment

The Town covenants with the County for quiet enjoyment.

9. Assignment

The Town and the County covenant and agree that the County shall not at any time assign this Lease or sublet any part or parts of the premises without the written consent of the Town, which consent shall not be unreasonably withheld, and in the event of any such assignment or subletting, the County agrees that it will provide the Town with a true copy of the instrument of assignment or subletting.

10. County's Default

This Lease confirms the right of re-entry by the Town on non-payment of rent or non-performance of covenants by the County.

11. Liability and Indemnity

(1) The Town and the County covenant and agree that the Town shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the County, or any employee, agent or invitee of the County, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(2) The Town and the County covenant and agree that the County shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Town, or any employee, agent or invitee of the Town, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(3) With the exception of claims arising as a result of the Town's negligence or arising as a result of the Town's failure to fulfil its obligations set out in this Lease, the County covenants to indemnify the Town against all claims, including construction lien claims, by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the County, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, expenses and liabilities which the Town may incur with respect to any such claim.

12. Insurance

(1) The Town shall insure the building and premises against insurable risks.

(2) The County shall be responsible for placing insurance upon the contents of the demised premises.

(3) The County agrees to provide by way of comprehensive public liability insurance pertaining to the demised premises in a minimum amount of \$2,000,000.00, with the Town

as an additional named insured and a provision for cross-liability under the insurance policy and to furnish the Town with an updated certificate of insurance throughout the term.

13. Repairs by the County

(1) The County covenants with the Town:

- (a) to repair the premises (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);
- (b) that the Town may enter the premises and view the state of repair on reasonable written notice and during business hours;
- (c) that the County will repair the premises according to notice in writing from the Town (reasonable wear and tear and damage by fire, lightning and tempest only excepted), and
- (d) that the County will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

14. Maintenance and Repair by the Town

(1) The Town shall be responsible to maintain and repair the exterior of the demised premises and any common internal areas.

(2) It is understood and agreed that, notwithstanding the other provisions of this Lease, if the building is damaged or destroyed by fire, lightning or tempest or by other casualty against which the Town is insured, so as to render the demised premises unfit for the purpose of the County or incapable of access, the rent hereby reserved or a proportionate part thereof, according to the nature of the damage to the demised premises, shall abate until the demised premises are rebuilt. The Town agrees that it will with reasonable diligence repair the demised premises and make the same capable of access, unless this Lease is terminated as hereinafter provided. If the demised premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects of the Town the demised premises cannot be rebuilt or made fit for the purposes of the County within 180 days of the damage or destruction, the Town instead of making the demised premises fit for the County may at its option terminate this Lease by giving notice of termination to the County within 90 days after such damage or destruction. Thereupon the rent and any other payment for which the County is liable under this Lease shall be apportioned and paid to the date of such damage and the County shall immediately deliver up possession of the demised premises to the Town.

15. Alterations, Partitions, Improvements

(1) If the County during the term of this Lease or any renewal thereof desires to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the County's rights to make such alterations to the demised premises shall be subject to the conditions contained herein.

(2) Before undertaking any such alterations, the County shall submit to the Town a plan showing the proposed alterations and shall obtain the written approval and consent of the Town.

(3) All such alterations shall conform to all building regulations then in force affecting the demised premises.

(4) Such alterations will not be of such kind or extent so as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building or interfere with the use and enjoyment of the demised premises by the Town.

(5) Except as provided in this clause, the County will not erect or remove or change the location or style of any partitions or fixtures without the written consent of the Town being first had and obtained.

(6) At the expiration of the term hereby granted or any renewal thereof, the County shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Town) provided the County makes good all damage occasioned to the demised premises by the taking down or removal thereof.

(7) In the event the County requires additional space to operate the emergency medical services station, the Town agrees to review those requirements with the County and to consider negotiating the terms of either leasing additional space to the County or to constructing an addition onto the demised premises in consultation with the County.

16. Termination

It is mutually agreed that if the County defaults in any payment of rent when due or in performing any of the terms, covenants or provisions of this Lease, the Town may forward notice in writing of such default to the County. Failure of the County to cure such default to the satisfaction of the Town within 60 days after the date of receipt of such notice shall, at the option

of the Town, work as a forfeiture of the Lease and shall give the Town the right, at its option, to treat this Lease as cancelled and terminated. The term and estate vested in the County, as well as all other rights of the County under this Lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Lease had expired, and the Town may enter in and take possession of the demised premises.

17. Notice

Any notice to be given pursuant to this Lease shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, prepaid and registered, in the case of the Town addressed to it in care of the Director of Corporate Services of the Town at 2021 Division Road North, Kingsville, Ontario N9Y 2Y9, and, in the case of the County addressed to it in care of the Clerk of the County at 360 Fairview Avenue West, Suite 202, Essex, Ontario N8M 1Y6, or such other address as the parties may designate by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery, if such notice is served personally or, if mailed, 3 days after such mailing.

18. Time of Essence

Time shall be of the essence, save as otherwise provided in this Lease.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR – N. SANTOS

CLERK – JENNIFER ASTROLOGO

THE CORPORATION OF THE COUNTY OF ESSEX

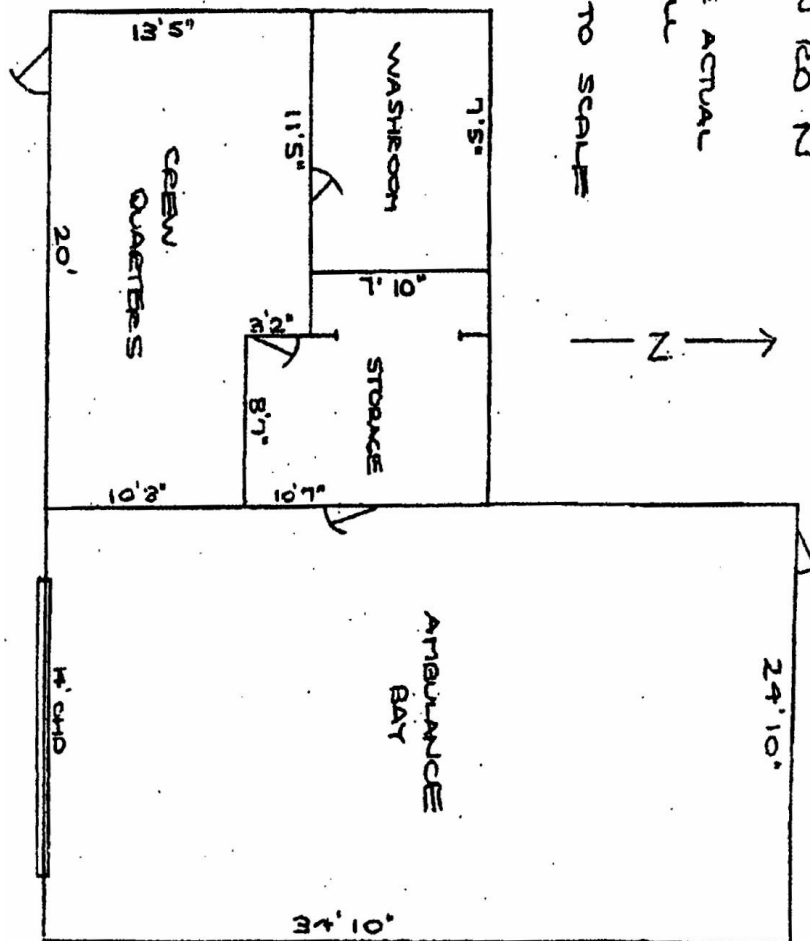
WARDEN – COUNTY OF ESSEX

CLERK – COUNTY OF ESSEX

SCHEDULE "A"

KINGVILLE E.M.S. BASE
1720 DIVISION RD N

DISTANCES ARE ACTUAL
INTERIOR WALL
MEASURE
DRAWING NOT TO SCALE





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

Date: January 22, 2018
To: Mayor and Council
Author: Chuck Parsons, Fire Chief
RE: Tiered Response Agreement
Report No.: FD-2018-002

AIM

To request council approval of a revised Medical Tiered Response Agreement with the Essex-Windsor E.M.S.

BACKGROUND

The fire department has operated under a Medical Tiered Response Agreement with the Essex-Windsor E.M.S. for a number of years. The agreement was recently updated and the revised agreement requires council approval.

DISCUSSION

The tiered agreement is between the Essex-Windsor E.M.S. and the eight fire departments and is administered by the Central Ambulance Communications Centre. The revised agreement is similar to the existing agreement save and except that it address the following items:

- Significant delay has been modified to Limited E.M.S. Resource Deployment
- Exceptions for tiered response to Schedule A facilities and health care facilities.

Windsor-Essex E.M.S. has reviewed the requirements for fire departments to respond and have changed the requirements as to not overtax resources for unnecessary responses.

LINK TO STRATEGIC PLAN

To promote a safe community.

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

FINANCIAL CONSIDERATIONS

There are no financial implications

CONSULTATIONS

Essex-Windsor E.M.S., Bruce Krauter
Essex County Fire Chiefs

RECOMMENDATION

That council approves the Medical Tiered Response Agreement between the Corporation of the Town of Kingsville (Fire Department) and Essex-Windsor E.M.S. and authorizes Mayor Santos to sign the aforementioned agreement.

Chuck Parsons

Chuck Parsons, C.M.M. III
Fire Chief

Peggy Van Mierlo-West

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

'Schedule A'

LONG TERM CARE FACILITIES		
Aspen Lake	9855 McHugh Street	Windsor
Banwell Gardens	3000 Banwell Rd	Windsor
Berkshire Care Centre	350 Dougall Ave	Windsor
Brouillette Manor	11900 Brouillette Crt	Windsor
Chateau Park Long Term Care Home	2990 Riverside Dr W	Windsor
Country Village Health Care Centre	440 County Road 8	Woodslee
Extendicare (Canada) Inc. – Tecumseh	2475 St. Alphonse St	Tecumseh
Extendicare (Canada) Inc. – Southwood Lakes	1255 North Talbot Road	Windsor
Heron Terrace Long Term Care Community	11550 McNorton St	Windsor
Huron Lodge Home for Seniors	1881 Cabana Road West	Windsor
Iler Lodge	111 Iler Ave	Essex

Franklin Gardens Long Term Care Home	24 Franklin Road	Leamington
Leamington United Mennonite Home & Apartments	35 Pickwick Drive	Leamington
Regency Park Long Term Care Home	567 Victoria Ave	Windsor
Richmond Terrace	89 Rankin Ave	Amherstburg
Riverside Place	3181 Meadowbrook Lane	Windsor
Royal Oak Long Term Care Centre	1750 Division Road North	Kingsville
Sun Parlor Home for Senior Citizens	175 Talbot Street East	Leamington
The Village at St. Clair	2000 Talbot Road West	Windsor
HOSPICE LOCATIONS		
The Hospice of Windsor and Essex County Inc. - Windsor	6038 Empress St	Windsor
The Hospice of Windsor and Essex County Inc. - Leamington	197 Talbot Street West Suite 701	Leamington
COMMUNITY HEALTH CENTRES		
City Centre Health Centre	1400 Windsor Ave.	Windsor

Diabetes Wellness	2885 Lauzon Parkway, Unit 107	Windsor
Windsor Essex Community Health Centre – Head Office	1361 Ouellette Ave	Windsor
Windsor Essex Community Health Centre - Leamington	33 Princess Street, Suite 450	Leamington
Windsor Essex Community Health Centre – Pickwick Plaza	7621 Tecumseh Road East	Windsor
Sandwich Community Health	3320 College Ave	Windsor
Street Health	711 Pelissier Street	Windsor
Teen Health	1361 Ouellette Ave	Windsor
HOSPITALS		
Hotel Dieu Grace Healthcare - Tayfour Campus	1453 Prince Road	Windsor
Leamington District Memorial Hospital	194 Talbot Street West	Leamington
Windsor Regional Hospital – Metropolitan Campus	1995 Lens Ave.	Windsor
Windsor Regional Hospital – Ouellette Campus	1030 Ouellette Ave.	Windsor

MEDICAL TIERED RESPONSE AGREEMENT

BETWEEN:

Essex Windsor EMS

(EWEMS)

-and-

(Fire Services)

The following agreement defines the criteria for EWEMS to initiate a Medical Tiered Response request for Fire Services. It is understood that the Windsor Central Ambulance Communications Centre (W-CACC) is the communication link between EWEMS and local Fire Services. W-CACC is responsible for all Medical Tiered Response communication between the agencies.

It is assumed that Fire Services will be tiered to calls in which their assistance is required as part of their responsibilities identified in the Fire Protection and Prevention Act, 1997 and any other applicable provincial and municipal legislation.

The Medical Tiered Response Agreement is a separate document that encompasses the following Emergency Call Types, Response Criteria Table and associated definitions;

Emergency Call Types

- a) Multi-Casualty Incidents
- b) Industrial Accidents
- c) Entrapment, Extrication and other Rescues
- d) Motor Vehicle Collision requiring EWEMS

Response Criteria Table

Fire Service	Cardiac Respiratory Arrest	Airway Obstruction	Unconscious Unresponsive	Limited Resource	When requested by Paramedics
Windsor					
Lakeshore					
LaSalle					
Amherstburg					
Essex					
Kingsville					
Tecumseh					
Leamington					

Definitions:

Fire Services include:

- City of Windsor
- Town of Lakeshore
- Town of LaSalle
- Town of Amherstburg
- Town of Essex
- Town of Kingsville
- Town of Leamington
- Town of Tecumseh

1. Industrial Accident

An injury at an industrial or construction setting that meets what is defined or perceived as a *critical injury* or involves entrapment.

*** Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area. Ford Security must be contacted*

2. Critical Injury

Places life or limb in jeopardy including, but not limited to;

Patient is unconscious **or**

Possibility of substantial loss of blood **or**

Possibility of fracture to leg or arm but not finger or toe **or**

Amputation of leg, arm, hand or foot, but not finger or toe **or**

Consists of burns to major portion of body **or**

Causes loss of sight in an eye

3. Motor Vehicle Collision (MVC)

Code 4 EMS response for a MVC including;

Air bag deployment **or**

Entrapment of occupants **or**

Hazards including but not limited to; electrical wires down, vehicle fluids leaking, natural gas leaks and ice or water rescue

4. Cardiac/ Respiratory Arrest

Cardiac Arrest is the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings). Respiratory Arrest is the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings) but will still have a palpable pulse rate.

5. Airway Obstruction

Is the partial or complete blockage of the breathing passages to the lungs. Without intervention, will lead to Cardiac/respiratory Arrest

6. Unconscious Unresponsive

Is the Interruption of awareness of oneself and one's surroundings, lack of the ability to notice or respond to stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

7. Limited EMS Resource Deployment

Normal EMS Resource deployment is when twelve (12) ambulances are strategically located in the twelve (12) ambulance stations located throughout the region. When volumes demand increases, resources are deployed and ultimately EMS can move to limited status.

EMS has coded resource status as follows;

Yellow is when EMS Resources (ambulances) are equal to or less than six (6) available ambulances in the region.

Red is when EMS Resources (ambulances) are equal to or less than two (2) available ambulances in the region

Black is when EMS Resources (ambulances) are depleted and zero (0) ambulances are available in the region

Fire Service can be tiered on a Life or Limb initial response (Code 4) when EMS resources are in Red or Black Status only. Fire will not be tiered to long term care residents at any time or due to Code 3 delay in response enacting.

8. When Requested by Paramedics

When an EMS resource is on scene and requires the assistance of the Fire Services for the following, but not limited to;

Lift assistance that overwhelms the resources of the EMS Crew **or**

Extrication for a scene that requires the expertise and resources of the Fire Services **or**

Access and egress to the scene utilizing the staff and resources of the Fire Services **or**

MVC that is not identified upon receipt of response **or**

Hazardous scene

9. Exceptions

Fire Services shall not be Tiered for medical response when the following apply;

- When CACC is made aware the patient is to have a Do Not Resuscitate Validity Form **OR**
- The response is to a Long Term Care facility or Health Care facility where the staff are able to provide the same level of service or higher than as the responding Fire Service. Please refer to Schedule A

NOTE: Schedule A is a list of organizations and location which Fire Services should not be tiered for a Medical Assist. Schedule A is compiled from the Erie St. Clair LHIN. The schedule, although comprehensive, may not be reflective of the entire list of organizations. This list may be amended, expanded or lessened upon review of the status of ESCLHIN data set.

As a basic rule, Fire Services should not be tiered for a Medical Assist to;

- Doctor Offices
- Dentist Offices
- Family Health Teams
- Nurse Practitioner Led Offices
- Hospitals
- Hospice
- Community Health Centres

10. Disclosure

This agreement recognizes that the fire services may not be able to respond when occupied with a fire or for any other reason as determined by the senior on-duty fire officer. Further, Fire Service response is based upon circumstances and resources available at the time of the occurrence. This Medical Tiered Response Agreement will be maintained, reviewed and revised as required by the agencies involved.

Windsor CACC will not be held responsible for any associated financial cost with the application or interpretation of this agreement.

11. Tiered Medical Response Fire Service Grant

As per the Essex County Council Report 2007-R0005-LA-07-18-BB (attached), Fire Service Annual Grant, Essex Windsor EMS will grant the following Fire Services One Thousand dollars (\$1,000) per defibrillator;

- City of Windsor
- Town of Tecumseh
- Town of LaSalle
- Town of Lakeshore
- Town of Amherstburg
- Town of Essex
- Town of Kingsville

The grant funding is intended for the ongoing preventative maintenance programs of each defibrillator, replacement of defibrillators, ongoing supplies and associated training. At the commencement of each calendar year, each Fire service must submit an inventory list of Tiered Response Defibrillator to determine eligibility for the grant funding.

12. Expendable Medical Equipment/Supplies

Essex Windsor EMS will supply expendable medical supplies used by the Fire Service partners at medical response incidents. Such items include;

- Medical oxygen cylinders
- Defibrillator Pads
- Oxygen Masks
- Oropharyngeal airways
- Burn gel dressings
- Suction canisters

Replacement of supplies will be on a one for one basis and must be associated to a medical response. A Windsor CACC Ambulance Run Number must be placed with any orders. In some circumstances Fire Service may replace from the EMS Ambulance, understanding this should not delay transport or reduce stock in the ambulances below Standard.

If expendable supplies are scheduled to expire, EWEMS will exchange such equipment no later than six (6) months prior to the expiry date. Any items expiring within six (6) months or have expired, are the responsibility of the Fire Service to replace.

EWEMS will share vendors' lists and pricing to ensure the Fire Services experience the same pricing template as EWEMS.

13. Defibrillators

It is understood that the Fire Service defibrillators are the property of the individual Fire Services. Replacement or enhancement of defibrillators is also the responsibility of each Fire Service. EWEMS will provide guidance and consultation on the selection of any defibrillators to ensure compatibility and compliance, with both EMS and Public Access Defibrillation (PAD)

EWEMS will ensure Fire Services are aware of any future EWEMS replacement plans or decisions to ensure compatibility and compliance and to ensure any replacement is fiscally responsible to all parties.

14. Defibrillator Preventative Inspection Program (PIP)

EWEMS will coordinate a contract to ensure each Fire Service defibrillator is inspected by the manufacturer biometrics department. Preventative Inspection Program (PIP) reports on each defibrillator listed in the Grant Funding Inventory must be submitted annually to EWEMS for verification of Grant Funding responsibilities.

Ongoing maintenance and damage repair is the responsibility of the Fire Service.

Continuing Quality Assurance (CQI)

1. Training

EWEMS, in collaboration with the Fire Services and local medical direction will review the current International Liaison Committee On Resuscitation (ILCOR) guidelines, the current MOH<C Standards of Practice in Resuscitation, the Ontario Base Hospital Group (OBHG) protocols and the direction of the Provincial Medical Advisory Committee (MAC) to determine the current and future best practice in developing a robust, comprehensive and consistent resuscitation training curriculum to be delivered the respective fire services.

The intent is to deliver comprehensive, seamless and consistent resuscitation to the residents and visitors of Windsor and Essex County.

EWEMS, local medical direction and the fire services agree to train the trainers to allow for the local fire service to schedule, maintain and review the training provided. The medical director has oversight of all training being delivered to the local fire services.

EWEMS and the local fire services agree to utilize and share any resources or equipment to provide the ongoing annual training.

Training shall be completed annually and be comprised of:

- CPR
- AED Operation
- Review of current ILCOR and Provincial Protocols
- Review of local Protocols and equipment

Costs associated for all training is the responsibility of the individual Fire Service.

2. Call Response Audit

Upon completion of any Medical Assist Response (MAR), the Fire service shall, as soon as operationally feasible;

- Complete a MAR form and submit to EWEMS
- Download the applicable AED data and send to EWEMS, if available
- If Download is not available, Professional Standards Division will arrange for a defibrillator loaner while the download process is complete.
- Submit a expendable supply replacement form to EWEMS

Upon receipt of the above, EWEMS will, as soon as operationally feasible;

- Review the MAR form and attach to the corresponding eACR
- Review the AED download and attach to the corresponding eACR
- Review the AED download and complete a CPR Process report and submit to the applicable Fire Service
- Review and complete a restocking of the resupply order and notify the applicable Fire Service.

This agreement shall remain in force until any party provides written notification of their intent to change or discontinue the practices herein referenced. This Agreement shall be reviewed by all parties at the request of any participating agency.

Signed on this _____ day of _____ 2018

Chief Essex Windsor EMS
Bruce Krauter

Municipal signatory and Title



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

Date: November 28, 2017
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: Artisan Alley Summary
Report No.: MS 2017- 59

AIM

To provide Council with a summary list of property owners which own part, or abut the alley behind the northwest block of businesses at the corner of Division St. North and Main St West, and an estimate to improve the alley including but not limited to paving.

BACKGROUND

During the regular meeting of Council held November 14th 2017, Susan Dupont Baptista, Joan Cotte, Andrea Mercier, and Arlene Murphy (listed petitioners) made a presentation identifying a possible utilization of the alley beyond the current use, and proposed grant funding could be used towards the Artisan Alley initiative.

703-2017

Moved by Councillor Thomas Neufeld

Seconded by Councillor Tony Gaffan

Council direct Administration to prepare a Report identifying the property owners of the alley behind the northwest block of businesses at the corner of Division St. North and Main St. and a costing of the paving of the area.

DISCUSSION

The Town owned alley behind the northwest block of Main St West and Division St North commonly known as the "Chestnut St Alley", has historically been used as rear access to the commercial properties located along Main St West. The area is generally unimproved, although is serviced by Storm, and Sanitary Sewers which were installed during the 2009 Sewer Separation Program. The surface is compacted aggregate.

The private lands which abut the Town owned portion which comprise the rest of the “Alley” are unserviced and in varied degrees of repair.

Administration has reviewed the lands identified and prepared a map identifying property which comprise and or abut the alley. (Appendix A).

Administration has also prepared a preliminary cost estimate based on the understood scope of the project in order to provide Council with an accurate estimate to improve the alley including but not limited to drainage improvements, and hard surfacing.

LINK TO STRATEGIC PLAN

Promote the betterment, self-image and attitude of the community.

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

FINANCIAL CONSIDERATIONS

Private Property

- Install catchbasin & lead and tie-in to existing manhole in public alley	\$ 3,300 \$ 4,300
- Grade existing lot and remove and dispose of excess material	\$30,100
- Pave two lifts of 100mm asphalt	
Total	<u>\$37,700</u>

Public Property (Alley) – Includes both East/West and North/South Legs

- Grade existing alley and remove and dispose of excess material	\$ 7,000 \$27,680
- Pave two lifts of 100mm asphalt	
Total	<u>\$36,280</u>

Contingency @ 15%	<u>\$11,000</u>
Total Site Works (excl. HST)	<u>\$84,980</u>

CONSULTATIONS

Municipal Services internal

RECOMMENDATION

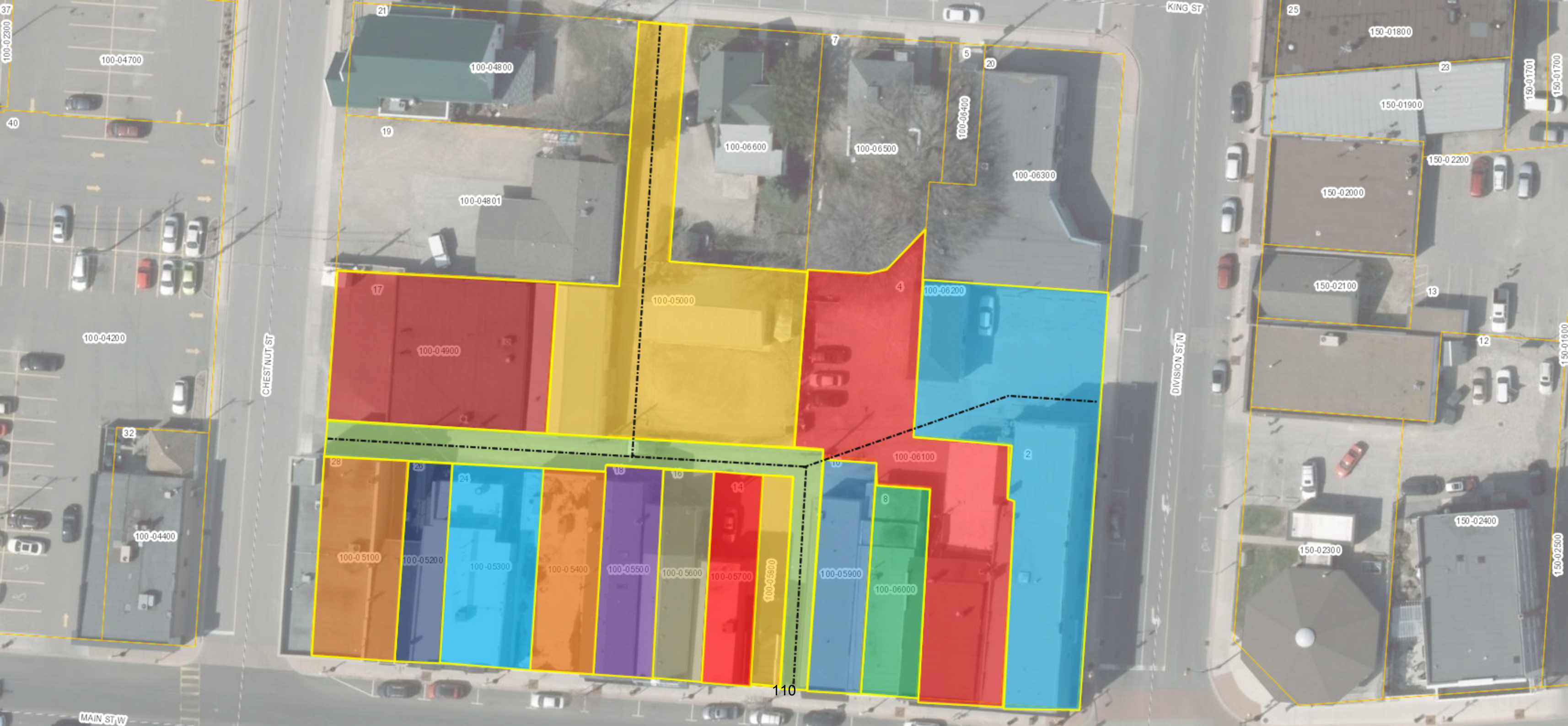
That Council receive the information as requested under resolution 703-2017 regarding the Artisan Alley project.

G.A. Plancke

G.A. Plancke
Director of Municipal Services

Peggy Van Mierlo-West

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



37
100-02300
40

100-04700
100-04200
100-04400
32

CHESTNUT ST

21
100-04800
19
100-04801
17
100-04900
28
100-05100
20
100-05200
24
100-05300
18
100-05500
16
100-05600
14
100-05700
10
100-05900
8
100-06000
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7
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5
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20
100-06300
4
100-06200
2
100-06100
110

KING ST
DIVISION ST N

25
150-01800
23
150-01900
150-02000
150-02100
13
150-02200
12
150-02300
150-02400
150-01700
150-01700
150-02500
150-01600





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

Date: January 19, 2018
To: Mayor and Council
Author: M. Durocher
RE: Waiver of fees request
Report No PR-2018-01

AIM

Provide council with recommendations as requested for community groups requesting waiver of fees for town owned facilities

BACKGROUND

At the November 2 2017 meeting of Council two reports were presented with regard to the Erie Shores Quilters Guild. The guild was requesting an extension on the no charge rental rate that council had granted them for 6 months at the Unico Community Centre. The Guild makes and distributes quilts free of charge.

The report from council requested Administration to bring forward a further report pertaining to fee waivers and facility usage with a recommendation not only for the Erie Shores Quilters Guild but also for the rest of the community groups.

DISCUSSION

Municipalities in the area, including Leamington, Essex Lakeshore, Amherstburg and Windsor provided information on their process for dealing with waiver of fees request.

In most of the municipalities groups requesting waiver of fees are directed to the municipalities grant request process.

At the January 18 meeting of the Parks, Recreation Arts and Council meeting the topic of waiver of fees was discussed and the information gathered from neighboring municipalities shared. The committee's recommendation is that all groups requesting waiver of fees should be directed to the grant application, and must meet the requirements for funding as outlined in the grant application policy

At this time the Quilters Guild is looking for further information, as their final no charge rental was used on January 17 2018.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

The Waiver of fees for facilities results in a loss of revenue for fees for service including set up, take down, maintenance, use of facility resources and utilities

CONSULTATIONS

Municipality of Leamington
Town of Amherstburg
Town Lakeshore
Town of Essex
City of Windsor
T. Del Greco-Manager of Facilities
Kingsville Parks Recreation Arts and Culture Committee

RECOMMENDATION

That organizations looking to receive a waiver of fees for use of Town owned facilities be directed to utilize the Town of Kingsville Community Grant Application, and furthermore that these organizations fulfil the requirements as outlined in the grant process.

Maggie Durocher

Maggie Durocher Hon. B.H.K
Manager of Parks and Recreation Programs

Peggy Van Mierlo-West

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

Policy: Kingsville Community Grant Fund	Policy #:
Department: Financial Services	Effective Date:
Approved by Council	Revision Date:

1.0 OBJECTIVE

The Town of Kingsville recognizes the valuable contributions made by community organizations and agencies to improve the well-being of the community and the quality of life for its residents. In recognition of these contributions, the Town is committed to providing assistance to such organizations through its municipal grant program, “Kingsville Community Grant Fund”. The Kingsville Community Grant Fund (“Kingsville CGF”) provides funding on an annual basis through the operating budget and allocates such funding to qualifying organizations through an annual application process.

2.0 PURPOSE

The purpose of this policy is to—

1. Establish guidelines for funding to organizations that meet the eligibility requirements and funding categories of the Kingsville CGF;
2. Define the types of organizations that are eligible for funding;
3. Establish eligible funding categories;
4. Define funding mechanisms
5. Define the requirements for an annual application process for grant requests; and,
6. Ensure fairness and consistency in providing funding to qualifying organizations.

3.0 ELIGIBLE ORGANIZATIONS

Only those organizations that meet all of the following criteria will be considered for a grant under the Kingsville CGF—

1. Only the following organizations will be considered for funding under the Kingsville CGF—
 - a. Registered charitable organizations
 - b. Registered not-for-profit organizations
 - c. Volunteer groups

Funding requests from individuals will not be considered.

2. Organizations seeking grants must provide services that fall into one of the funding categories identified in Section 4.0, “Funding Categories”—

3. Organizations must provide services that directly benefit the general public within the municipal boundaries of the Town of Kingsville and make their services available to the general public without discrimination;
4. Organizations must be located in the Town of Kingsville or provide evidence of a project specific to the Town of Kingsville, with the majority of participants being from the Town of Kingsville; and,
5. Grant applicants related to a religious organization must be able to demonstrate that a distinct line of separation exists within its program and budgets between strictly religious activities and its community service program;

Organizations whose primary focus is in the Town of Kingsville will be given priority consideration for funding under the Kingsville CGF.

4.0 FUNDING CATEGORIES

Applications which fall into one of the following funding categories will be considered for funding under the Kingsville CGF.

1. Social & Community Services

Services that respond to the basic needs and safety of residents within the community, including referral, information and assistance in a variety of areas such as health care, food, clothing, shelter, government services, counseling, employment, etc. and promote healthy communities. Services within this funding category must not duplicate or displace services offered by another organization. To be eligible for funding in this category the majority of the organization's clientele must reside in the Town of Kingsville.

2. Seniors or Youth

Activities directed towards the youth or senior population primarily within the Town of Kingsville. Includes Youth/Senior Centres offering activities and programming for youth and seniors whose primary membership is residents of the Town of Kingsville. Activities and programming offered within this funding category must not duplicate activities and programming offered by the Town of Kingsville. The Town of Kingsville will only recognize one senior or one youth group in each community

3. Historical & Cultural Events or Organizations

Events and activities which serve to celebrate historical or cultural heritage or gather, document, preserve or otherwise maintain information and artifacts of an historical or cultural value.

4. Fundraisers for Municipal Projects

Fees for fundraisers held in a municipal facility whose sole purpose is to raise funds for a municipal project to construct rehabilitate or maintain municipal infrastructure may be waived. Assistance provided in this category will be prorated based on the proportion of funds raised and directed towards municipal projects to total funds raised.

Fees for fundraisers held in a municipal facility whose sole purpose is to raise funds for charitable causes, other local causes not related to municipal projects or other nonlocal causes will not be waived.

5. Community Beautification & Protection/Preservation of the Environment

Includes projects which serve to enhance or beautify the municipality or preserve and protect the environment.

6. Disaster Relief

Appeals for disaster relief by other municipalities within Essex County or the Province of Ontario will be approved solely at the discretion of Council.

7. Purchase of Advertising in Event Program Booklets

Purchase of a business card size ad in an event program booklet when the booklet is covering an event at municipal facilities and/or when the event is attracting a large number of visitors to the Town of Kingsville.

5.0 TYPES OF FUNDING

The following generally describes the types of funding provided under the Kingsville CGF—

1. Grants

Cash grants provided by the Town of Kingsville to assist with an organization's operating expenditures up to a maximum of 50% of the organization's operating costs, excluding the cost to purchase or sell alcoholic beverages. Cash grants may also be provided for a one-time project.

2. In-Kind Assistance

In-kind assistance provided by the Town of Kingsville includes the following—

- a. work performed for the organization by Town of Kingsville employees during regular business hours while employed by the Town (for example—snow removal, grass cutting, barricade placement, traffic control)

- b. long-term rental of municipal buildings at a reduced rent
- c. payment of utilities for an organization's building in or adjacent to a municipal building

3. Waiver of Fees

Waiver of all or a portion of the fees normally charged for the use of space in a municipal facility. (This program does NOT cover the waiving of fees relating to development charges, building permit fees or planning fees. Separate requests must be made in writing to Council for individual consideration of requests of this kind.)

4. Purchase of Advertising

The purchase of advertising in an event or program booklet as set out in Section 4.0 vii) above up to a maximum value of \$50 for a business card size advertisement.

6.0 SUSTAINABILITY

Organizations submitting grant requests for multiple years will be required to demonstrate the efforts and achievements related to future sustainability on an annual basis including—

- 1. That they are actively pursuing other sources of financial support and fundraising through other levels of government, donations, membership fees, ticket sales, user fees, etc.; and,
- 2. That they are working towards future self-sufficiency for purposes of reducing or eliminating their organization's need for municipal assistance in future years.

As part of the application process, organizations planning to submit grant requests annually for multiple years will be required to submit a 3- to 5-year business plan with each year's grant application (refer to Section 8.0, "Application for Funding under the Kingsville CGF").

7.0 BENEFIT TO RESIDENTS OF THE TOWN OF KINGSVILLE

All applicants under the Kingsville CGF will be required to provide information, including demographic information that identifies the level of participation or benefit that their project, activity, program, etc. provides to the residents of the Town of Kingsville.

8.0 APPLICATION FOR FUNDING UNDER THE KINGSVILLE COMMUNITY GRANT FUND

All organizations requesting funding under the Kingsville Community Grant Fund must submit an application using the Town's "Application for Funding under the Kingsville

Community Grant Fund” contained in Appendix “A”. All information requirements outlined in the application must be included with an application. Council reserves the right to disqualify any grant request where all required information has not been provided.

Applications for operating grants, capital grants and in-kind grants for the following funding categories will only be considered on an annual basis with the **deadline for submitting an application being October 31st for approval in the following year’s budget.**

1. Social or Community Services
2. Seniors or Youth
3. Historical or Cultural Events or Organizations
4. Community Beautification & Protection/Preservation of the Environment

Applications for all other requests for funding including, advertisements in program booklets, waiver of fees for municipal facilities and appeals for disaster relief may be submitted at any time throughout the year.

Applications will only be considered if they are submitted prior to the commencement of a project and before any costs associated with the project have been incurred. The Town of Kingsville, through the Kingsville CGF, will not contribute to deficits from operations of past years.

If an organization or group applying for a grant has a financial surplus or reserve from prior year’s operations and it is not designated for a specific purpose, the amount of the surplus or reserve will be deducted from any grant approved for the organization.

Only one application per organization will be considered in a fiscal year. All programs, projects and undertakings requiring grant funding for an organization must be consolidated into one application.

9.0 PROCESSING OF APPLICATIONS

Applicants submitting an application for operating grants, capital grants and in-kind grants for the October 31st deadline will be advised of the status of their grant application upon budget adoption by Council (March/April of the following year).

All other applications submitted throughout the year will be reviewed by Council or the Finance Committee for the Town of Kingsville at the earliest possible meeting date following receipt of the request.

All grant requests which are approved by Council must be adopted by resolution in a public meeting of Council.

Applicants may be required to make a presentation to Council as part of Council’s review of a grant application. Council also reserves the right to request information in addition to

the information requested in the Application for Funding under the Kingsville Community Grant Fund.

The granting of assistance in any year is not to be regarded as a commitment by the Town of Kingsville to continue assistance in future years.

10.0 PAYMENT OF APPROVED GRANTS

Grants will be paid to grant recipients based on the timing of expenditures. Grant recipients may apply for up to 50% of the approved grant to assist with the start-up cost of a one-time project. Operating grants will be paid quarterly based on the cash flow requirements provided by the applicant.

11.0 REPAYMENT OF GRANTS

Grant recipients shall repay the whole or any part of the grant as determined by the Town of Kingsville if the grant recipient—

1. Ceases operating
2. Ceases to operate as a non-profit, charitable or volunteer group
3. Merges or amalgamates with any other party
4. Knowingly provides false information in a grant application
5. Uses grant funds for purposes other than those identified in the grant application and subsequently approved by the Town of Kingsville
6. Breaches any other terms or conditions of the Kingsville CGF
7. Breaches any of the provisions of the Ontario Human Rights Code in its operations
8. Acts in the capacity of funding body for, or make grants or transfers funds to, any other group or organization

Any unused portion of a grant paid to a grant recipient remains the property of the Town of Kingsville and must be repaid by the recipient upon request. It is recognized that organizations that receive grant funding may have a yearend that is different from the Town's fiscal year end and the determination funding use will be assessed based on the grant recipient's year end.

12.0 RECOGNITION

Grant recipients are required to acknowledge the Town's contribution to their activity, program, event or organization in all advertising, booklets, programs, signage, plaques, websites, etc. produced by the recipient. All recognition must be approved by the Town prior to printing, posting or distributing the material.

13.0 ANNUAL BUDGET FOR KINGSVILLE COMMUNITY GRANT FUND

The total value of grants provided through the Kingsville Community Grant Fund will be limited to annual budget allocations approved by Council. The recommended annual maximum for the fund is set at 0.5% of taxation revenue. (Eg. 2009 Annual taxation \$9,260,799 x 0.5% = \$46,304).

CORPORATION OF THE TOWN OF KINGSVILLE



2021 Division Road North
Kingsville, ON N9Y 2Y9
Phone: 519-733-2305 Fax: 519-733-8108

Kingsville Community Grant Fund Application for Grant Funding

NOTICE TO APPLICANTS -

The Town of Kingsville policy for Municipal Grants is included as part of this application package and should be read prior to completing an Application for Grant Funding under the Kingsville Community Grant Fund. The Town of Kingsville reserves the right to reject any application that does not contain all required information. Send completed applications to the Town of Kingsville, 2021 Division Rd N, Kingsville, ON, N9Y 2Y9.

GENERAL INFORMATION (must be completed by all applicants)

Name of Organization/Group/Project:

Street Address/PO Box

City/Province Postal Code

Contact Person:

Name & Position

Telephone Number:

Fax Number:

Email Address:

INFORMATION ABOUT YOUR ORGANIZATION (must be completed by all applicants)

Type of Organization: (select one)

☐

Registered Charity

Regist. # : _____

☐

Incorporated Not-for-profit

Incorp. # : _____

☐

Other

(provide details below)

Other: (please specify)

No. of Volunteers in Organization: _____

No. of Paid Employees in Organization: _____

TYPE OF GRANT & GENERAL GRANT INFORMATION (please select grant type(s) that apply)

☐

Cash Grant

Amount: _____

☐

In-Kind (provide detail below)

☐

Waive Fees (provide % and details below)

☐

Advertising (provide detail below)

☐

Disaster Relief (provide details below)

TYPE OF GRANT & GENERAL GRANT INFORMATION (continued from previous page)	
Description of Project/Service Provided by Organization: _____	

Has your organization received a grant in previous year(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please specify amount of grant per year: _____	

Will your organization require grants in future years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROJECT/ORGANIZATION DETAILS (must be completed by all applicants)
Briefly explain the service(s) or project to be provided by your organization: _____

BENEFIT TO THE TOWN OF KINGSVILLE (must be completed by all applicants)	
Is your organization based in the Town of Kingsville?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How will your organization benefit the Town of Kingsville? _____	

What is the anticipated % participation by the Town of Kingsville residents?	

Demographic Information (existing multi-yr projects/organizations only):	
No. of Town of Kingsville residents using the service/participating	<input type="text"/> (a)
Total Number of persons using service/participating	<input type="text"/> (b)
% Benefit to the Town of Kingsville	<input type="text"/> (a) / (b)
Council reserves the right to request membership lists, etc. to support demographic information provided above.	

GRANTS FROM OTHER MUNICIPALITIES (must be completed by all applicants)	
Have you applied for a grant from another municipality?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details (municipality name, amount requested and whether application has been approved).	



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

Date: January 18, 2018

To: Mayor and Council

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

RE: Queen Valley Development Agreement (Porrone Lands)
Pt. Lot 11, concession 2 ED & Pt. Rd. Allowance between Conc. 1 & 2,
Pt. 1, 2, 3 & 4 RP 12R 25761

Report No.: PDS 2018-004

AIM

To provide Council with the background of the subject lands and details of the proposed development agreement for the development of a 130 lot residential subdivision.

BACKGROUND

In October of 2013 Council directed Administration to advise the Manager of Planning Services for the County of Essex that it supported the draft plan development for a 130 lot single detached residential development at the easterly end of Road 2 E and extending north to County 34. That approval was subject to imposition of any necessary conditions by the County, preparation of and approved of the required development agreement and that both ERCA and Ministry of Natural Resources and Forestry items be addressed related to natural hazard and natural heritage.

Since that time and in consultation with ERCA and MNRF the natural hazard issues, namely the requirement for storm water management and the necessary improvements to the Esseltine Drain, have been identified and addressed. The natural heritage item was localized to the southeast corner of the subdivision and required the conveyance of Block 134 to the Town along with fencing along the back of the abutting lots. This was an amendment of the original plan which the County agreed with and requested that Council adopt a resolution in support of the amendment. Council approved the amendment via resolution 389-2017 in May of 2017.

On September 26, 2017 the County issued a Notice of Decision granting draft plan of subdivision (File 37-T-13002) approval on the subject lands and provided the list of

required conditions (See Appendix A). With confirmation of the draft approval Administration then undertook drafting of the required development agreement.

DISCUSSION

The development agreement (see attachment) was prepared and reviewed internal, was circulated to the applicant's solicitor for review and includes much of the standard wording for subdivision developments including, storm water management, installation of services, phasing, road construction, street naming, sewage and water provision, conveyances, parkland, development charges, conservation authority requirement, signage, trees and performance securities.

The subdivision is proposed in 6 phases which are detailed in Appendix B. The phase sizes range from 14 lots to 26 lots. Street names, which were circulated for review, and are proposed as follows:

Street A – Queen Valley Drive
Street B – Molise Boulevard
Street C – Dolce Vita Boulevard
Street D – Villacanal Drive
Street E – Sannita Avenue
Street F – Serenity Way

One foot conveyances will be required in each of the phases at the end of the applicable streets. Temporary connector links (secondary access) will also be necessary from Street B to County 34 as part of Phase 1A, from Street E to Street D as part of Phase 3 and from Street F to Street E as part of Phase 4.

This agreement will be the first development agreement prepared since Council endorsed the inclusion of a more detailed outline of the subdivision signage requirements in order to address potential purchaser concerns regarding the overall layout of the subdivision. The required signage must address (if applicable) the following:

- i) Street layout
- ii) Street names
- iii) Lot pattern
- iv) Storm water pond location
- v) Pump or lift station location
- vi) Community mail box
- vii) Housing type
- viii) Phasing
- ix) Park Location
- x) Sidewalk locations
- xi) Multi-use path
- xii) Contact information including websites

There was no park location proposed in this subdivision at the time of the approval as such cash-in-lieu of parkland will be collected at the time of building permit issuance at a rate of \$1,500 per lot in accordance with Fee By-law and Planning Act Section 42 requirements.

The applicant has provided a chronology (Appendix C) which outlines the time line of development approval that has taken place on the subject lands. Both the CAO and Manager of Planning Services meet with the applicant to discuss this and the applicant's request for a reduction in the cash-in-lieu of park land. While the development of these lands has taken some time to complete it is important to understand that the Town is not the approval authority for Official Plan amendments and it was not uncommon across the province, post amalgamation, for the initial consolidation of the former Official Plans to take several years to complete. It is not typical practise to discount required fees based on approval time lines particularly with plans of subdivisions that involve the Town, County, public and multiple levels of provincial ministries. It is also noteworthy that the method of cash-in-lieu collection that the Town utilizes under Section 42 of the Planning Act does not require payment from the developer but rather the property owner at the time of building permit so this is not a direct cost to the developer. Alternatively the Town could choose in the future to collect the cash-in-lieu at the time of the first phase registration which is a direct cost and requires 100% payment for the entire development.

LINK TO STRATEGIC PLAN

Manage residential growth through sustainable planning.

FINANCIAL CONSIDERATIONS

As each phase of development is registered there will be an increase in assessment. An increase will also be realized as lots are sold and houses constructed.

CONSULTATIONS

The development agreement was circulated to the management team and ERCA for review.

RECOMMENDATION

It is recommended that:

Council approve the attached development agreement for the Queen Valley Subdivision in the community of Ruthven for a 130 lot residential subdivision and authorize the Mayor and Clerk to sign the agreement and direct administration to have the agreement registered on title;

Council deny the applicant's request for a foregoing or reduction in the required cash-in-lieu of park land dedication payment.

Robert Brown

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

Peggy Van Mierlo-West

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

Applicant: Cristina Porrone
File No.: 37-T-13002
Municipality: Town of Kingsville
Location: Part of Lot 11, Concession 2,
Eastern Division (Gosfield South)

Date of Decision: September 26, 2017
Date of Notice: September 26, 2017
Last Date of Appeal: October 16, 2017
Lapsing Date: September 26, 2020

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision Subsection 51(37) of the Planning Act

Approval of Draft Plan of Subdivision to the application in respect of the subject lands noted above, is proposed to be given by the County of Essex. A copy of the decision is attached.

When and How to File An Appeal

Notice to appeal the decision to the Ontario Municipal Board must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

- (1) include a completed **Appellant Form (A1) Planning Act** available from the OMB website www.elto.gov.on.ca/omb/forms, and
- (2) be accompanied by the prescribed filing fee in the amount of \$300.00 payable by certified cheque or money order to the Minister of Finance.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal to the decision of the County, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the County, made oral submission at a public meeting or written submissions to the Council or, in the Ontario Municipal Board's opinion, there is reasonable grounds to add the person or public body as a party.

Right of Applicant or Public Body to Appeal Conditions

The applicant, the Minister, the Municipality, or any public body that, before the County made its decision,

made oral submissions at a public meeting or written submissions to the County, may at any time before the final plan of subdivision is approved, appeal any of the conditions imposed by the County to the Ontario Municipal Board by filing with the County a notice of appeal.

How to receive Notice of Changed Conditions

The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given. You will be entitled to receive notice of any changes to the conditions of approval of the proposed plan of subdivision if you have made a written request to be notified of changes to the conditions.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the County made its decision, made oral submissions at a public meeting or written submissions to the County, or made a written request to be notified of the changes to the conditions.

Other Related Applications

None.

Getting Additional Information

Additional information about the application is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Kingsville.

Mailing Address for Filing a Notice of Appeal:

County of Essex
Attention: William King, Manager, Planning Services
360 Fairview Avenue West
Essex, ON N8M 1Y6
Tel: (519) 776-6441, Ext. 1329
Fax: (519) 776-4455

Applicant: Cristina Porrone
File No.: 37-T-13002
Municipality: Town of Kingsville
Location: Part of Lot 11, Concession 2
Eastern Division (Gosfield South)

Date of Decision: September 26, 2017
Date of Notice: September 26, 2017
Last Date of Appeal: October 16, 2017
Lapsing Date: September 26, 2020

The County of Essex conditions and amendments to final plan of approval for registration of this Subdivision are as follows:

No.	Conditions
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| 1. | That this approval applies to the draft plan of subdivision, prepared and certified by Brian Coad, O.L.S. dated March 10, 2017, that shows a total of one hundred and thirty (130) lots for single detached residential units, three (3) blocks (131, 132 and 133) for storm water management, two (2) blocks (134 and 135) for habitat protection, two (2) blocks (136 and 137) for municipal infrastructure, and five (5) blocks (138 to 142 inclusive) for 0.3 metre reserves. |
| 2. | That the Owner enters into a subdivision agreement with the Municipality wherein the Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality concerning the payment of development charges, provisions of roads, installation and capacity of services, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan. |
| 3. | That the subdivision agreement between the Owner and the Municipality contain provisions requiring financial contributions be made and/or secured to the Municipality including all required letters of credit, cash securities and insurances. Securities will not be released or reduced until after final completion of all required municipal infrastructure and services and any and all deficiencies have been addressed to the satisfaction of the Municipality. |
| 4. | That the subdivision agreement between the Owner and the Municipality be registered against the lands to which it applies prior to the registration of the plan of subdivision. |
| 5. | That the road allowances included in this draft plan shall be shown and dedicated as public highways, and that dead ends and open sides of road allowances created by this plan of subdivision, shall be terminated in 0.3 metre reserves to be conveyed to the Municipality. |
| 6. | That the streets shall be named to the satisfaction of the Municipality. |

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7. That the Owner convey 5% of the land included in the plan to the Municipality for park or other recreational purposes. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance.
 8. That prior to final approval by the County of Essex, the County is to be advised by the Municipality that this proposed subdivision conforms to the zoning by-law in effect.
 9. That the Owner shall provide easements or conveyances as may be required for services, utility or drainage purposes in a form satisfactory to the Municipality or utility, including the transfer of ownership to the Municipality of Blocks 134 and 135 for habitat protection.
 10. That prior to final approval of any phase in the development, the Municipality shall confirm that sewage treatment conveyance and plant capacity, and water supply capacity, are available for all lots in the proposed phase of the development.
 11. That the subdivision agreement between the Owner and the Municipality contain provisions to the satisfaction of the Municipality and the Essex Region Conservation Authority, that the Owner finalize, to the satisfaction of the Municipality and the Essex Region Conservation Authority, the report entitled "Porrone Development Storm Water Management Plan" prepared by R.C. Spencer Associates Inc. dated July 16, 2015, and install all stormwater management measures identified in the final report as part of the development of the site.
 12. That prior to final approval the Essex Region Conservation Authority shall be provided with a copy of the fully executed subdivision agreement between the Owner and the Municipality, containing provisions, in wording acceptable to the Essex Region Conservation Authority, to carry out the recommendations of the final plans/reports and requirements noted above in Condition 11.
 13. That prior to undertaking construction or site alteration activities, any necessary permits or clearances be received from the Essex Region Conservation Authority.
 14. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Municipality, requiring sidewalks or a hard surface pad to facilitate bus stops, student safety and walkers.

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15. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Windsor-Essex Catholic District School Board, the Greater Essex County District School Board, and the Municipality, requiring notice on title for purchasers of lots to be aware that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity.
 16. That prior to final approval, of any phase in the development, by the County of Essex, the Owner shall submit for review and approval by the Municipality and the County, a draft of the final 12M plan.
 17. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of Canada Post Corporation and the Municipality, requiring notice on the title for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.
 18. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that require the Owner to implement the recommendations of an Environmental Impact Assessment (EIA) completed by BioLogic Incorporated, dated November 20, 2016 to evaluate and mitigate the potential impacts on the natural features or their ecological functions of the subject lands.
 19. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that prior to final approval, that the Owner shall confirm in writing that all of the recommendations of the Environmental Impact Assessment referred to in Condition 18 have been implemented to the satisfaction of the Municipality and the Essex Region Conservation Authority.
 20. That the subdivision agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality and the County, that prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall complete and implement the recommendations contained in the "Letter to Proponent (AYL-L-053-16)", along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.

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21. That prior to site alteration of any kind, and prior to final approval by the County of Essex, the Municipality and the County shall be provided with a clearance letter from the Department of Fisheries and Oceans (DFO) confirming compliance with the requirements of the Fisheries Act and the Species at Risk Act (SARA).
22. That prior to final approval by the County of Essex, the Owner shall provide, to the satisfaction of the Municipality and the County, documentation from the Ministry of Tourism, Culture and Sport, verifying that the archaeological report completed by PD Consulting has been accepted by the Ontario Public Register of Archaeological Reports and that the site has no cultural value or interest.
23. That prior to final approval by the County of Essex, the County is advised in writing by the Municipality how Conditions 1 to 11 inclusive, and 14 to 22 inclusive have been satisfied.
24. That prior to final approval by the County of Essex, the County is advised in writing by the Essex Region Conservation Authority how Conditions 11 to 13 inclusive, 18 and 19, have been satisfied.
25. That prior to final approval by the County of Essex, the County is advised in writing by the Greater Essex County District School Board how Conditions 14 and 15 have been satisfied.
26. That prior to final approval by the County of Essex, the County is advised in writing by the Windsor-Essex Catholic District School Board how Condition 15 has been satisfied.
27. That prior to final approval by the County of Essex, the County is advised in writing by the Canada Post Corporation how Condition 17 has been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Essex, quoting the file number "**37-T-13002**".
2. We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.

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Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

3. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1980.
4. The Ministry of the Environment did not review this subdivision with respect to any groundwater, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the Municipality or the Owner requires this assurance before proceeding any further with this plan of subdivision, a consultant(s) should be engaged to conduct the necessary investigations.
5. The Ministry of the Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the Environmental Protection Act may be required from that Ministry.
6. The costs of any relocations or revisions to Hydro One Networks Inc. (HONI) facilities or any other local electrical utility that are necessary to accommodate the subdivision will be borne by the developer.
7. Any easement rights of Hydro One Networks Inc. (HONI) or any other local electrical utility are to be respected.
8. The developer should contact the local Hydro One Networks Inc. Services office or other local electrical utility to verify if any low voltage distribution lines may be affected by this proposal.

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9. The developer is hereby advised that prior to commencing any work within the plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.
10. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
11. Clearances are required from the following agencies:

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

Mr. Mike Nelson
Essex Region Conservation Authority
360 Fairview Avenue West
Essex, ON N8M 1Y6

Greater Essex County District School Board
Attention: Mr. Bryan Pearce
451 Park Street West, P.O. Box 210
Windsor, ON N9A 6K1

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Windsor-Essex Catholic District School Board
Attention : Mr. Gary McKenzie
1325 California Avenue
Windsor, ON N9B 3Y6

Mr. Bruno DeSando
Canada Post Corporation
955 Highbury Avenue North
London, ON N5Y 1A3

If the agency's clearance concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. The County of Essex does not require a copy of the agreement.

12. All measurements in subdivision and condominium final plans must be presented in metric units.
13. The approval of the draft plan will lapse on **September 26, 2020**. It is the responsibility of the applicant to request an extension of the draft approval if one is needed.

A request for extension should be made at least 60 days before the approval lapses because no extension can be given after the lapsing date. The request should include the reasons why an extension is needed and a resolution in support of the extension from the Town of Kingsville.

ROAD No. 34

225.12 (10/6/01)

[illegible]

CONCESSION 407 17

This draft plan of subscription is approved under no 31 (58) of the Planning Act of the _____ day of _____, 2017

tion of satisfaction
01 (58) of the Plan
day of

**Manager, Planning Services
County of Essex**

3 PART OF LOT 11

PART OF LOT 11
CONCESSION 2 EASTERN DIVISION
AND PART OF ROAD ALLOWANCE
BETWEEN CONCESSION 1 AND 2
(LIEUDED BY THE TOWNSHIP OF COSTED SOUTH BR-LAW 773, REG. NO. 4235466)
GEOGRAPHIC TOWNSHIP OF COSTED SOUTH

SCALE = 1:10000

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

INTEGRATION DATA

[illegible]

LEGEND AND NOTES

[illegible]

OWNER'S CERTIFICATE

CRISTINA PORRONE

I HAVE AUTHORITY TO BIND THE CORPORATION

TO THE ADJACENT LANDS HAVE BEEN ACCURATELY AND COMPLETELY SHOWN.


OFFICIAL LIVED SUBJECT
 THE VERMONT STUDENTFIELD - HARTLEY
 BIRTH COLO


WINDSOR
844 O'Brien Street
P.O. Box 281
Windsor, CO 80550-0281
719/835-0606


ST. LOUIS
HARTLEY
BREWER
BEZARE


LEAMING
1571 East Street
Maple
St. Louis, MO 63104
314/241-1100


ONTARIO LAND SURVEYORS www.losurveyors.ca


PHASE 1A - 


PHASE 1B - 

PHASE 2 - 

PHASE 3 - 

PHASE 4 - 

PHASE 5 - 

TEMPORARY
CONNECTION - 

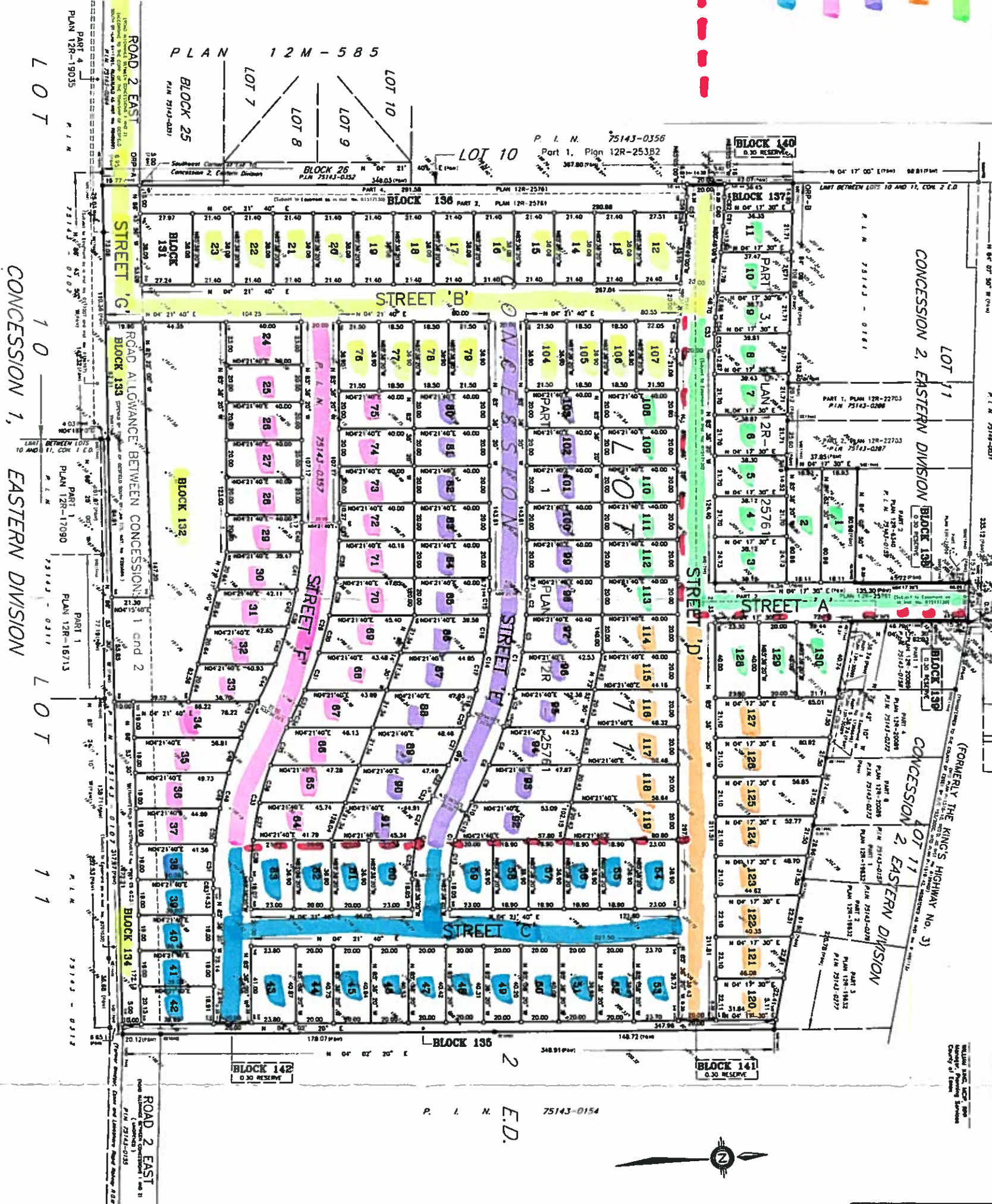
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SITE INFORMATION:
SINGLE FAMILY DWELLINGS = 130 UNITS
TOTAL AREA OF SUBDIVISION = 17,002 HECTARES (42,011 ACRES)
TOTAL RESIDENTIAL AREA = 11,223 HECTARES
RESIDENTIAL DENSITY = 7.6 UNITS PER HECTARE

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(7) OF THE PLANNING ACT (P.S.O. 199)

(A) AS SHOWN ON PLAN	(C) AS SHOWN ON PLAN
(B) AS SHOWN ON PLAN	(H) PAVED UNPAVED
(C) AS SHOWN ON PLAN	(I) SATISFIED WITH TRACE CLAY DEPOSIT
(D) REDUNDANT	(J) AS SHOWN ON PLAN
(E) REFER TO KEY PLAN	(K) ALL STRUCTURES TO BE PROTECTED
(F) AS SHOWN ON PLAN	(L) AS SHOWN ON PLAN

ELEVATIONS SHOWN ON THE PLAN ARE IN METRES TO CANADIAN GEODETIC DATUM
SITE BENCHMARK
AS SHOWN ON FACE OF PLAN



January 2, 2018

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

**Attention: Ms Peggy Van Mierlo-West
Mr. Robert Brown**

Re: Subdivision of Part of Lot 11, Concession 2, Eastern Division, Kingsville

Further to our discussions concerning the above-noted development, I wish to summarize the events and the difficulties that I have encountered in obtaining the approvals required to develop the subject lands:

1991 - I made inquiries if the lands may be developed and was advised by the municipality's CAO at that time, Dan Digiovanni, that the lands were designated in the Official Plan to permit residential development. He issued a letter to me confirming the same.

March, 1998 - I retained LaFontaine, Cowie Buratto and Associates to submit an application to the Town to amend the zoning of the lands from Agricultural A1 to Hamlet Residential R2(H)

April, 1998 - The Town passed a bylaw to amend the zoning of the lands to Hamlet Residential (H)

September, 2003- I submitted an Application for Consent to the Committee of Adjustments of the Town of Kingsville seeking the creation and conveyance of 41 single family residential building lots - the Application was granted

-Soon after the Application was granted, I was advised by Town officials that a sanitary sewer trunk main adequate to service the lands was scheduled to be installed in the near future - I did not proceed with the development of the lots created by the Consent, which required the installation of a package treatment plant, and opted to submit an Application for the approval of a Plan of Subdivision once a sewer main was installed.

June, 2005 - at a meeting with the Town's Planners, my consultants and I were informed that the lands were designated Agricultural in the Official Plan and a Plan of Subdivision would not be approved until the Town's new Official Plan was adopted by the County of Essex. The Town Planners stated that the County of Essex would adopt the new Official Plan within the next few months.

October, 2005 - Applications for Plan of Subdivision approval and Zoning By law Amendments were submitted to the Town - The Town required supporting reports and information to process the applications

-The Town was not successful in having its Official Plan adopted by the County of Essex as quickly as it had represented to me and my development was stalled as a result.

-At the Town's request, I granted an easement through my lands so that the Town was able to install a watermain

-the monies that I received from the Town were to compensate me only for the legal expenses and engineering consulting expenses that I incurred in relation to the easement

-despite promises made to me that it would not do so, the Town installed the watermain running through my lands such that its location and depth affected my ability to develop the lands without incurring additional costs. Initially it was believed that a pumping station, costing in excess of \$300,000.00 would be required to develop my lands. As the result of redesigns of the proposed residential development completed by my consulting engineer, the additional development costs have been greatly reduced, however I have paid considerable fees to my consulting engineer to do so and I will still be required to install sewage ejector pumps in the homes to be built on many lots

November, 2012 - the Town's Planner advised that the County had adopted the Town's new Official Plan and that the application for Plan of Subdivision approval may proceed. Supporting reports were obtained and a fresh application together with the reports were submitted.

October 1, 2013 - a Planning Advisory Committee hearing was held - PAC recommended approval

October 15, 2013 - a Public Council meeting was held - application was approved


-ERCA became concerned with soil erosion conditions affecting the Esseltine Drain.

May, 2016 - ERCA was satisfied that the proposed development would not negatively impact the Esseltine Drain

As a result of the delays which I have encountered, attributable at least in part to the actions of the Town and its inability to secure the adoption of its Official Plan until 2012, I have been put to considerably greater expense than I would have otherwise encountered.

I ask that the Town consider the foregoing and grant a reduction of the cash-in-lieu of parkland dedication payments required from me.

Respectfully submitted


Cristina Porrone



**DEVELOPMENT AGREEMENT
(Queen Valley Plan of Subdivision)**

THIS AGREEMENT made (in triplicate) this 29th day of January 2018

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Town",

OF THE FIRST PART

-and-

CRISTINA PORRONE,

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner warrants that it is the Owner of Pt. Lot 11, Concession 2, Eastern Division, & Pt. of Road Allowance between Conc. 1 & 2, formerly Gosfield South, Parts 1, 2, 3 and 4 on Plan 12R-25761, formerly in the Township of Gosfield South now in the Town of Kingsville, County of Essex, Ontario and hereinafter referred to as the "subject lands";

AND WHEREAS the subject lands are more particularly described in the legal description contained within Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the development consists of 130 single detached dwelling lots and 12 Blocks as depicted on Schedule "B" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner agrees and covenants that all development of the subject lands shall be in accordance with the terms of this Agreement;

AND WHEREAS the Town has certain design criteria which the Owner's construction and installation of services must comply with or exceed, which design criteria are contained in the Town's Development Standards' Manual (the 'Development Manual'), as amended from time to time, this Agreement and the approved engineering drawings;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the aforesaid premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owner to the Town, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

1. SCHEDULES ATTACHED:

SCHEDULE 'A' - Legal Description

SCHEDULE 'B' - Plan of Subdivision and Site Services Plans

(prepared by Brian Coad, OLS, signed and dated (March 10, 2017))

SCHEDULE 'C' - Municipal Services Requirements

SCHEDULE 'D' - Phasing Plan

Large format plans, attached hereto as schedules and forming part of this agreement, are available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

2. DEFINITIONS

- 2.1 'Development Manual' – refers to the Town of Kingsville's Development Manual, as amended from time to time, and in force and effect at time of construction.
- 2.2 'The Planning Act' – refers to the Planning Act, R.S.O. 1990, c.P. 13 as amended from time to time.
- 2.3 'The Authority' – refers to the Essex Region Conservation Authority (ERCA) having jurisdiction over regulated lands.

3. CONSULTING ENGINEER

The Owner shall retain or employ, at the Owner's expense, an engineer registered by the Association of Professional Engineers of Ontario to perform the following:

- a) Design and submit to the Town, engineering drawings of all services required under this Agreement;
- b) Prepare any contracts necessary for the construction of all services required under this Agreement;
- c) Forward requisite documentation to obtain from municipal, provincial and federal authorities any approvals necessary for all services required under this Agreement;
- d) Submit to the Town, prior to the commencement of any construction, A report showing existing elevations and the proposed method of drainage of the lands served by all services required under this Agreement;
- e) Arrange for all survey and layout work required for the construction for all services required under this Agreement;
- f) Maintain all records of construction of all services required under this Agreement;
- g) Submit to the Town all required record drawings of all details, elevations and drawing of all services required under this Agreement;
- h) Be responsible for the coordination of all services required under this Agreement; and
- i) Visit the site of the said works as requested by the Town for any reasons related to all services required under this Agreement;

all in accordance with the Development Manual that is in force and effect at the date of construction.

4. TOWN'S REVIEW AND INSPECTION SERVICES

- 4.1 The Town, at its option, may retain a professional engineer and/or inspector in the Province of Ontario for the purpose of:
 - a) Reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
 - b) Supervising the installation of the works required by this Agreement.

The fees, expenses and charges of such professional engineer and/or inspector shall be payable by the Owner to the Town upon demand. The engineer or inspector's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering or relevant inspecting profession for like work.

5. PHASES

- 5.1 The Owner agrees to development of the subject lands in phases in accordance with the following and in compliance with the Plan attached hereto as Schedule 'D':

- Phase 1a - Lots 12 to 23, inclusive, Lots 76 to 79, inclusive and Lots 104 to 107 inclusive, Street 'B', Street 'G' and that portion of Street 'D' included in Phase 1a;

- Phase 1b - Lots 1 to 11, inclusive, Lots 108 to 113 inclusive, Lots 128 to 130, inclusive, Street 'A' and that portion of Street 'D' include in Phase 1b;
- Phase 2 - Lots 114 to 127 inclusive and that portion of Street 'D' included in Phase 2.
- Phase 3 – Lots 80 to 103, inclusive and Street 'B'.
- Phase 4 – Lots 24 to 37, inclusive and Lots 64 to 75 and Street 'F'.
- Phase 5 – Lots 38 to 63, inclusive and Street 'C'.

5.2 The Owner shall, at its sole expense and to the Town's satisfaction, submit all necessary site servicing plans, design plans and drawings, securities and any other fees, and any other requirement deemed necessary for the approval by the Town prior to the initiation of each of the phases.

5.3 The Owner agrees that no additional phase of development shall proceed until each existing phase has been completed to the satisfaction of the Town.

5.4 The Owner shall, at its sole expense and to the Town's satisfaction, provide for secondary access for all street in excess of 150 m as follows:

Phase 1a – a temporary secondary access shall be constructed and maintained, including snow removal, regular grading and dust control by the developer as a construction route and emergency access only from the end of Street 'B' to County Road 34;

Phase 3 – a temporary secondary access connection for emergency purposes only shall be constructed and maintained, including snow removal, regular grading and dust control by the developer between the end of Street 'E' and Street 'D', and Phase 4 – a temporary secondary access connection for emergency purposes only shall be constructed and maintained, including snow removal, regular grading and dust control between the end of Street 'F' and Street 'E' to the existing temporary secondary access connection between Street 'E' and Street 'D'.

6. REQUIRED SERVICES AND FACILITIES

6.1 The Owner shall, at its sole expense and to the Town's satisfaction, supply, construct and install all services and facilities required for this development including but not limited to storm sewers, lot grading, driveway approaches, road boulevards, roadways, road bridge culvert sidewalks, storm water management facilities, hydro services, watermains and street lighting in accordance with the manner, location and design shown in the engineering drawings specific to this development, approved by the Town and in accordance with the terms of this Agreement and the Development Manual current at the time of construction, including any specific detailed requirements contained within Schedule B and C of this Agreement.

6.2 Any upgrades and connections to existing municipal services required as a result of this development shall be paid for by the Owner. No work shall be commenced until the engineering drawings have been approved by all requisite government authorities and the Town. Before the Town will issue its approval, it requires the filing of all required government approvals.

6.3 Services shall be designed and installed in accordance with:

- a) Sound engineering practices;
- b) The Town's standards as described in its Development Manual and installed in compliance with the Development Manual standards in force and effect at the date of installation;
- c) The criteria established by any governmental utilities having jurisdiction, including but not limited to Hydro One, the Ministry of the Environment, the County of Essex, the Ministry of Environment, the criteria established in this Agreement.

6.4 The Owner agrees to landscape Block "132, & 133" (Storm water Detention Pond) in co-operation with, and to the satisfaction of the Town and at the Owner's expense.

7. SANITARY SEWAGE TREATMENT AND POTABLE WATER SUPPLY

- 7.1 The Town agrees to provide potable water supply and sanitary sewage treatment to the 130 single detached residential lots within the Queen Valley Residential Development.
- 7.2 The Owner agrees to construct all water supply and sanitary sewage systems and connect each property at the Owners expense and to the satisfaction of the Town.

8. CONSERVATION AUTHORITY REQUIREMENTS

- 8.1 The Owner agrees that no construction or placing of fill on the site shall take place prior to obtaining a permit from the Essex Region Conservation Authority (the Authority) where the subject property is within an area regulated by the Authority. The Owner shall flood proof the lands to a minimum elevation satisfactory to the Essex Region Conservation Authority.
- 8.2 The Owner agrees to obtain all necessary permits and approvals from the Authority prior to any site works occurring on the lands.
- 8.3 The Owner agrees to construct all storm water management facilities and connect each property to storm water facilities and install associated services, as approved by the Authority and the Town, prior to any other site works and prior to lot grading and construction on any lands within the Plan.
- 8.4 The Owner agrees to provide as part of the storm water management plan for the development the proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction.
- 8.5 The Owner agrees to implement the recommendations (Appendix 'A') of the Environmental Impact Assessment (EIA) completed by Biologic Incorporated, dated November 20, 2016.
- 8.6 The Owner agrees to provide confirmation in writing that all of the recommendation of the Environmental Impact Assessment (EIA) referred to in Item 8.5 have been implemented to the satisfaction of the Municipality and the Essex Region Conservation Authority.
- 8.7 The Owner, shall prior to site alteration of any kind, and final approval by the County of Essex, complete and implement the recommendations contained in the 'Letter to Proponent (AYL-L-053-16)', along with any other letters/authorizations/directions from the Ministry of Natural Resources and forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.
- 8.8 The Owner, shall prior to site alteration of any kind, and prior to final approval by the County of Essex, provide a clearance letter from the Department of Fisheries and Oceans (DFO) confirming compliance with the requirements of the Fisheries Act and the Species at Risk Act (SARA).

9. CONVEYANCES AND CONTRIBUTIONS

- 9.1 The Owner shall deed to the Town, for the use as public highways, all road allowances shown on the Plan as Street 'A' (Queen Valley Drive), Street 'B' (Molise Boulevard), Street 'C' (Dolce Vita Avenue), Street 'D' (Villacanal Drive), Street 'E' (Sannita Avenue) and Street 'F' (Serenity Way) and shall name all road allowances in a manner satisfactory to the Town. The transfer shall be gratuitous.
- 9.2 The Owner shall establish and convey Block 138, 139, 140, 141 and 142 as one foot reserves as shown on Schedule 'A'.

9.3 The Owner shall also establish and convey one-foot reserves as follows:

- i) at the end of Street 'B' (Phase 1a);
- ii) Street 'D' Phase 2 and along Lots 53 & Lot 54 and at the beginning of Street 'C';
- iii) at the end of Street 'E' (Phase 3), and
- iv) at the end of Street 'F' (Phase 4),

the above noted one foot reserves will be conveyed to the Town and only dedicated as Town road allowance as deemed appropriate and upon completion of the applicable Phase(s).

9.4 The Owner shall deed as follows

- i) Block 131 and 133 for the relocation of the Esseltine Drain;
- ii) Block 132 for the storm water retention pond;
- iii) Block 134 and 135 for preservation of the environmentally sensitive area located behind Lot 34 to Lot 53, inclusive, and
- iv) Block 136 and 137 for access to and maintenance of the Esseltine Drain.

The transfers shall be gratuitous.

9.5 The Owner agrees to sign the drainage improvement petition for the Esseltine Drain improvements and agrees not to oppose any drainage works proposed by the Town to be constructed pursuant to the provisions.

9.6 The Owner shall convey to the Town, or the appropriate authority, upon demand, without cost and free of encumbrance, any and all easements as may be required by the Town, the applicable hydro authority, Bell Canada including an easement for switching equipment, Cable T.V., Union Gas and/or any other applicable utility. Such easements may be through, over or under the lands in the proposed subdivision internal thereto and may be required for drainage purposes, sewers, hydro, water mains, telephone or any other purpose as deemed necessary. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility, and at the expense of the Owner.

10. PARKLAND DEDICATION

10.1 The Owner is required to pay cash-in-lieu of parkland calculated in accordance with the Planning Act, R.S.O. 1990, c.P. 13, Subsection 42 and in accordance with the Town's Fees and Charges By-law and based on the applicable park fee per lot for 130 new lots as required in the Development Manual and due at the time of building permit issuance.

11. DEVELOPMENT CHARGES

11.1 The Owner is required to pay Development Charges in accordance with the Town's Development Charges By-law.

11.2 The Owner further agrees to insert in all offers of sale and purchase the following clause:

"NOTE: The Corporation of the Town of Kingsville has entered into a Development Agreement regarding the subject lands whereby the Owner of the subject land is required to pay the applicable Development Charges in accordance with, the Town's Development Charges By-law, as amended or replaced, and such charges are required to be calculated and paid at the time of building permit issuance."

11.3 The Owner or any other person, upon making application to the Town for a building permit for the erection of a building or buildings on the subject lands shall pay to the Town such development charges in accordance with the by-laws and policies in force at the time of application of the building permit.

11.4 The Owner undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies subsection 59(4) of the Development Charges Act which requires that a Development Charge:

- a) Adjusted to the date of payment, with respect to water supply services, storm drainage services, transportation services and electrical power or energy services shall be calculated and payable at the time of building permit issuance;
- b) Adjusted to the date of payment, with respect to general government services, fire protection services, police protection services, parks and recreation services, library services and health services, shall be collected prior to the issuance of a building permit based on the type of dwelling unit described in the building permit application;
- c) In force at the time, for Education or Upper Tier purposes, shall be collected by the Town, at the rate of the day, upon the issuance of a building permit and forwarded to the appropriate body.

12. PLANNING DOCUMENTS

The Owner agrees to conform to and comply with all requirements of the Official Plan and Zoning By-law that pertain to the subject lands.

13. TENDERS

In the event that the Owner shall call for tenders for any of the work herein required, such tenders shall be called on the basis of the specifications prescribed in this Agreement and the Development Manual. The Owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful tenderer for any such work upon request. The amounts of the accepted tenders will be used as the basis to determine the required securities. When construction is to be completed by the Owner, the cost shall be estimated by the Owner's engineer and shall be approved by the Town.

14. PERFORMANCE SECURITIES

14.1 So as to assure the performance by the Owner of the terms and provisions of this Agreement, the Owner shall deposit with the Town securities in accordance with the Development Manual and this Agreement and to the satisfaction of the Director of Municipal Services for the Town in the amount of **\$TBD** or 50% of the awarded tender price for all services for the plan, whichever is greater, and to be deposited with the Town prior to the initiation of the installation of any services. Securities shall be provided as cash, an irrevocable Letter of Credit or a Subdivision Bond, each of which must be in a form satisfactory to the Town.

14.2 It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this Agreement, the Town shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfill those terms and conditions in respect of which the Owner is in default.

14.3 It is also the intent herein that if the Owner fails in the performance of any of the terms and conditions of this Agreement, the Town at its option, may refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town requirements and this Agreement, may have been entitled to receive. The Town may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until the Town is satisfied that any default in question shall have been remedied.

14.4 No performance security will be released until the Owner has filed a maintenance security in accordance with the Development Manual and this Agreement.

14.5 The refund of any monies paid by the Owner pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

15. INDEMNITY AND INSURANCE

Until the Owner receives final acceptance of the works from the Town, the Owner agrees to indemnify and save the Town harmless from and against all actions, claims loss, damage and liability connected with the installation and maintenance of said works. The Owner shall also maintain insurance in accordance with the requirements of the Development Manual.

16. ACCEPTANCE OF WORK

The Town will accept the works required by this Agreement in the manner described in the Development Manual.

17. MAINTENANCE SECURITIES

The Owner agrees to deposit Maintenance Securities in the manner described in the Development Manual.

18. BUILDING PERMITS

The Owner acknowledges that building permits for the construction of dwelling units shall not be issued until such time as the requirements for issuing building permits established in the Development Manual are satisfied.

19. MODEL HOMES

The Town agrees to allow the construction of not more than 2 units per Phase of development in accordance with the requirements pertaining to model home construction contained in the Development Manual.

20. COSTS

The Owner shall pay to the Town all costs for engineering, planning and legal services incurred by the Town with respect to services in connection with the proposed development and/or the preparation and administration of this agreement within thirty (30) days of notification thereof by the Town.

21. SUBDIVISION TREES

21.1 The Owner agrees to pay cash-in-lieu of tree planting in the applicable amount at the time of development per property and due at the time of registration of each phase of development.

21.2 The Owner agrees to preserve and maintain the mature trees presently located on the Plan. The Owner shall provide wording in all offer to purchase agreements identifying the preservation and maintenance of the mature trees located on each lot. Should a mature tree need to be removed from the property, request for approval from the Town is required through written correspondence.

22. APPLICABLE LAWS

22.1 Notwithstanding the issuance of a building permit, the Owner shall continue to be responsible for complying with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and Regulations as applicable, and any obligation to obtain any approval, permit, or clearance required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- 22.2 The Owner shall cause to be done or refrain from doing any act or thing as directed by the Town if at any time, the Town considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws as set out above. If the Owner fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Owner and in this regard, the Town also shall be entitled to draw upon any security filed by the Owner under this Agreement.
- 22.3 The Owner covenants and agrees to indemnify and save completely harmless the Town and its agents, contractors and employees from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the Owner's failure to comply with the foregoing statutes, laws, by-laws, regulations, ordinances, orders, policies and requirements.

23. POSTPONEMENT AND SUBORDINATION

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

24. ENFORCEMENT

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444-446 of the Municipal Act, S.O. 2001, c.25 as amended.

25. GENERAL

- 25.1 The Owner agrees to include the following wording in all offers of purchase and sales agreements for each lot:

"Purchasers of lots within the Queen Valley Plan of Subdivision must be aware that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity."

- 25.2 The Owner agrees to install and maintain a five foot height chain link fence of a design satisfactory to the Town along the rear of Lots 34 to 53 and post warning signage outlining that the area is environmentally sensitive, prohibits dumping, and trespassing and that the fencing is not to be removed as per the terms of this agreement. The fencing is to be installed prior to commencement of any works on the lands affected by Condition 25.2.

- 25.3 The Owner agrees to make the necessary arrangements with Canada Post and the Town (Municipal Services) for the provision of suitable mail delivery methods which may include the installation of Canada Post Community Mailboxes and that such will be installed at the sole cost and expense of the owner.

- 25.4 The Owner agrees that prior to final approval by the County of Essex, the Owner shall provide, to the satisfaction of the Town and the County documentation from the Ministry of Tourism, Culture and Sport, verifying that the archaeological report completed by PD Consulting has been accepted by the Ontario Public Register of Archaeological Reports and that the site has no cultural value or interest.

The Owner agrees that should deeply buried archaeological material be found during the construction, The Ministry of Tourism, Culture & Sport shall be immediately notified.

- 25.5 The Owner agrees that in the event that human remains are encountered during construction, the proponent shall immediately contact the Ministry of Tourism, Culture and Sport, the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services as well as the local police and coroner.

- 25.6 The Owner agrees to provide for approval to the Town a street lighting plan to be designed in compliance with the Development Manual prior to the installation of services.
- 25.7 The Owner agrees to install and implement all features of the approved lighting plan as approved by the Town.
- 25.8 The Owner agrees to design, install and maintain a subdivision sign, of a size, location, ease of access and quality satisfactory to the Town, at the entrance of each Phase of development showing the following:
- i) Street layout
 - ii) Street names if determined
 - iii) Lot pattern
 - iv) Storm water pond location
 - v) Pump or lift station location(s)
 - vi) Community Mail box location(s)
 - vii) Housing type (singles, semis, townhouses)
 - viii) Phasing (if applicable)
 - ix) Park location (if applicable)
 - x) Sidewalk location(s)
 - xi) Multi-use path(s)
 - xii) Contact information including websites
- 25.9 Should the Owner decide to construct a gateway feature with landscaping at the entrance to the plan of subdivision, the Owner agrees such gateway feature shall be of a size, design and location as approved by the Town.
- 25.10 The Owner's Engineer shall be responsible for coordinating the installation of all services, in conjunction with the Town's Director of Municipal Services.
- 25.11 The Owner shall submit to the County of Essex and the Town of Kingsville a computer disk containing a digitized copy of the Final Plan in a format acceptable to the County and Town.
- 25.12 The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or subcontractors to any land, roadways or property of the Town resulting from faulty materials or poor quality workmanship, up to and including the final acceptance of the works by the Town.
- 25.13 The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charged against the subject lands up to the date hereof and the execution of this Agreement. In addition, the Owner shall pay to the Town all current taxes due at any time hereafter while the subject property is in development and the Owner is the owner of the lands or any part thereof. The Town shall be entitled to refuse any building permits in the event that there are any arrears in taxes with respect to any of the building lots in the development at the time of application for any building permit.
- 25.14 The Owner shall keep the lands in a state of good repair (including snow plowing up to the conclusion of the maintenance period) and upon written notice from the Town, shall correct deficiencies in the state of repair arising from poor quality workmanship or materials within ten (10) days thereof. The Town, at its option, reserves the right to enter the subject lands and correct any deficiencies at the Owner's expense.
- 25.15 The Owner shall keep all vacant lands maintained as follows:
- i) cropped or;
 - ii) graded, seeded with grassed and mowed no less than bi-weekly or;
 - iii) graded with proper weed control;
 - iv) free of all garbage, debris and construction waste

Stockpiling of any material shall be limited to soil from the subject lands and must maintain a setback from any existing residential development of 30 m (100 ft.). Stockpiles will be limited in height to 4.5 m (15 ft.) and maintained similar to that of the vacant lands. Any long-term (greater than 6 months) stockpiles

subject to wind or water erosion shall be maintained with a grass cover to prevent such erosion.

- 25.16 This Agreement shall be registered against the subject lands described herein. It is understood and agreed that the Town, at the request of the Owner, may release specific lots from the conditions of this Agreement if the Owner or its assignee has fulfilled all obligations hereunder with respect to such lots.
- 25.17 Any topsoil removed from the subject lands during grading operations shall be stockpiled on the subject lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the boundaries of the subject lands up to the end of the maintenance period without the approval of the Town.
- 25.18 The Owner shall request from the Town allocation of municipal street numbers and hereby agrees to inform any purchaser of a lot from the Owner of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.
- 25.19 In the event of any testing of services to determine their acceptability to the Town, a certificate of any registered professional engineer designated by the Town as to the sufficiency of such test shall be deemed satisfactory to warrant acceptance thereof by the Town. The Town Council, at its sole discretion, may however, rely upon the like certificate by the Owner's engineer.
- 25.20 This Agreement shall enure to the benefit of and be binding upon the Town and the Owner, their respective successors and permitted assigns.
- 25.21 This Development Agreement and everything contained herein is in force and effect for the five year term and will require an application by the Owner and the consent of the Town to extend this agreement beyond **January 29 2022**.
- 25.22 In the event that the owner fails to observe, perform or fulfill any of the terms and conditions of this Agreement or neglects to proceed with the construction of the works or services required for the subject lands within five years from this agreement dated **January 29, 2018**, or in the event that the work and services are not constructed or located in the manner provided for in the engineering drawings and other drawings or in accordance with the specifications approved by the Town, then upon the Municipal Clerk giving fourteen (14) days notice by prepaid registered mail to the Owner with respect thereto, the Town may, but need not, without further notice enter upon the subject lands and proceed to supply all materials and do all necessary works (including the repair or reconstruction of faulty work and the replacement of defective materials not in accordance with the specifications or the drawings) and to charge the cost thereof together with the requisite fees for any engineering and administration to the Owner who shall forthwith pay the same on demand. If the Owner shall fail to pay the cost thereof within fifteen (15) days of demand, the Town shall be at liberty to recoup its costs by recovering the same by realizing on the Performance Securities deposited by the Owner without requiring the consent of the Owner before taking action in that connection. Any entry upon the subject lands by the Town for this purpose shall not be deemed for any purpose of this Agreement or for any purpose whatsoever as an acceptance of or an assumption of the service or works by the Town. The rights set forth herein are in addition to any other rights the Town may have in pursuance of this Agreement or at law or in equity.

25.23 Any notice to be given by the Town to the Owner, or by the Owner to the Town, shall be sufficiently given if made in writing and delivered personally or addressed in accordance with the addresses listed below and forwarded by means of facsimile communication or by prepaid registered mail and in the event that such communication is forwarded by facsimile, it shall be deemed to have been received on the day of transmission of such communication and in the event of registered mail, upon the fifth day next following the date of deposit of such notice in a government post office.

Town	Owner
CLERK, TOWN OF KINGSVILLE, 2021 DIVISION ROAD NORTH, Kingsville, Ontario N9Y 2Y9 Phone:(519) 733-2305	CRISTINA PORRONE PO BOX 359 1811 Talbot Road R.R. #1 KINGSVILLE, ONTARIO PHONE:(519)800-1579

- 25.24 The Owner shall immediately advise the Town and the Ministry of the Environment should waste materials or contaminants be discovered during the development of the subject lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the Environmental Protection Act, as amended from time to time, if required by the Minister of the Environment.
- 25.25 Time shall be of the essence in respect of this Agreement. No default shall be deemed to have occurred in the event that the Owner is not able to meet its obligations hereunder due to war, riot, hurricanes, tornadoes or other acts of God, strikes and work interruptions, or civil disobedience, provided that the Owner continues to meet its obligations hereunder as soon as possible after the cessation of such event.
- 25.26 The Owner and the Town agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement, shall remain valid and not terminate thereby.

IN WITNESS WHEREOF the Owner and the Town have respectively hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf this **29th day of January, 2018.**

SIGNED, SEALED & DELIVERED

WITNESS

CRISTINA PORRONE

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

SCHEDULE 'A'
LEGAL DESCRIPTION

The lands subject to this agreement and owned by **Cristina Porrone** are described as follows:

PART LOT 11, CONCESSION 2, EASTERN DIVISION and PART OF ROAD ALLOWANCE BETWEEN CONCESSION 1 and 2, former Gosfield South, now in the Town of Kingsville, in the County of Essex.

SCHEDULE 'C'

DETAILS REGARDING SPECIFIC MUNICIPAL REQUIREMENTS

E.1 STORM WATER MANAGEMENT REQUIREMENTS

- E.1.1 The Owner agrees to provide and construct the stormwater management works in accordance with the site service drawings prepared by R. C Spencer Associates Inc. dated July 16, 2015.
- E.1.2 The Owner agrees to have the storm water management facilities, stormceptor installed and connections completed prior to the installation of the site services for the plan of subdivision.
- E.1.3 The Owner agrees to provide to the Director of Municipal Services at the Town all required Ministry of Environment and the Authority permits and approvals prior to the commencement of work.
- E.1.4 The Owner shall:
- a) conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this plan of subdivision and,
 - b) Maintain an inspection log which shall be made available for review by the municipality and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits.
- E.1.5 The Owner agrees to provide gratuitous and free from encumbrances, easements over lands required for constructing and maintaining the stormwater management system and the stormwater management works. Such easements shall be in such form and content as may be approved by the Town's Solicitor.
- E.1.6 The Owner agrees that the storm water management infrastructure is to be constructed and installed prior to the installation and construction of the site servicing for the Plan.

E. 2 LOCAL SCHOOL BOARDS

E. 2 .1 The Owner agrees to:

- a) Consult with, and locate school bus pick-up zones or sidewalks to the satisfaction of the local school boards;
- b) Include the following clause in all offers to purchase, agreements of sale and purchase or lease:

"Purchasers/Lessees of this lot are advised that students may not be able to attend the closest elementary or secondary school and could be bused to a distant school with available capacity and that the present existence of such a school is not a guarantee of its future availability."
- c) Provide a hard surface pad to facilitate a bus stop connected with the required sidewalks and/or multi-use trail, designed and installed to the satisfaction of the Town;
- d) Locate and construct the subdivision mailbox in compliance with specifications and direction from Canada Post Corporation.

E. 3 MUNICIPAL ROAD CONSTRUCTION

- E.3.1 The Owner agrees to construct all streets as depicted on the Plan, at its expense, and in accordance with the Town's Development Standards Manual.
- E.3.2 The Owner agrees to construct the extension of Road 2 E from the easterly property line of 1690 Road 2 E to the beginning of Street 'G' in accordance with the Town's Development Standards Manual.
- E.3.2 The Owner agrees to ensure that all newly constructed roadways are blocked from public access until such time as the roads have been accepted on maintenance by the Town.

E. 4 CONSTRUCTION TRAFFIC

The Owner agrees that all construction traffic will use County Road 34 and the Owner will be responsible for any damages to this road. The replacement level for damages will be determined by the Director of Municipal Services and will be documented in the pre-construction minutes prior to the commencement of construction. The damages as aforesaid shall be paid by the Owner to the Town prior to the issuance of building permits for the development.








E. 5 STREET NAMES

The Owner agrees to name the streets shown on Draft Plan 37T-13002 to the satisfaction of the Town and shall present the proposed names to Council for consideration and approval by resolution prior to dedication of the right-of-way to the Town:

E. 6 STREET LIGHTS

The Owner agrees to install sufficient streetlights to satisfy RP-8 standards, (with consideration to upgrade to LED) in compliance with the Town of Kingsville Development Manual and in a location and design to the satisfaction of the Manager of Development Services and the Director of Municipal Services for the Town."

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79																					

PHASE 1A - 
PHASE 1B - 
PHASE 2 - 
PHASE 3 - 
PHASE 4 - 
PHASE 5 - 
TEMPORARY
CONNECTION - 





Report

To: Mayor and Members of Council

From: Ruth Orton, Director of Legal and Legislative Services

Date: January 2, 2018

Re: Dedicated Gas Tax Funds for Public Transportation Program

Recommendation:

It is recommended that:

1. The Municipality of Leamington accepts any designation of host municipality by collecting the Dedicated Gas Tax Funds for Public Transportation Program funds on behalf of the Municipality of Leamington and the Town of Kingsville.
2. The Mayor and Treasurer for the Municipality of Leamington be authorized to execute the Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program and the Municipality be bound to the terms of the said agreement.
(Report LLS-01-18)

Background:

Funding up to \$195,645 for 2017/18 (\$177,066 for 2016/17) has been approved through the Province of Ontario, under the Dedicated Gas Tax Funds for a Public Transportation Program. This funding is to be used to ensure that local public transportation services continue and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service. The Ministry of Transportation provides two cents per litre of provincial gas tax as transit funding, which is allocated based on 70% transit ridership (conventional and specialized) and 30% municipal population.

Council has acknowledged the 'Gas Tax Funding' allocation methodology includes statistics from both Leamington's conventional transit system and the specialized transit system delivered by the South Essex Community Council, which is funded by the Municipality of Leamington and the Town of Kingsville. Council has confirmed its commitment to utilizing dedicated gas tax funds for the benefit of both the conventional

transit system and the Erie Shore Community Transit service, which includes service to the Town of Kingsville.

Comments:

The Province requires that every year the Municipality of Leamington authorize the Letter of Agreement for the Dedicated Gas Tax Funds for Public Transportation Program which sets out the terms and conditions for the use of the dedicated gas tax funds by municipalities for public transportation. The Province requires a by-law and signed agreement from the Municipality prior to sending the funds for the 2017-2018 year, being April 1, 2017 to March 31, 2018.


Financial Impact:

Up to \$195,645 in Ontario Dedicated Gas Tax funding will be available to support conventional transit in Leamington and specialized transit in Leamington and Kingsville. These funds are dedicated and set aside in a reserve fund (40-3-0240-0334-000240), along with any related interest earned on the fund, and are used for eligible transit related costs allowed under the funding agreement.

In the 2018 budget, \$16,000 in dedicated gas tax funding has been earmarked for capital projects and approximately \$150,000 is budgeted to support expenditures for transit operations. It is anticipated that \$1,001,311 will remain in the reserve fund at the end of 2018.

Respectfully submitted,

Ruth Orton
Director of Legal and Legislative Services



Ruth
Orton
2018.01.0
4 14:03:36
-05'00'



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

CERTIFICATE


RESOLUTION NO. 10-2017

Moved by: Councillor Larry Patterson
Seconded by: Councillor Sandy McIntyre

Council endorse the Municipality of Leamington to act in the capacity of host community in the 2016/2017 Dedicated Gas Tax Funds for Public Transportation Program.

CARRIED

*I hereby certify the following to be a true and correct copy of Resolution No. 10-2017
passed by the Council of The Corporation of the Town of Kingsville
at its Regular Meeting held the 9th day of January, 2017.
DATED at Kingsville, Ontario this 11th day of January, 2017.*


Sandra Kitchen, Deputy Clerk/Council Services
The Corporation of the Town of Kingsville



Dear Friends of Hospice,

"It only takes one person to lead you to the place you truly belong."

For most of us, the holiday season has been a time of joyful anticipation, celebrating with loved ones, reflecting on the past year and looking forward to new events and adventures in the year ahead. It was a time of family, fun and festivities. But sometimes, our lives take an unexpected turn, and our path leads us to a place we never planned to be. It is our privilege to share with you the story of Madonna Mallen and how her own unexpected events led her to Hospice.

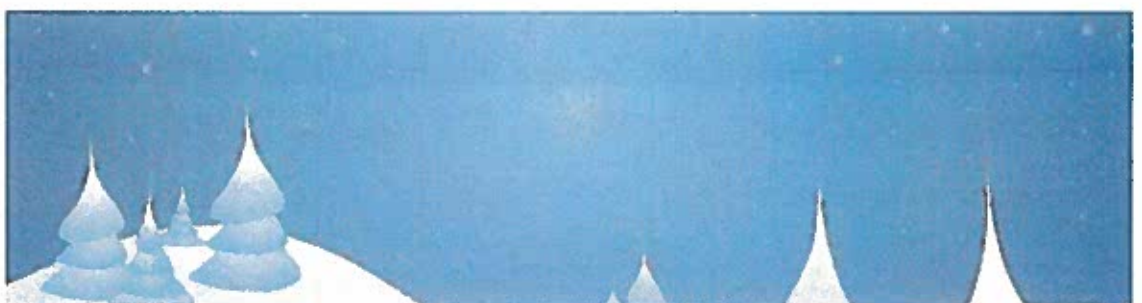
"I will never forget that moment when my husband, Pat, needed more than me. Things seemed to be hopeless for us. I was completely exhausted – emotionally and physically; drained from giving 24-hour care to my ailing husband, with whom I shared over 60 years of love and devotion. The role of caregiver was too much for me to handle alone. I knew there was only one thing I could do to help.

Right away, the only person I thought of was Sally. Sally is a long-time Hospice volunteer who had visited with Pat and I in hospital and at home, providing friendly visiting. Even in some of our most difficult moments, Sally's warmth and compassion shone through and we shared many laughs and happy moments with her. She's such a loving person.

Sally always told us Hospice is there for everyone when they need it, so I knew it was time to call and ask for their help. From the moment we entered the Hospice Residential Home it was an oasis of peace. The home was full of the holidays, from the beautiful decorations all around to the sincere holiday spirit of the staff and volunteers. It felt like home – a place of smiles, welcome and family. And, when Pat died, we were all with him and it was a peaceful, comforting time. As Pat transitioned, the Hospice provided an Honour Guard just as another way to show their dignity and respect.

A year passed, and after all the great things that we experienced during Pat's stay in the Hospice Residential Home, I knew I needed to give back to families what I had received. I've now been volunteering for six years, and it is a privilege and an honour to be with families at their most vulnerable times in their lives."

Continued...





Madonna and her family returned to the care of Hospice when her brother became ill just a little over a year ago. Once again, the Hospice Residential Home became their oasis of peace and nurturing – just what the family needed.

"It's such a special relationship to be both a volunteer and then a recipient of the warmth and care from all the staff and volunteers. You see it with new eyes, and again understand how wonderful this home is in this community, and how lucky we are to have it. The act of volunteering allows me to give to families what I received during both experiences with my husband and my brother – a warm smile, a knowing embrace or just someone to sit with in silence."

"What I get out of Hospice is 100x greater than what I give."

It is volunteers like Madonna that help us make our Hospice Residential Home into a true family home, especially during the holidays. For the last 38 years, the Hospice has been proud to serve our friends and neighbours in Windsor and Essex County, providing compassionate care to all those who need it most. Since 1979, you have been the driving force behind that care. Your passion, vision, volunteerism and financial support have ensured that there will always be a Hospice to turn to. With your help, we have served more than 2,000 patients and families in the last year alone, and with your continued support we will offer a helping hand to many more in years to come.

From our family to yours, we would like to thank you for being champions of Hospice in our community.

Sincerely,

Carol Derbyshire
Executive Director

Please tear here.

Town of Kingsville
2021 Division Rd N
Kingsville ON N9Y 2Y9

Email: _____

☐ I would like to receive email updates from the Hospice, please add me to the list.

Donation Options:

Mail: Kindly respond by using this convenient tear away form and enclosed envelope.

Online: www.thehospice.ca/donations

In Person/Phone: Visit The Hospice Village at 6038 Empress St. See our Receptionist or contact our Donor Relations & Stewardship Specialist at 519 251.2558.

Yes, I would like to make a donation to The Hospice of Windsor & Essex County. (A tax receipt will be issued for donations of \$10 or more)

Ambassador of Hospice (\$5,000+)	\$ _____
Champion of Hospice (\$2,500-\$4,999)	\$ _____
Leader of Hospice (\$1,000-\$2,499)	\$ _____
Partner of Hospice (\$250-\$999)	\$ _____
Friend of Hospice (\$1-\$249)	\$ _____

☐ Enclosed is a cheque payable to: The Hospice

☐ Please charge my credit card: ☐ Visa ☐ MasterCard

Credit Card #: _____ Expiry: ____ / ____

Name on Card: _____

Signature: _____ Date: _____



**SPECIAL MEETING OF COUNCIL
MINUTES**

**Wednesday, December 20, 2017
1:00 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 John Driedger
 Councillor Tony Gaffan
 Councillor Thomas Neufeld
 Councillor Larry Patterson

Members of R. Brown, Manager of Planning & Development Services
Administration Jennifer Galea, Human Resources Manager
 K. Girard, Municipal Services Manager
 T. Del Greco, Manager of Municipal Facilities and Property
 S. Kitchen, Deputy Clerk-Council Services
 S. Martinho, Public Works Manager
 R. McLeod, Manager of Financial Services
 C. Parsons, Fire Chief
 A. Plancke, Director of Municipal Services
 P. Van Mierlo-West, CAO
 S. Zwiers, Director of Financial Services

Absent: J. Astrologo, Director of Corporate Services (on personal business)

A. CALL TO ORDER

Mayor Santos called the Special Meeting to order at 12:59 p.m.

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. BUSINESS

1. Council/Staff Workshop- 5-year Official Plan Review Process Outline

R. Brown, Manager of Planning and Development Services

Mr. Brown stated that the purpose of this Council/Staff Workshop is to outline the steps and requirements of an Official Plan Review process.

Mr. Brown presented his powerpoint presentation entitled 'Five Year Official Plan Review', which presentation was followed by a brief question and answer period.

799-2017

Moved by Councillor Susanne Coghill

Seconded by Councillor Larry Patterson

That Council receive the Powerpoint presentation of R. Brown, Manager of Planning and Development Services.

CARRIED

D. CONFIRMATORY BY-LAW

1. By-law 131-2017

800-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council read By-law 131-2017, being a By-law to confirm the proceedings of The Council of The Corporation of the Town of Kingsville at its December 20, 2017 Special Meeting, a first, second and third and final time.

CARRIED

E. ADJOURNMENT

801-2017

Moved by Councillor Thomas Neufeld

Seconded by Councillor John Driedger

That Council adjourn this Special Meeting at 1:53 p.m.

CARRIED

MAYOR, Nelson Santos

DEPUTY CLERK-COUNCIL SERVICES. Sandra Kitchen



**REGULAR MEETING OF COUNCIL
MINUTES**

**Monday, January 8, 2018
7:00 PM
Council Chambers
2021 Division Road N
Kingsville, Ontario N9Y 2Y9**

Members of Council Mayor Nelson Santos
 Councillor Susanne Coghill
 Councillor John Driedger
 Councillor Tony Gaffan
 Councillor Thomas Neufeld
 Councillor Larry Patterson

Absent: Deputy Mayor Gord Queen (on personal business)

Members of J. Astrologo, Director of Corporate Services
Administration R. Brown, Manager of Planning & Development Services
 Jennifer Galea, Human Resources Manager
 S. Kitchen, Deputy Clerk-Council Services
 R. McLeod, Manager of Financial Services
 P. Van Mierlo-West, CAO
 S. Zwiers, Director of Financial Services

A. CALL TO ORDER

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

B. MOMENT OF SILENCE AND REFLECTION

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

C. SINGING 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. Michelle Johnson, 2nd Vice President of the Canadian Union of Postal Workers (CUPW) (Request dated Nov. 15 2017 received from Diane Mitchell, National Co-Ordinator, SAVE CANADA POST campaign)

Ms. Johnson addressed Council stating that she is now the Retired Past 2nd Vice President of CUPW. Phil Lyons, President, CUPW Local 630, was also in attendance.

1-2018

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

Council direct Administration to forward letter of support in the form provided to The Hon. Minister Carla Qualtrough, Minister of Public Services and Procurement as per delegation request of Canadian Union of Postal Workers, with copy to the Officer of the Prime Minister, the President of CUPW, the local MP, and D. Mitchell, National Co-Ordinator, Save Canada Post Campaign.

CARRIED

2. Mary Birch on behalf of Birch and Kerr Families--Request dated December 11 2017 RE: Proposed 2018 waterworks petition to be submitted for Road 11 from North Talbot Road to the residence located at 130 Road 11.

Ms. Mary Birch, speaking on behalf of the Birch and Kerr Families on Road 11, addressed Council, providing background on the Birch and Kerr families' concerns. She stated that there have been requests for water on Road 11 for the last 40 years. The well water to the properties is sulphurous and corrosive. Water filtration systems are costly. She stated that she is aware of two houses and a barn that have been lost due to fires.

Ms. Birch distributed an aerial map identifying the portion of Road 11 from North Talbot Road to the residence located at 130 Road 11. She advised that the proposed 2018 petition would involve 16 properties, and 9 owners are interested. She requested that Council continue its commitment to fund the cost of the

hydrants on this project. The residents want safe, clean drinking water; not water that is full of black sulphur or silt. She thanked Council for their time and consideration.

2-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Susanne Coghill

That Council defer consideration of Ms. Birch's request, as a representative of the Birch and Kerr Families on Road 11, until such time as the Road 11 waterline petition is formally presented to Council with an accompanying report from Administration.

CARRIED

3. Dave Hunt, Member, Kingsville Tourism and Economic Development Committee--6-month Committee update (Powerpoint and video presentations)

Dave Hunt presented the video and powerpoint presentation.

3-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council receive the Kingsville Tourism and Economic Development Committee 6-month Committee update as presented by Mr. Dave Hunt.

CARRIED

F. MATTERS SUBJECT TO NOTICE

1. PUBLIC MEETING --Application for Zoning By-law Amendment ZBA/23/17 by Robert & Rosanne Marie Blakesleay and Steckle Farms Ltd., c/o Peter Steckle, 69 Road 8 West and Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8

R. Brown, Manager of Planning and Development Services

i) Report of R. Brown, dated December 28, 2018

ii) Proposed By-law 7-2018, being a By-law to amend Comprehensive Zoning By-law 1-2018 of The Corporation of the Town of Kingsville

Mr. Brown presented his Planning Report.

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

4-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Tony Gaffan

Council approve Zoning By-law Amendment application ZBA/23/17 to rezone the subject lands as a condition of consent File B/12/17 from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' on lands known as 69 Road 8 West and VL NS Road 8 West, in Part of Lots 5, 6 and 7, Concession 8, Town of Kingsville and adopt the implementing by-law.

CARRIED

G. AMENDMENTS TO THE AGENDA

Councillor Patterson added one announcement.

H. ADOPTION OF ACCOUNTS

1. **Town of Kingsville Accounts for the monthly period ended December 31, 2017 being TD cheque numbers 0063958 to 0064296 for a grand total of \$1,525,310.88**

5-2018

Moved By Councillor John Driedger

Seconded By Councillor Tony Gaffan

Council approve Town of Kingsville Accounts for the monthly period ended December 31, 2017 being TD cheque numbers 0063958 to 0064296 for a grand total of \$1,525,310.88

CARRIED

I. STAFF REPORTS

1. 2017 DC Background Study Additional Information

S. Zwiers, Director of Financial Services

Ms. Zwiers presented her Report providing the additional information requested as part of the public meeting held on December 11, 2017. She noted that the Report includes Appendix D, being the Addendum Report prepared by Watson and Associates, which addresses the issue of unifying the urban rates.

6-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That the Greenhouse Sector be exempt from development charges but the bunk houses be included in the Residential category.

LOST

7-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Susanne Coghill

That Council defer the consideration of the recommendations and direct Administration to report on all the different options pertaining to the Greenhouse Sector, so that Council can make a sound decision that would be fair and equitable, with a one-year phase-in period for development charges for the Greenhouse Sector.

LOST

8-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That the Greenhouse Sector be charged only the highway portion of services, and further that the Greenhouse Sector be more narrowly defined to only include the non-growing areas of development.

CARRIED

9-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Larry Patterson

That Council approve the balance of the Recommendations made in Chapter 7 of the Town of Kingsville Development Charge Background Study dated November 8, 2017.

CARRIED

10-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor John Driedger

That Council receives the Addendum Report (of Watson & Associates Economists Ltd.) to the Town of Kingsville Development Charge Background study, dated December 28, 2017.

CARRIED

11-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Larry Patterson

That Council receive the balance of the Report of S. Zwiers for information and direct Administration to bring back the amended By-law 1-2018 (being a by-law to establish development charges in the Town of Kingsville for the period from February 1, 2018 to January 31, 2023) to the next Regular Meeting of Council.

CARRIED

Ms. Zwiers indicated that as this would be her last report presented to this Council, she thanked Council for the opportunity to work for the Town. Council also thanked Ms. Zwiers for her guidance, expertise, and valuable contributions to the Town throughout her 14 years of service.

Mayor Santos called for a recess at 8:55p.m. and the meeting reconvened at 9:04 p.m.

2. Application for Site Plan Approval--SPA/19/17--14 Cameron Sideroad, Part of Lot 275, Concession STR, Part 3, RP 12R 21550

R. Brown, Manager of Planning and Development Services.

12-2018

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

That Council approve site plan control application SPA/19/17 for property located at 14 Cameron Sideroad to permit the construction of a 540 sq. m (5,820 sq. ft.) addition to the existing industrial building and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title

CARRIED

3. 2nd to 4th Quarter Site Plan Update

R. Brown, Manager of Planning and Development Services

13-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor John Driedger

Council adopt the report for information purposes for the approved site plan amendments at 3069 Graham Side Road, 1414 and 1876 Seacliff Drive, 876 (check this address) Road 2 E, 2035 Spinks Drive and 140 Wagle Ave. and for the approved site plans at 3518 McCain Side Road, 1556 County Road 34 and 808 Seacliff Drive, and authorize the Mayor and Clerk to sign the associated site plan agreements or amendments to existing agreements and register said agreements on title.

CARRIED

4. Revised Job Description Director of Financial Services/ Treasurer

J. Galea, Human Resources Manager

14-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council approve the revised Director of Financial Services/ Treasurer job description.

CARRIED

5. 2018 Cat Spay and Neuter Voucher Program

R. Baines, Deputy Clerk-Administrative Services

15-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council receive the 2018 Cat Spay and Neuter Voucher Program Report for information and defer the 2018 Voucher Program until budget is approved.

CARRIED

6. 2018 Cat Intake Program – Windsor Essex County Humane Society

R. Baines, Deputy Clerk-Administrative Services

16-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That Council receive the 2018 Cat Intake Program Report and approve the agreement between the Windsor/Essex County Humane Society and the Town of Kingsville for the continuation of the 2018 Cat Intake Program.

CARRIED

7. Draft 2018 Accessibility Plan for the Town of Kingsville

R. Baines, Deputy Clerk-Administrative Services

17-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Thomas Neufeld

That Council endorse the 2018 Accessibility Plan, as amended, and to review the plan every 12 months.

CARRIED

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Mayor Santos - Verbal Report RE: Personnel Committee appointments

Mayor Nelson Santos reported that the Personnel Committee has recommended the appointments of Councillors Driedger and Coghill to serve as members of the Personnel Committee for the balance of the Council term.

18-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Tony Gaffan

That Councillors John Driedger and Susanne Coghill be appointed to serve as members of the Personnel Committee for the balance of the Council term and that the by-law be amended to reflect the update.

CARRIED

K. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--December 11, 2017

2. Regular 'Closed Session' Meeting of Council--December 11, 2017

19-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor John Driedger

That Council adopt Regular Meeting of Council Minutes dated December 11, 2017 and Regular "Closed Session" Meeting Minutes dated December 11, 2017.

CARRIED

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Kingsville Accessibility Advisory Committee--June 22, 2017

20-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That Council receive Kingsville Accessibility Advisory Committee Meeting Minutes, dated June 22, 2017.

CARRIED

2. Tourism and Economic Development Committee--October 5, 2017

21-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Larry Patterson

That Council receive Tourism and Economic Development Committee Meeting Minutes, dated October 5, 2017.

CARRIED

3. Kingsville Municipal Heritage Advisory--November 8, 2017

22-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council receive Kingsville Municipal Heritage Advisory Committee Meeting Minutes, dated November 8, 2017.

CARRIED

4. Kingsville BIA--November 15, 2017

23-2018

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

That Council receive Kingsville BIA Minutes, dated November 15, 2017.

CARRIED

M. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. Town of Amherstburg--Correspondence dated December 20, 2017 RE: Negative Impacts of Bill 148
2. Town of Amherstburg--Correspondence dated December 20, 2017 RE: On-Call Provisions in Bill 148
3. Town of Amherstburg--Correspondence dated December 20, 2017 RE: Provincial Flood Insurance Program
4. Town of Amherstburg--Correspondence dated December 20, 2017 RE: Tenanted Farm Tax Class
5. Minister of Municipal Affairs / Minister of Government and Consumer Services--Correspondence dated December 15, 2017 RE: Update on Bill 159, Putting Consumers First Act (Consumer Protection Statute Law Amendment), 2017
6. City of Clarence-Rockland--Resolution passed December 4, 2017 RE: Bill 160, Strengthening Quality and Accountability for Patients Act, 2017
7. Minister of Finance--Correspondence from The Hon. Charles Sousa received January 2, 2018
8. Minister of Infrastructure--Correspondence from The Hon. Bob Chiarelli dated January 3, 2018

24-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Susanne Coghill

That Council receive information items 1-8.

CARRIED

N. NOTICES OF MOTION

O. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

Councillor Patterson thanked the Municipal Services staff for the great job they did over the holidays keeping the roads clear.

P. BYLAWS

1. By-law 1-2018

By-law 1-2018 will be presented at the next Regular Meeting of Council.

2. By-law 2-2018

25-2018

Moved By Councillor John Driedger

Seconded By Councillor Larry Patterson

That Council read By-law 2-2018, being a by-law to authorize the entering into of a Contribution Agreement with The Leamington & Area Family Health Team a first, second and third and final time.

CARRIED

3. By-law 3-2018

26-2018

Moved By Councillor John Driedger

Seconded By Councillor Susanne Coghill

That Council read By-law 3-2018, being a By-law authorizing the entering into of an Agreement for Project Management Services with Ontario Clean Water Agency in connection with the Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects (OCWA Project No. 17-038-03 and 17-038-05) a first, second and third and final time.

CARRIED

4. By-law 4-2018

That Council read By-law 4-2018, being a By-law appointing Members to the Committee of Adjustment for the 2018 calendar year a first, second and third and final time.

27-2018

Moved By Councillor John Driedger

Seconded By Councillor Tony Gaffan

That Council read By-law 4-2018, being a by-law appointing members to the Committee of Adjustment for the 2018 calendar year, a first, second and third and final time.

CARRIED

5. By-law 5-2018

That Council read By-law 5-2018, being a by-law to authorize the entering into of an Agreement with South Essex Community Council, operating as Erie Shore Community Transit, a first, second and third and final time.

28-2018

Moved By Councillor John Driedger

Seconded By Councillor Thomas Neufeld

That Council read By-law 5-2018, being a By-law authorizing the entering into of an Agreement with South Essex Community Council, operating as Erie Shore Community Transit, a first, second and third and final time.

CARRIED

6. By-law 7-2018

That Council read By-law 7-2018, being a by-law to amend By-law 1-2014, the comprehensive Zoning By-law for the Town of Kingsville (ZBA/23/17) a first, second and third and final time.

29-2018

Moved By Councillor John Driedger

Seconded By Councillor Thomas Neufeld

That Council read By-law 7-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/23/17), a first, second and third and final time.

CARRIED

7. By-law 8-2018

That Council read By-law 8-2018, being a By-law to amend By-law 101-2004, as amended, and to appoint an Acting Treasurer of the Town of Kingsville a first, second and third and final time.

30-2018

Moved By Councillor John Driedger

Seconded By Councillor Larry Patterson

That Council read By-law 8-2018, being a By-law to amend By-law 101-2004, as amended, and to appoint an Acting Treasurer of The Corporation of the Town of Kingsville, a first, second and third and final time.

CARRIED

8. By-law 9-2018

31-2018

Moved By Councillor John Driedger

Seconded By Councillor Susanne Coghill

That Council read By-law 9-2018, being a By-law authorizing the entering into of a Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program with Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, a first, second and third and final time.

CARRIED

Q. CLOSED SESSION

32-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

Pursuant to Section 239(2) of the *Municipal Act, 2001* Council, at 9:46 p.m., moved into Closed Session to address the following item:

Status update by CAO P. Van Mierlo-West RE: Agreement of Purchase and Sale with Edward Remark & Sons Limited (Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board)

CARRIED

R. REPORT OUT OF CLOSED SESSION

Upon rising from Closed Session at 10:00 p.m. Mayor Santos reported that Council received an update report from CAO P. Van Mierlo-West respecting the Agreement of Purchase and Sale with Edward Remark & Sons Limited and provided direction on the process.

S. CONFIRMATORY BY-LAW

1. By-law 10-2018

33-2018

Moved By Councillor John Driedger

Seconded By Councillor Larry Patterson

That Council read By-law 10-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 8, 2018 Regular Meeting a first, second and third and final time.

CARRIED

T. ADJOURNMENT

34-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Thomas Neufeld

Council adjourn this Regular Meeting of Council at 10:01 pm.

CARRIED



**SPECIAL MEETING OF COUNCIL
MINUTES**

Tuesday, January 16, 2018

9:00 AM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Members of Council	Mayor Nelson Santos Councillor Susanne Coghill Councillor John Driedger Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Larry Patterson
Absent	Deputy Mayor Gord Queen (on personal business)
Members of Administration	J. Astrologo, Director of Corporate Services R. Brown, Manager of Planning & Development Services M. Durocher, Parks & Recreation Program Manager Jennifer Galea, Human Resources Manager K. Girard, Municipal Services Manager T. Del Greco, Manager of Municipal Facilities and Property T. Iacobelli, Manager of Information Technology S. Martinho, Public Works Manager R. McLeod, Acting Treasurer C. Parsons, Fire Chief A. Plancke, Director of Municipal Services P. Valore, Chief Building Official P. Van Mierlo-West, CAO

A. CALL TO ORDER

Mayor Santos called the Special Meeting to order at 9:00 am.

B. MOMENT OF SILENCE AND REFLECTION

C. 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.

D. BUSINESS / CORRESPONDENCE - ACTION REQUIRED

1. January 2018 Council Meeting Schedule - Discussion

35-2018

Moved by Councillor Thomas Neufeld

Seconded by Councillor Susanne Coghill

That Council approve the rescheduling of the Regular Meeting of Council from January 22, 2018 to January 29, 2018 and to authorize the cancellation of the January 22, 2018 Regular Meeting.

CARRIED

E. STAFF REPORTS

1. 2018 Budget – Executive Summary

36-2018

Moved by Councillor Susanne Coghill

Seconded by Councillor Larry Patterson

That Council receive the 2018 Budget - Executive Summary report as part of the 2018 budget deliberation process.

CARRIED

2. 2018 Draft Budget Amendments

37-2018

Moved by Councillor Thomas Neufeld

Seconded by Councillor John Driedger

That Council receive the proposed amendments to the 2018 draft budget.

CARRIED

F. BUSINESS CORRESPONDENCE - INFORMATIONAL

**1. Deputy Mayor G. Queen--Correspondence dated January 1, 2018 RE:
Communication and Budget Deliberation 2018**

38-2018

Moved by Councillor John Driedger

Seconded by Councillor Susanne Coghill

That Council receive information item 1.

CARRIED

G. BUDGET DELIBERATIONS

1. Review of Projects Requested for Pre-approval

39-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Susanne Coghill

That Council approves item #29 of the 2018 Capital Budget, subject to reviewing the funding in the County Budget for the Heritage Road project.

CARRIED

40-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item #31.

CARRIED

41-2018

Moved by Councillor Thomas Neufeld

Seconded by Councillor John Driedger

That Council approves the 2018 Capital Budget line item #32

CARRIED

42-2018

Moved by Councillor Larry Patterson
Seconded by Councillor John Driedger

That Council approves the 2018 Capital Budget line items #33 and #36.

CARRIED

43-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Capital Budget line item #37

CARRIED

44-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghil

That Council approves the 2018 Capital Budget line item #38

CARRIED

45-2018

Moved by Councillor John Driedger
Seconded by Councillor Larry Patterson

That Council approves the 2018 Capital Budget line item #39, which should be listed as Bridge #042 - Maddox Drain Culvert Engineering.

CARRIED

46-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Capital Budget line item #40.

CARRIED

47-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item #42.

CARRIED

48-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item #44.

CARRIED

49-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Capital Budget line item #59 and #60.

CARRIED

50-2018

Moved by Councillor Larry Patterson
Seconded by Councillor John Driedger

That Council approves line item #1, Fleet Replacement, from the 2018 Environmental Capital Budget.

CARRIED

2. Presentation of Departmental Capital and Operating Budgets

1. Council (Pg. 10 of Draft 2018 Municipal Budget previously provided)

51-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Council Operating Budget.

CARRIED

2. General Administration (Pgs. 11-12)

52-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Thomas Neufeld

That the line item described as Program Support - Build. & Water, account ending in 40655 be increased by 1.50%.

CARRIED

53-2018

Moved by Councillor Susanne Coghill

Seconded by Councillor John Driedger

That Council approves the 2018 Capital Budget line items #1 thru #3.

CARRIED

54-2018

Moved by Councillor Susanne Coghill

Seconded by Councillor Tony Gaffan

That Council receives the 2018 General Administration Operating Budget, as amended.

CARRIED

Mayor Santos called a recess at 10:33 am.

Mayor Santos reconvened the Special Meeting at 10:47 am.

3. Information Technology (Pg. 13)

55-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Thomas Neufeld

That Council approves the 2018 Information Technology Capital Budget, being 2018 Capital Budget line items #4 thru #24.

CARRIED

56-2018

Moved by Councillor John Driedger
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Information Technology Operating Budget, as amended.

CARRIED

4. Fire (Pgs. 15-16)

57-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Larry Patterson

That Council approves the 2018 Capital Budget line item #25.

CARRIED

58-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Larry Patterson

That Council approves the 2018 Fire Department Operating Budget.

CARRIED

5. Building (Pg. 18)

59-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line items #27 and #28.

CARRIED

60-2018

Moved by Councillor Larry Patterson
Seconded by Councillor John Driedger

That Council approves the 2018 Building Department Operating Budget, as amended.

CARRIED

6. Public Works (Pgs. 19-21)

61-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line items #30, #34, #35, #41, and #47 thru #50.

CARRIED

62-2018

Moved by Councillor Thomas Neufeld

Seconded by Councillor Tony Gaffan

That Council approves the 2018 Public Works Operating Budget, as amended.

CARRIED

7. Sanitation (Pg. 22)

63-2018

Moved by Councillor Tony Gaffan

Seconded by Councillor Susanne Coghill

That Council approves the 2018 Sanitation Operating Budget.

CARRIED

8. Cemetery (Pg. 23)

64-2018

Moved by Councillor Larry Patterson

Seconded by Councillor John Driedger

That Council approves the 2018 Cemetery Operating Budget.

CARRIED

Mayor Santos called for a lunch recess at 11:55 am.

Mayor Santos reconvened the Special Meeting at 12:37 pm.

65-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That the Training and Development line item in the 2018 General Administration Operating Budget (account ending 60254) be reduced to \$35,000.

CARRIED

9. Arena (Pgs. 24-25)

66-2018

Moved by Councillor Susanne Coghill
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Capital Budget line items #52 thru #54.

CARRIED

67-2018

Moved by Councillor John Driedger
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Arena Operating Budget, as amended.

CARRIED

10. Parks (Pgs. 26-27)

68-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line #61 and #62.

CARRIED

69-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line items #55 thru #58.

CARRIED

70-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item #63(b).

CARRIED

71-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item #66.

CARRIED

72-2018

Moved by Councillor Larry Patterson
Seconded by Councillor John Driedger

That Council approves the 2018 Parks Operating Budget.

CARRIED

11. Facilities (Pg. 28)

73-2018

Moved by Councillor John Driedger
Seconded by Councillor Tony Gaffan

That Council approves the 2018 Capital Budget line items #70 thru #75.

CARRIED

74-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor John Driedger

That Council approves the 2018 Facilities Operating Budget.

CARRIED

12. Marina (Pg. 30)

75-2018

Moved by Councillor Susanne Coghill

Seconded by Councillor Thomas Neufeld

That Council approves the 2018 Capital Budget line item #67.

CARRIED

76-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Tony Gaffan

That Council approves the 2018 Marina Operating Budget.

CARRIED

13. Fantasy of Lights (Pg. 29)

77-2018

Moved by Councillor Tony Gaffan

Seconded by Councillor Susanne Coghill

That Council approves the 2018 Fantasy of Lights Operating Budget.

CARRIED

14. Migration Festival (Pg. 31)

78-2018

Moved by Councillor Larry Patterson

Seconded by Councillor John Driedger

That Council approves the 2018 Migration Festival Operating Budget.

CARRIED

15. Recreation Programs (Pg. 32)

79-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Susanne Coghill

That the Committee Honorarium budget line item (account ending in 60114) be reduced to \$20,000.

CARRIED

80-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Capital Budget line item 69.

CARRIED

81-2018

Moved by Councillor Thomas Neufeld
Seconded by Councillor John Driedger

That Council approves the 2018 Capital Budget line item #68.

CARRIED

82-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Thomas Neufeld

That Council approves the 2018 Recreation Programs Operating Budget.

CARRIED

16. Communities in Bloom (Pg. 33)

83-2018

Moved by Councillor Larry Patterson
Seconded by Councillor Susanne Coghill

That Council approves the 2018 Communities in Bloom Operating Budget.

CARRIED

17. Animal Control (Pg. 14)

84-2018

Moved by Councillor Larry Patterson

Seconded by Councillor John Driedger

That Council approves the 2018 Animal Control Operating Budget.

CARRIED

18. Planning (Pg. 34)

85-2018

Moved by Councillor Larry Patterson

Seconded by Councillor Susanne Coghil

That Council approves the 2018 Planning Department Operating Budget.

CARRIED

H. CONFIRMATORY BY-LAW

1. By-law 15-2018

86-2018

Moved by Councillor John Driedger

Seconded by Councillor Tony Gaffan

That Council read By-law 15-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 16, 2018 Special Meeting a first, second and third and final time.

CARRIED

Mr. McLeod advised that the current municipal tax rate increase is at 3.5% and the overall tax rate increase sits at 1.6%. Budget deliberations are to resume on Monday, February 5, 2018.

I. ADJOURNMENT

87-2018

Moved by Councillor Thomas Neufeld

Seconded by Councillor Tony Gaffan

That Council adjourn this Special Meeting at 1:52 pm.

CARRIED

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



MINUTES

PLANNING ADVISORY COMMITTEE MEETING

TUESDAY OCTOBER 17TH, 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">Deputy Mayor Gord QueenCouncilor Thomas NeufeldMurray McLeodShannon OlsonTed Mastronardi	<ul style="list-style-type: none">Manager of Planning & Development Services – Robert BrownInterim Planner – David French

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 SEPTEMBER 19TH, 2017

Corrections Pg 2 of the Minutes – Norm Henderson, representing the developer. & Joe Ouellette architect/designer for the developer

Pg 4 of the Minutes – Clarification on Alex James - address

PAC – 16 – 2017

Moved by Gord Queen, seconded by Shannon Olson that the Planning Advisory Committee Meeting Minutes dated September 19th, 2017 be adopted.

CARRIED

D. HEARINGS

1. ZBA / 17 / 17 – Vince Mocer Holding Inc. – 2071 Road 3 E

Manager of Planning Services, Robert Brown presented his report dated October 3rd, 2017 to the Town of Kingsville Planning Advisory Committee regarding a proposed

Zoning By-law Amendment (ZBA) for lands owned by Vince Mocerri Holdings Inc., located at 2071 Road 3 E, in the Town of Kingsville.

The subject land is a 4.1 ha (10.2 ac.) vacant heavy industrial lot. The applicant is proposing the development of a recycling and waste transfer station similar to the one they currently operate in Windsor (Windsor Disposal Service). In order to proceed with the waste transfer portion of the development a zoning amendment is required to add a waste transfer station as an additional permitted use. Site plan approval will also be necessary for the actual development of the building and support facilities. A waste transfer station will also require an Environmental Compliance Approval (ECA) from the Ministry of Environment and Climate Change (MOECC) prior to beginning operations as such it will be recommended the zoning include the H – Holding provision which would only permit the waste transfer portion of the facility once the (ECA) is received. A preliminary site plan has been included outlining the potential location of the building and surrounding yard area.

Since writing the report the Manager of Planning Services, Robert Brown spoke to the General Manager of the Waste Authority who has indicated that the County would have no objection with the proposed used either recycling or the solid waste portion of the business.

Tom Storey, M.Sc., RPP, MCIP of Storey Samways Planning Ltd. was in attendance to represent the applicant. Mr. Storey's justification report dated October 6th, 2017 was attached to Mr. R. Brown's report. Mr. T. Storey has been involved in similar applications that have required Environmental Compliance Approval, under the Environmental Protection Act Regulations. The Ministry likes to know that the Town is the supporting principal. The approach is to explain in as much detail as possible what is proposed and make the final zoning subject to the Holding symbol so that nothing will happen with regard to the waste transfer facility, or that use being established prior to the Environmental Compliance Approval (ECA) from the Ministry of Environment and Climate Change (MOECC). In the planning justification report detail is provided as to how much waste is proposed, maximum daily limits, etc. Site is a vacant heavy industrial lot, which would have a far more negative impact than the Waste Transfer Station.

Committee member Murray McLeod, on Page 5, the second last paragraph of Mr. Storey's Planning Justification Report regarding the building layout site plan, talks about access or roadway on the south side of the building. Would that connect to the County's Facility? Mr. Storey clarified that the report is referring to an internal road way, the access will be off of Road 3 E as shown on the site plan attached to the report. The internal driveway/roadway will lead into the rear of the building, the south side of the building, but will not be leaving the site. In Mr. R. Brown's report he made mention of the existing tree/bush cover along much of the frontage of the lot and it is recommended that this remain, be maintained and supplemented where needed to provide continued screening. Is this something that the applicant would be in favor of? Mr. Storey indicated that Site Plan Control will cover the existing tree/bush coverage as well as the maintenance and supplemented coverage if needed. The site plan provided today is only to indicate the location of the future building.

Committee Member Ted Mastronardi. What type of waste will be brought to this transfer station? Will it be organics, or in-organic waste such as Rockwool, vines, or wet greenhouse waste? Applicant indicated that no wet greenhouse waste or vines will be brought to this Transfer Station. This Transfer station would be used for solid non-hazardous waste. No greenhouse waste. Committee Member Ted Mastronardi. The report says also from private vehicles, so farmers could dump other products? Applicant confirmed that only permitted (solid non-hazardous) waste will be accepted, no greenhouse waste at all.

Michael Araujo, 2068 Road 3 E. What is being taken into consideration for the neighbouring property owners, in terms of the environmental impact, rodent increase, smells, increase in traffic, noise. Property values will decrease by 10% - 30%. How will this be addressed? Mr. T. Storey reminded the audience that the property is zoned heavy industrial, a salvage yard could be a permitted use. Mr. T. Storey explained that the Site

Plan application process is used to collect information and divided some kind mitigation of those issues. The entire area is not necessarily industrial, we do have the industrial park across the street to the West of this location on the north side of Road 3 E, as well as other industrial uses in the area. All the waste collected will be indoors. We go through this process to see what we can do for the residents, and council.

Felice Gualdieri, 20 Parklane in Essex, owner of the peach orchard to the East of the subject property. His crop is very delicate, what about the infectious diseases that are in the air. He needs a good buffer zone. The smells that come from the dump up the road on County Rd 31 are bad. With this site being next door to his orchard is going to increase the amount of spraying that will be required. The Transfer station on County Rd 31 has compost piles out side, when the original plan for that transfer station was presented the residents were told there would be no out side dumping. Are compost piles going to be permitted at this Transfer station on Rd 3 E? Mr. Gualdieri had plans to build his retirement home on his orchard. What kind of buffer will he need to go forward with his plans, or will it even be possible? Mr. Gualdieri also spoke on behalf of his elderly parents who could not attend the meeting. Mr. and Mrs. Sante Gualdieri of 2209 County Rd 31 object to this proposed use. Buffer zones are definatley required for the immediate neighbours. Drainage issues are also a concern. The property slopes to the south. Please take consideration for all these issues.

Joseph Branco, 2014 Road 3 E speaking on behalf of his parents also. Has similar concerns as Mr. Felice Gualdieri. Concered about what is promised in the beginning and what happens over time, with expansion, and taking on more than antipated. It is a business and it is unfortunatley all about the money, not about the people and neighbours that have been there for 50 - 60 plus years. Mr. J. Branco would like to see things done right, and make sure that the residents that were there first are not pushed out or away.

Daughter of Maria Araujo, 2082 Road 3 E, who could not attend herself. They are in agreeance with all other comments. Concerns of their orchard, value of the properties, smell, rodents, impacting orchards and greenhouses. What about the wildlife in the area, owls, eagles, deer, etc. What kind of impact would this bring to the animals?

Chairperson Thomas Neufeld, asked Manager of Planning Services, Robert Brown to speak to Site Plan Control, and the measures that the municipality takes to ensure that all points are covered and considered. Mr. R. Brown explained that the Planning Advisory Committee's role is to listen to the concerns of the residents and communicate that information back to the applicants to find out what exactly can be done to address those concerns. That will be part of the process moving forward, to take all of this into consideration. To see what the applicant is able to do to address the concerns.

Chairperson Thomas Neufeld confirmed there were no other comments from the applicant or the audience.

Gord Queen, noted that a key point to this application is that we the Planning Advisory Committee won't be making the final decision, the Environmental Compliance Approval (ECA) from the Ministry of Environment and Climate Change (MOECC), and Council will collectively make the decision. The Site Plan Control will be critical, as it will be addressing all the concerns brought forward.

PAC – 17 – 2017

Moved by, Gord Queen seconded by Murray McLeod that the Planning Advisory Committee approve the recommendation to move the application to Council for a decision with detailed information to be provided on how the concerns raised will be addressed through Site Plan Control.

CARRIED

E. BUSINESS / INFORMATION

F. ADJOURNMENT

PAC – 18 – 2017

Moved by Gord Queen seconded by Ted Mastronardi, that there being no further items of discussion, the meeting adjourn at 7:30 p.m.

CARRIED



CHAIRPERSON, Thomas Neufeld



RECORDING SECRETARY, Robert Brown

Sandy Kitchen

From: Sandy Kitchen
Sent: Thursday, January 25, 2018 1:35 PM
To: Sandy Kitchen
Subject: FW: OGRA Requests Support for MCEA Process Reform

From: Scott Butler [<mailto:scott@ogra.org>]
Sent: January-17-18 4:16 PM
To: Jennifer Astrologo <jastrologo@kingsville.ca>
Subject: OGRA Requests Support for MCEA Process Reform



**ONTARIO
GOOD ROADS
ASSOCIATION**
1525 Cornwall Road, Unit 22
Oakville, Ontario
L6J 0B2
Telephone 289-291-6472
Fax 289-291-6477

Wednesday, January 17, 2018

Jennifer Astrologo
Director of Corporate Services/Clerk
Town of Kingsville

Good afternoon Jennifer:

The following correspondence was sent to your Head of Council earlier this afternoon. OGRA respectfully requests that you please it on your next Council agenda for information.

Regards,

Scott R. Butler
OGRA, Policy and Research
22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2
T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

The Ontario Good Roads Association is seeking reforms to the Municipal Class Environmental Assessment (MCEA) process. In its current form the MCEA process has made municipal infrastructure projects longer in duration and more costly. The OGRA Board of Directors encourages all municipalities in Ontario to adopt the following resolution that calls on the Minister of the Environment and Climate Change to accelerate the Application for Review of the MCEA process.

Links to further background information about the Municipal Class Environmental Assessment process can be found below the resolution.

DRAFT RESOLUTION

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore be it resolved that Town of Kingsville requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

BACKGROUND INFORMATION

The following links provide a comprehensive background of the work that the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario have done to advance this issue of MCEA reform.

- October 2017 Correspondence from the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario to the Hon. Chris Ballard, Minister of the Environment and Climate Change.
- ReNew Magazine editorial examining the need to review the Municipal Class Environmental Assessment process
- The Development Approval Roundtable Action Plan, November 2017
- Meeting Notes from the November 29, 2017 Evolution of the MCEA Workshop.
- The MEA Companion Guide for the Municipal Class Environmental Assessment Manual
- Are Ontario's Municipal Class Environmental Assessments Worth the Added Time and Costs? The 2014 Edition

If you have any questions or concerns, please contact Scott Butler, OGRA's Manager of Policy and Research at 289-291-6472 ext. 24 or via email at scott@ogra.org.

Regards,



Scott R. Butler
 OGRA, Policy and Research
 22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2
 T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

Scott Butler

**Environment and Land Tribunals
Ontario**

Ontario Municipal Board

655 Bay Street, Suite 1500
Toronto ON M5G 1E5
Telephone: (416) 212-6349
Toll Free: 1-866-448-2248
Fax: (416) 326-5370
Website: www.elto.gov.on.ca

**Tribunaux de l'environnement et de
l'aménagement du territoire Ontario**

Commission des affaires municipales
de l'Ontario

655 rue Bay, suite 1500
Toronto ON M5G 1E5
Téléphone: (416) 212-6349
Sans Frais: 1-866-448-2248
Télécopieur: (416) 326-5370
Site Web: www.elto.gov.on.ca



PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	1552843 Ontario Ltd.
Subject:	Application amend Zoning By-law No. 1 - 2014 - Refusal of Application by the Town of Kingsville
Existing Zoning:	"R1.1 and R1.1 (H)" Zone
Proposed Zoning:	Site specific – Residential Zone 3, Urban Exception 23, holding (R3.1 – 23H)
Purpose:	To permit the redevelopment of the subject lands (approx. 1. 4 ha) for a combination of 3 single detached dwelling lots and up to 16 Town house units
Property Address/Description:	169 Prince Albert St N
Municipality:	Town of Kingsville
Municipality File No.:	ZBA/14/17
OMB Case No.:	PL171077
OMB File No.:	PL171077
OMB Case Name:	1552843 Ontario Ltd. v. Kingsville (Town)

NOTICE OF PREHEARING CONFERENCE

The Ontario Municipal Board will conduct a prehearing conference respecting this matter.

If you do not attend the prehearing conference, the Ontario Municipal Board may proceed in your absence and you will not be entitled to any further notice of these proceedings.

TIME AND PLACE OF PREHEARING CONFERENCE

A prehearing conference will be held

at: 10:00 AM

on: Wednesday April 18, 2018

**at: Municipal Building
Council Chambers**

The Board has set aside **1 day(s)** for this conference.

PURPOSE OF PREHEARING CONFERENCE

The conference will deal with preliminary and procedural matters, including the following:

- **Identification of parties** - these persons have the right to participate throughout by presenting evidence, questioning witnesses, and making final arguments. In order for the Board to determine your status for the hearing, you or your representative should attend the prehearing conference and ask to be added as a party. Groups, whether incorporated or not, who wish to become parties should name a representative. Parties do not need to be represented by lawyers or agents.
- **Identification of participants** - persons who do not wish to participate throughout the hearing may attend the hearing and make a statement to the Board. Such persons should also attend the prehearing conference.
- **Identification of issues.**
- **Possibility of settlement of any or all of the issues** – the panel will explore with the parties whether the case before the Board and the issues in dispute are matters that may benefit from the assistance of a mediation meeting conducted by a Member of the Board. Mediation is a voluntary process of negotiation that encourages all sides in a dispute to get a better understanding of each other's positions and fully explore and consider options for a mutually acceptable settlement of all or some of the issues in dispute. The panel may direct, upon consent of the parties, that some or all of the issues in dispute proceed to mediation. Where mediation is directed, a different Member of the Board would conduct the mediation.
- **Start date of the hearing.**
- **Duration of the hearing.**
- **Directions for prefiling of witness lists, expert witness statements and written evidence.**
- **The hearing of motions.**
- **Such further matters as the Board considers appropriate.**

Everyone present should come prepared to consider specific dates for proceedings in this matter.

EVIDENCE

Evidence or formal statements may also be heard at the prehearing conference in an attempt to settle the matters in dispute. Note that even if no settlement is reached the Board may make a final decision on the evidence it received.

All parties or their representatives should attend the prehearing conference.

Pour recevoir des services en français, veuillez communiquer avec la Division des audiences au (416) 212-6349, au moins 20 jours civils avant la date fixée pour l'audience.

We are committed to providing accessible services as set out in the *Accessibility for Ontarians with Disabilities Act, 2005*. If you have any accessibility needs, please contact our Accessibility Coordinator as soon as possible. If you require documents in formats other than conventional print, or if you have specific accommodation needs, please let us know so we can make arrangements in advance. Please also identify any assistance you may require in the event of an emergency evacuation.

DATED at Toronto, this 22nd day of January, 2018.

Mary Ann Hunwicks
Secretary

ONTARIO MUNICIPAL BOARD RULES ON ADJOURNMENTS

61. Hearing Dates Fixed Hearing events will take place on the date set unless the Board agrees to an adjournment.

62. Requests for Adjournment if All Parties Consent If all of the parties agree, they may make a written request to adjourn a hearing event. The request must include the reasons, a suggested new date, and the signed consents of all parties. However, the Board may require that the parties attend in person or convene an electronic hearing to request an adjournment, even if all of the parties consent.

63. Requests for Adjournment Without Consent If a party objects to an adjournment request, the party requesting the adjournment must bring a motion at least 10 days before the date set for the hearing event. If the reason for an adjournment arises less than 10 days before the date set for the hearing event, the party must give notice of the request to the Board and to the other parties and serve their motion materials as soon as possible. If the Board refuses to consider a late request, any motion for adjournment must be made in person, at the beginning of the hearing event.

64. Emergencies Only The Board will grant last minute adjournments only for unavoidable emergencies, such as illnesses, so close to the hearing date that another representative or witnesses cannot be obtained. The Board must be informed of these emergencies as soon as possible.

65. Powers of the Board upon Adjournment Request The Board may,
(a) grant the request;
(b) grant the request and fix a new date or, where appropriate, the Board will schedule a prehearing conference on the status of the matter;
(c) grant a shorter adjournment than requested;
(d) deny the request, even if all parties have consented;

- (e) direct that the hearing proceed as scheduled but with a different witness, or evidence on another issue;
- (f) grant an indefinite adjournment, if the request is made by the applicant or proponent and is accepted by the Board as reasonable and the Board finds no substantial prejudice to the other parties or to the Board's schedule. In this case the applicant or proponent must make a request that the hearing be rescheduled;
- (g) convert the scheduled date to a mediation or prehearing conference; or
- (h) make any other appropriate order.

August 11, 2008

SAMPLE PROCEDURAL ORDER

This is a sample of the procedural order that the Board issues for most matters (except expropriation applications) after holding a prehearing conference. An explanation of the terms used is found in the attachment to this sample order. The Board expects that the terms of the procedural order when issued will be met. If a party has not complied with a requirement of a procedural order, the Board will decide whether or not any part of or step in the proceeding, or any written or visual evidence or order is not valid as a result.

ONTARIO MUNICIPAL BOARD

PLXXXXX

PROCEDURAL ORDER

[Insert title of proceeding when procedural order is not attached to a Board Decision]

The Board orders that:

[1] The Board may vary or add to this Order at any time either on request or as it sees fit. It may amend this Order by an oral ruling or by another written Order.

Organization of the Hearing

[2] The hearing will begin on [day] [month] [year]... at ...a.m./p.m. atin the municipality of[Optional:...All parties and participants shall attend the first day of the hearing]

[3] The length of the hearing will bedays. The length of the hearing may be shortened as issues are resolved or settlement is achieved.

[4] The parties and participants identified at the prehearing conference are:
[Optional:...listed in Attachment 1 to this Order.]

[5] The Issues are: [Optional:... set out in the Issues List attached as Attachment 2.] There will be no changes to this list unless the Board permits it. A party who asks for changes may have costs awarded against it.

[6] [Optional] The order of evidence shall be: [Optional:....listed in Attachment 3 to this Order]. The Board may limit the amount of time allocated for opening statements, evidence in chief (including the qualification of witnesses), cross-examination, evidence in reply and final argument. The length of written argument, if any, may be limited either on consent or by Order of the Board.

Requirements Before the Hearing

[7] All parties and participants (or their representatives) shall provide a mailing address, email address, and telephone number to the Board. Any such person who retains a representative (legal counsel or agent) subsequent to the prehearing conference must advise the other parties and the Board of the representative's name, mailing address, email address and phone number.

[8] [Optional] A party who intends to call witnesses, whether by summons or not, shall provide to the Board, the other parties and to the municipal Clerk a list of the witnesses and the order in which they will be called. This list must be delivered at leastcalendar days before the hearing. For expert witnesses, a party is to include a copy of the curriculum vitae and the area of expertise in which the witness is proposed to be qualified.

[9] [Optional] Expert witnesses in the same field shall have a meeting before the hearing to try to resolve or reduce the issues for the hearing. The experts must prepare a list of agreed facts and the remaining issues to be addressed at the hearing, and provide this list to all of the parties and the municipal Clerk.

[10] An expert witness shall prepare an expert witness statement, that shall include: an acknowledgement of expert's duty form, the area(s) of expertise, any reports prepared by the expert, and any other reports or documents to be relied on at the hearing. Copies of this must be provided as in section [13]. Instead of a witness statement, the expert may file his or her entire report if it contains the required information. If this is not done, the Board may refuse to hear the expert's testimony.

[11] [Optional] A [witness] [participant] must provide to the Board and the parties a [witness] [participant] statement at least calendar days before the hearing, or the witness or participant may not give oral evidence at the hearing.

[12] Expert witnesses who are under summons but not paid to produce a report do not have to file an expert witness statement; but the party calling them must file a brief outline of the expert's evidence and his or her area of expertise, as in section [13].

[13] On or before[a minimum of 30 calendar days before the hearing date], the parties shall provide copies of their [witness and] expert witness statements to the other parties [Optional and to the Clerk of] [Optional] The parties shall prepare a Joint Document Book to be filed with the Board on the first day of the hearing. A paper copy of any document proposed to be entered into evidence or relied upon shall be provided at the hearing unless ordered otherwise by the presiding Member.

[14] [Optional] On or before , the parties shall provide copies of their visual evidence to all of the other parties. If a model is proposed to be used the Board must be notified before the hearing. All parties must have a reasonable opportunity to view it before the hearing.

[15] Parties may provide to all other parties [Optional and to the Clerk of] a written response to any written evidence within 7 days after the evidence is received.

[16] A person wishing to change written evidence, including witness statements, must make a written motion to the Board in accordance with the Board's Rules [34 to 38].

[17] A party who provides the written evidence of a witness to the other parties must have that witness attend the hearing to give oral evidence, unless the Board and the parties are notified at least 7 days before the hearing that the written evidence is not part of their record.

[18] Documents may be delivered in person, by courier, by facsimile or registered or certified mail, [Optional:...by email] or otherwise as the Board may direct. The delivery of documents by fax and email shall be governed by the Board's Rules [26 – 31] on this subject. Material delivered by mail shall be deemed to have been received five business days after the date of registration or certification.

[19] No adjournments or delays will be granted before or during the hearing except for serious hardship or illness. The Board's Rules 61 to 65 apply to such requests.

This Member is [not] seized.

So orders the Board.

Purpose of the Procedural Order and Meaning of Terms

Prehearing conferences usually take place only where the hearing is expected to be long and complicated. If you are not familiar with the hearing process you should prepare by obtaining the Guide to the Ontario Municipal Board, and the Board's Rules, from the Board Information Office, 15th Floor, 655 Bay Street, Toronto, M5G 1E5, 416-212-6349, or from the Board website at www.omb.gov.on.ca.

The parties should discuss the draft Procedural Order before the prehearing conference and identify the issues and the process they propose the Board order following the prehearing. The Board will hear submissions about the content of the Procedural Order at the prehearing.

Meaning of terms used in the Procedural Order:

Party *is an individual or corporation permitted by the Board to participate fully in the hearing by receiving copies of written evidence, presenting witnesses, cross-examining the witnesses of the other parties, and making submissions on all of the evidence. If an **unincorporated group** wishes to become a party, it must appoint one person to speak for it, and that person will become the party and assume the responsibilities of a party as set out in the Procedural Order. Parties do not have to be represented by a lawyer, and may have an agent speak for them. The agent must have written authorisation from the party.*

Participant is an individual, group or corporation, whether represented by a lawyer or not, who may attend only part of the proceeding but who makes a statement to the Board on all or some of the issues in the hearing. At the hearing, a participant may be asked questions by the parties about their statements. Participants do not normally receive notice of a mediation or conference calls on procedural issues and cannot ask for costs, or review of a decision as parties can.

Written and Visual Evidence: **Written evidence** includes all written material, reports, studies, documents, letters and witness statements which a party or participant intends to present as evidence at the hearing. These must have pages numbered consecutively throughout the entire document, even if there are tabs or dividers in the material. **Visual evidence** includes photographs, maps, videos, models, and overlays which a party or participant intends to present as evidence at the hearing. If a model forms part of the evidence, photographs of the model shall also be filed.

Witness Statements:

A **witness statement** or a **participant statement** is a short written outline of the person's or group's background, experience and interest in the matter; a list of the issues which he or she will discuss and the witness' or participant's position on those issues; and a list of reports that the witness or participant will rely on at the hearing.

An **expert witness statement** should include his or her (1) name and address, (2) qualifications, acknowledgement of the expert's duty, and specific area(s) of expertise, (3) a list of the issues to be addressed, (4) the witness' opinions on those issues and the complete reasons for the opinions and (5) a list of reports that the witness will rely on at the hearing.

The Procedural Order will set out when and how witness statements are to be exchanged.

Additional Information

Summons: A party may ask the Board to issue a summons. This request must be made before the time that the list of witnesses is provided to the Board and the parties. (See Rules 45 and 46 on the summons procedure.) An affidavit may be requested indicating how the witness' evidence is relevant to the hearing. If the Board is not satisfied from the affidavit, it will require that a motion be heard to decide whether the witness should be summoned.

The order of examination of witnesses: is usually direct examination, cross-examination and re-examination in the following way:
direct examination by the party presenting the witness;
direct examination by any party of similar interest, in the manner determined by the Board;
cross-examination by parties of opposite interest;
re-examination by the party presenting the witness; or
another order of examination mutually agreed among the parties or directed by the Board.

Role of Participants: Participants are identified at the start of a prehearing or at the start of a hearing. Participant statements should be filed with the Board and the parties in accordance with the direction set out in the Board's Procedural Order. If a participant

does not attend the hearing and only files a written statement, the Board may not give it the same attention or weight as submissions made orally. The reason is that parties cannot ask further questions of a person if they merely file the material and do not attend.

OCTOBER 20, 2014

ONTARIO MUNICIPAL BOARD RULES ON DOCUMENTS, EXHIBITS, FILING, SERVICE

18. Form of Documents Unless otherwise directed by the Board, every document filed or introduced by a party or participant in a proceeding shall be prepared on letter size paper (8 ½" x 11"), except for large documents such as plans or surveys, and shall have each page numbered consecutively, throughout the entire text and graphic content, even if there are dividers or tabs.

19. Other Exhibits Large graphic or other such types of visual evidence should not be glued to foam or other boards. They shall be on paper and be removed from the boards following the hearing event, and folded to 8 ½" x 11". Three-dimensional models must be photographed and the photographs must be introduced with the model. Visual evidence must be reviewed by the other parties before the hearing event or by an earlier date if set out in a procedural order.

20. Copies of Documents for Parties and Clerk A party who intends to introduce a document as evidence at a hearing event shall provide a copy of the document to all the parties, at the beginning of the proceeding or by an earlier date if set out in a procedural order. If the document is an official plan, those parts of the Plan to be referred to at the hearing event should be distributed to the parties, and a copy of the entire plan must be made available to the Board Member(s). If the Board orders that the clerk of the municipality keep copies of documents, they do not need to be certified copies, unless a party objects that they are not authentic copies.

21. Prefiling of Witness Statements and Reports If a hearing is expected to last more than 10 days, the Board may require that parties calling expert or professional witnesses serve on the other parties and file with the clerk of the municipality any experts witness statements and reports prepared for the hearing, at least 30 days in advance of the commencement of the hearing, unless otherwise directed by the Board. The Board may also make this prefiling order for hearings expected to last fewer than 10 days, at the request of a party. The expert witness statement must contain:

- (a) the expert's name, address and qualifications;
- (b) the issues the expert will address, their opinions on these issues, the reasons that support their opinions, their conclusions; and
- (c) a list of the reports or documents, whether prepared by the expert or by someone else, that the expert will refer to at the hearing.

The expert's complete report may be filed instead of this statement if it contains the required information.

An expert may not be permitted to testify if this statement or report is not served on all parties and filed with the Clerk of the municipality when so directed by the Board.

Participants in the hearing wishing to examine expert witness statements and reports may do so at the Clerk's office.

21.01 Other Witnesses The Board may also require that a witness or a participant who is not presenting expert evidence provide a witness or participant statement. A witness or participant statement should contain (a) a short written outline of the person's background, experience, and interest in the matter, (b) a list of the issues that they will discuss, and (c) a list of reports that they will rely on at the hearing. A participant statement should also briefly outline the evidence to be presented. The Board may not allow the witness or participant to testify if this statement is required by the Board but is not provided to the other parties.

22. Amendment of Documents Documents filed with the Board can only be amended on the consent of the parties or by a Board Order. The Board may require that the person requesting an amendment do so by way of a motion under Rule 34.

23. Copies of Board Documents A person may examine any document filed with the Board and copy it after paying the Board's fee, unless a statute, a Court Order, a Board Order or these Rules provide otherwise.

24. Return of Exhibits Exhibits of all types introduced at a hearing will be kept for 180 days after the Board decision issues. The person introducing an exhibit may ask for its return after this time, and it may be given back if the Board agrees. If no such request is made, the exhibit becomes the property of the Board and may be archived.

25. Final Approval of Plans of Subdivision When a final plan is prepared for the Board's approval, the following wording shall be inserted on the original plan and copies:

This plan is approved by the Ontario Municipal Board under file [insert OMB case number] pursuant to the *Planning Act*, section _____.

Date	Secretary, Ontario Municipal Board
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DOCUMENT EXCHANGE

A document may be served on another party or participant by e-mail, fax or such other manner as may be directed by the Board.

26. Service by Fax or E-mail Where any document is required to be served or filed, including the one commencing a proceeding or a motion or providing notice, it shall be served by fax or e-mail (unless a statute or the Board requires another method of service) and shall be sent to:

- (a) the party's representative, if any;
- (b) where the party is an individual and is not represented, to that party directly, where that party has provided a fax number and/or an e-mail address;
- (c) where that party is a corporation and is not represented, to the corporation directly, to the attention of an individual with apparent authority to receive the document; or
- (d) where served on or filed with the Board, a local board or commission, or any department, ministry or agency of the federal, provincial or municipal government, to an individual with apparent authority to receive the document.

Subject to Rule 27, if a document is served by fax or e-mail, then service is effective on the date of service.

27. If Faxed or E-mailed After 4:30 p.m. Any document served by fax or e-mail after 4:30 p.m. is deemed to have been served on the next business day.

28. Permission to Fax if More Than 30 Pages If a document is more than 30 pages including the cover page, it may only be served by fax between 8:00 a.m. and 4:30 p.m. with the prior consent of the person receiving the document. If more than 30 pages, it cannot be served by fax at any time without prior permission.

29. Contents of Cover Page A fax cover page must include (a) the Board's case and file number, (b) the type of matter, (c) the municipality in which the matter arose, and (d) full identification of the sender and receiver.

30. Proof of Service by Fax or E-mail A confirmation printout received by the sender is proof of the full transmission and receipt of the fax or e-mail.

31. No Hard Copy Needed A hard copy of a faxed or e-mailed document need not be sent by another means of transmission unless requested, and may then be sent by ordinary mail.

August 11, 2008

ONTARIO MUNICIPAL BOARD RULES ON PREHEARING CONFERENCES

70. Prehearing Conference At the request of a party or on its own initiative, the Board may direct parties to participate in a prehearing conference, which can include settlement conferences, motions or preliminary hearing matters, in order to:

- (a) identify the parties and participants and determine the issues raised by the appeal;
- (b) identify facts or evidence the parties may agree upon or on which the Board may make a binding decision;
- (c) obtain admissions that may simplify the hearing;
- (d) provide directions for exchange of witness lists, expert statements and reports, for meetings of experts to address the disclosure of information, including the disclosure of the information that was not provided to the Municipality before Council made its decision that is the subject of the appeal, and for further disclosure where necessary;
- (e) discuss opportunities for settlement, including possible use of mediation or other dispute resolution processes;
- (f) fix a date and place for the hearing and estimate its length, and encourage the parties to agree upon the dates for any procedural steps;
- (g) discuss issues of confidentiality, including any need to hold a part of the hearing in the absence of the public or to seal documents;
- (h) address the production and cost sharing of joint document books; and
- (i) deal with any other matter that may assist in a fair, cost-effective, and expeditious resolution of the issues.

71. Sample Procedural Order and Meeting Before Prehearing Conference The Board may provide a sample procedural order to the parties before the prehearing conference. The parties are expected to meet before the prehearing conference to consider the matters set out in Rule 70 and present recommendations to the Board for the conduct of the hearing.

- 72. Serving Notice of a Conference** The Board will give the applicant a Notice of Conference which provides the time and place of the prehearing conference. The applicant must serve this on those persons entitled to notice of the conference and provide an affidavit to the Board, at the conference, to prove service of the motion.
- 73. Board Member Presides** The Chair will assign a Board Member to conduct the conference.
- 74. Public Attendance at a Prehearing** A prehearing conference held in person will be open to the public. A prehearing conference held by electronic hearing will be open to the public where practical.
- 75. Conversion From One Procedure to Another** The Board Member may, at any time, conduct a procedural discussion or a preliminary hearing and may convert from one to another. The Board will state in the notice of a prehearing conference that the parties are expected to arrive prepared for a procedural and settlement conference as well as a preliminary hearing, where evidence or formal statements may be heard. Even if no settlement is reached, the Board may proceed to make a final decision on any evidence received during the conference.
- 76. Results of Failure to Attend a Conference** If a party fails to attend the conference in person or by authorized representative, the Board may proceed without that party. The non-attending party is not entitled to notice of subsequent hearing events in the proceedings.
- 77. Board Order Following** The Member conducting the prehearing conference will issue an order that may decide any of the matters considered at the conference and provide procedural directions for any subsequent hearing event.
- 78. Hearing Member Bound** The Member conducting the hearing or any subsequent hearing event is bound by the order resulting from the prehearing conference unless the Member is satisfied that there is good reason to vary the order.
- 79. Methods of Holding Hearing Events** The Board may, in a proceeding, hold any or a combination of written, electronic or oral hearing events.

August 11, 2008



The Corporation of The Town of Amherstburg

January 16, 2018

VIA EMAIL

Essex County Federation of Agriculture
360 Fairview Ave. West
Essex, ON
N8M-3G4

Dear President, Mr. Lyle Hall:

RE: Tax Changes Proposed by the Federal Liberal Government

At its meeting of December 11th, 2017, Amherstburg Town Council passed the following motion:

Resolution # 20171211-1000 - That the correspondence from the Essex County Federation of Agriculture regarding their concern over the proposed tax changes BE SUPPORTED.

Best Regards,

A handwritten signature in black ink, appearing to read "T. Fowkes", is located below the "Best Regards," text.

Tammy Fowkes
Deputy Clerk

cc: The Honourable Bill Morneau, Minister of Finance
Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Essex County Federation of Agriculture Letter

December 5, 2017

RE: Tax Changes proposed by the Federal Liberal government.

Dear Mayors and members of council,

We are writing to you today because we believe that the concerns of small business must be taken seriously by governments at every level, including the Municipal level. We are also concerned about the tax changes proposed by the federal Liberal government this past summer.

We are extremely concerned about the manner of the announcement, the short consultation period and the possible negative effects on Farmers, and Farm Families in our communities.

We are very aware of the unfairness of the current tax system, and we do encourage a system of tax fairness to address rising inequalities in Canada, however the decision by government to launch a consultation process in the middle of summer limited the capacity of Canadians, especially our local farmers, to fully participate.

Family farms represent a particular kind of small business, and differ from other small businesses. MP Guy Caron, tabled Bill C-274 during the 42nd parliament and the aim of this Bill was to facilitate the transfer of small businesses, or farm and fishing businesses, between family members by modifying the Income Tax Act. Sadly, this initiative was rejected by the Liberals during second reading.

Today's government announcement of a reduced small business tax is good news. However, we remain concerned and uncertain of what is coming next.

We are asking you to write to the Minister of Finance and to continue to pressure the government to honour its campaign promises and focus on real tax fairness.

Sincerely,

Lyle Hall

President, Essex County Federation of Agriculture



The Corporation of The Town of Amherstburg

January 16, 2018

VIA EMAIL

Windsor-Essex County Board of Health
360 Fairview Ave. West, Suite 215
Essex, ON
N8M-3G4

Dear Chair, Mr. Gary McNamara:

RE: Proposed Changes to the Cannabis Act (Bill C-45)

At its meeting of December 11th, 2017, Amherstburg Town Council passed the following motion:

Resolution # 20171211-1001 - That the correspondence from the Windsor-Essex County Board of Health regarding proposed changes to the Cannabis Act (Bill C-45) BE SUPPORTED and that a letter BE SENT to all municipalities and AMO.

Best Regards,

Tammy Fowkes
Deputy Clerk

cc: Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Windsor-Essex County Board of Health Resolution

November 27, 2017

The Honourable Dr. Eric Hoskins
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, ON M7A 2C4
ccu.moh@ontario.ca

Dear Minister Hoskins

Proposed Changes to the Cannabis Act (Bill C-45)

The Board of Health of the Windsor-Essex County Health Unit would like to commend the Ministry of Health and Long-Term Care, Ministry of the Attorney General's office, and the Ministry of Finance for the proposed changes to the *Cannabis Act (Bill C-45)*. The increase in minimum age of consumers, restriction of cannabis to youth under the age of 19, the government-run LCBO model for retail outlets and plans to regulate the location of cannabis retail outlets through zoning and licensing, will help to mitigate the unintended consequences of legalization to vulnerable populations.

Consuming cannabis, especially on a regular basis, is associated with many adverse health outcomes. Chronic diseases related to the carcinogens, toxins, and irritants similar to those found in tobacco smoke are also associated with cannabis use (SHAF, 2016). The effects of cannabis are particularly detrimental to adolescents and youth under the age of 25, as the developing brain is likely to be affected. In addition, individuals with mental illness are seven times more likely to use cannabis weekly, and are ten times more likely to have a cannabis use disorder (CAMH, 2013). Cannabis use can also make mental illness worse.

Another public health concern related to cannabis legalization is drug-impaired driving. The effects associated with cannabis use, such as slowed reaction time, the impacts on decision-making and divided attention, makes driving extremely dangerous after cannabis use. Cannabinoids are, in fact, among the most common psychoactive substances found in deceased and injured drivers in Canada (Wettlaufer et al., 2017).

On October 19, 2017, the Board of Health of the Windsor-Essex County Health Unit passed a Resolution with regard to the licensing, planning, and zoning regulations of cannabis retail outlets and the coordinated efforts of Windsor-Essex municipalities in preventing the harms associated with cannabis use, as outlined below:

Whereas the federal government has announced its intention to legalize recreational cannabis through the passing of the *Cannabis Act* prior to July 1st, 2018, and

Whereas cannabis smoke contains many of the same carcinogens, toxins, and irritants found in tobacco smoke with the added psychoactive properties of cannabinoids like THC, and

Whereas increased access to cannabis will result in increased risk for chronic disease, mental illness and injury, and

Whereas municipalities have control over the density and location of retail outlets through zoning, planning, and licensing regulations,

Now Therefore it be Resolved that the Windsor-Essex County Board of Health for the Windsor-Essex County Health Unit encourages all Windsor-Essex municipalities to develop strict licensing, planning, and zoning regulations related to the location and density of cannabis retail outlets, particularly in areas where vulnerable populations may be unfairly targeted.

Further that staff of the Windsor-Essex County Health Unit work with enforcement agencies and municipalities to provide a public health perspective into decision making related to the enforcement of cannabis smoking in prohibited areas, and

Further that staff of the Windsor-Essex County Health Unit utilize the Lower-risk Cannabis Use Guidelines set out by key national stakeholders, like the Centre for Addictions and Mental Health and the Canadian Public Health Association, in the development of a comprehensive public education and awareness campaign.

The Board of Health at the Windsor-Essex County Health Unit supports the efforts aimed at keeping recreational cannabis out of the hands of children and youth, as well as other vulnerable populations to which harm may result.

Determining the locations of cannabis retail outlets in Windsor-Essex based on licensing, planning, and zoning regulations through a coordinated effort of the municipalities in Windsor-Essex, will help to ensure these populations are better protected from the negative effects of cannabis use. Additionally, in order to ensure local enforcement and health promotion goals can be met, the local Board of Health requires supplementary funding which can be allocated to the training and hiring of enforcement officers, health promotion staff, and administrative supports.

[Resolution - Cannabis - October 2017 - AODA.pdf](#)

Sincerely,



Gary McNamara
Chair, Windsor-Essex County Board of Health

c: Windsor-Essex County Board of Health
Ms. Monika Turner, Director of Policy, AMO
Dr. Peter Donnelly, President and CEO, Public Health Ontario
Hon. Dipika Damerla, Associate Minister of Health and Long-Term Care
Association of Local Public Health Agencies

Local MPP's / City of Windsor – City Clerk / County of Essex – Municipal Clerks
Dr. David Mowat, Interim Chief Medical Officer of Health
Ms. Sue Makin, President, the Ontario Public Health Association
Mr. Gordon Fleming, Manager of Public Health Issues, alPHA
Ontario Boards of Health

References:

Centre for Addiction and Mental Health. CAMH study shows mental illness associated with heavy cannabis use. [Report online]. April 2013. [Last accessed 2017 Nov 6]. Available from:

http://www.camh.ca/en/hospital/about_camh/newsroom/news_releases_media_advisories_and_backgrounders/current_year/Pages/CAMH-study-shows-mental-illness-associated-with-heavy-cannabis-use.aspx

Smoking and Health Action Foundation. Secondhand Marijuana Smoke: Health effects of exposure. [Report online]. September 2016 [Last accessed 2017 Jul 18]. Available from: http://smokefreehousingon.ca/wp-content/uploads/2015/11/health_effects_of_exposure_secondhand_mj_smoke_2016-finals.pdf

Wettlaufer A, Florica R O, Asbridge M, Beirness D, Brubacher J, Callaghan R, Fischer B, Gmel G, Imtiaz S. Estimating the harms and costs of cannabis-attributable collisions in the Canadian provinces. *Drug and Alcohol Dependence* [serial online]. 1 April 2017; 173:185-190 [Last accessed 2017/06/19]. Available from: <http://www.sciencedirect.com/science/article/pii/S0376871617300686>



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

January 16, 2018

All Ontario Municipalities

VIA EMAIL

To Whom It May Concern:

**RE: ALLOCATE INFRASTRUCTURE FUNDING DEDICATED TO
MUNICIPALITIES FOR STORM WATER MANAGEMENT AND
DRAINAGE IMPROVEMENTS**

At their meeting of November 7, 2017 the Council of the Town of Lakeshore duly passed the following resolution.

Councillor Wilder moved and Deputy Mayor Fazio seconded:

WHEREAS weather patterns seem to have changed, in that excessive and prolonged precipitation is now becoming more frequent and regular;

WHEREAS there is an increased chance of flooding, as result of excessive and prolonged precipitation;

WHEREAS municipalities are now faced with the reality that significant storm water management and drainage infrastructure improvements are required to mitigate against flooding, which will come at a significant cost;

WHEREAS it is not feasible for municipalities to pass along the costs of all storm water management and drainage improvements onto property owners through property tax increases or drainage assessments;

WHEREAS municipalities are almost entirely reliant upon property taxes for their funding needs; and

WHEREAS the Government of Canada and the Government of Ontario have recognized the need for infrastructure investments and have promised funding for these investments.

NOW THEREFORE BE IT RESOLVED that the Government of Canada and the Government of Ontario be urged to immediately allocate infrastructure funding dedicated to municipalities for storm water management and drainage improvements;

BE IT FURTHER RESOLVED that the Government of Canada and the Government of Ontario prioritize funding allocations according to the recent propensity of specific regions to flood, with a specific focus on regions that have flooded multiple times, within a 1 year period;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Right Honourable Justin Trudeau, Prime Minister of Canada, Mr. Andrew Scheer, Leader of the Conservative Party of Canada, Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada, Ms. Elizabeth May, Leader of the Green Party of Canada, all Members of Parliament, the Honourable Kathleen Wynne, Premier of Ontario, Mr. Patrick Brown, Leader of the Progressive Conservative Party of Ontario, Ms. Andrea Horwath, Leader of the New Democratic Party of Ontario, and all Members of Provincial Parliament in Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Mary Masse
Clerk

/km

cc: Right Honourable Justin Trudeau, Prime Minister of Canada
cc: Honourable Kathleen Wynne, Premier
cc: Mr. Andrew Scheer, Leader of the Conservative Party of Canada
cc: Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada
cc: Ms. Elizabeth May, Leader of the Green Party of Canada
cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
cc: Hon. Andrea Horwath, Leader of New Democratic Party
cc: Members of Provincial Parliament in Ontario
cc: Federation of Canadian Municipalities (FCM)
cc: Association of Municipalities of Ontario (AMO)
cc: Via Email - All Ontario Municipalities



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

January 22, 2018

Honourable Kathleen Wynne, Premier
Legislative Building, Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne:

RE: POPULATION GROWTH PROJECTIONS

At their meeting of January 16, 2018 the Council of the Town of Lakeshore duly passed the following resolution.

576-01-2018

Councillor Wilder moved and Deputy Mayor Fazio seconded:

That:

WHEREAS municipalities are required to create and implement master plans and asset management plans, as part of prudent financial planning;

WHEREAS population growth projections and estimates are a key foundational component, relied upon in creating master plans and asset management plans, as part of prudent financial planning;

WHEREAS population growth projections and estimates are simply estimates of future events, often several years into the future, and are highly susceptible to ultimately being inaccurate, due to changes in circumstances, such as economic conditions and housing patterns;

WHEREAS both upper-tier municipalities and lower-tier municipalities often prepare their own growth projections and estimates, which can result in a significant discrepancy between their respective, anticipated population numbers in future years;

WHEREAS lower-tier municipalities are essentially forced to accept and rely upon upper-tier municipalities growth projections and estimates, regardless of whether those projections and estimates reflect reality; and

WHEREAS inaccurate growth projections and estimates, negatively impacts municipal financial planning, resulting in significant financial difficulties for municipalities.

NOW THEREFORE BE IT RESOLVED that the Government of Ontario be urged to grant more autonomy to lower-tier municipalities, to adopt and rely upon their own growth projections and estimates, especially for financial planning purposes;

BE IT FURTHER RESOLVED that the Government of Ontario be urged to create a mechanism, whereby lower-tier municipalities can more easily dispute growth projections and estimates of upper-tier municipalities;

BE IT FURTHER RESOLVED that the Government of Ontario be urged to require upper-tier municipalities to update growth projections and estimates, when reality indicates that the previous projections and estimates are inaccurate and unreliable;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Patrick Brown, Leader of the Progressive Conservative Party, the Honourable Andrea Horwath, Leader of the New Democratic Party, and all MPPs in the Province of Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Mary Masse
Clerk

/cl

cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
cc: Hon. Andrea Horwath, Leader of New Democratic Party
cc: Members of Provincial Parliament in Ontario
cc: Association of Municipalities Ontario (AMO)
cc: Via Email - All Ontario Municipalities



TOWN OF LAKESHORE

January 22, 2018

419 Notre Dame St.
Belle River, ON N0R 1A0

Right Honourable Justin Trudeau,
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

RE: MARIJUANA TAX REVENUE

At their meeting of January 16, 2018 the Council of the Town of Lakeshore duly passed the following resolution.

577-01-2018 Councillor Wilder moved and Councillor McKinlay seconded:

It is recommended that:

WHEREAS marijuana will soon be available for purchase through retail outlets in Canada;

WHEREAS the sale of marijuana will generate new tax revenues;

WHEREAS the Government of Canada and the Government of Ontario have been actively discussing how to distribute the new tax revenues generated by the sale of marijuana;

WHEREAS the Government of Canada and the Government of Ontario have thus far not agreed to distribute any of the new tax revenues generated by the sale of marijuana to municipalities directly;

WHEREAS municipalities are responsible for critical infrastructure projects, such as roads, bridges, water treatment and delivery of potable water;

WHEREAS municipalities face a significant challenge in funding critical infrastructure projects and have limited options for increasing revenues, aside from raising property taxes, which negatively impacts all taxpayers; and

WHEREAS the new tax revenues generated from the sale of marijuana, could be used to help offset infrastructure costs for municipalities.

NOW THEREFORE BE IT RESOLVED that the Government of Canada and the Government of Ontario be urged to allocate a proportionate share of the new tax revenues generated from the sale of marijuana, to municipalities directly;

BE IT FURTHER RESOLVED that the Government of Canada and the Government of Ontario be urged to create a fund, similar to the Gas Tax Fund and the Clean Water and Wastewater Fund, from the new tax revenues generated by the sale of marijuana, to provide funding to municipalities for infrastructure projects;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Right Honourable Justin Trudeau, Prime Minister of Canada, Mr. Andrew Scheer, Leader of the Conservative Party of Canada, Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada, Ms. Elizabeth May, Leader of the Green Party of Canada, all Members of Parliament, the Honourable Kathleen Wynne, Premier of Ontario, Mr. Patrick Brown, Leader of the Progressive Conservative Party of Ontario, Ms. Andrea Horwath, Leader of the New Democratic Party of Ontario, and all Members of Provincial Parliament in Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their consideration.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Mary Masse
Clerk

/cl

cc: Honourable Kathleen Wynne, Premier of Ontario
cc: Mr. Andrew Scheer, Leader of the Conservative Party of Canada
cc: Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada
cc: Ms. Elizabeth May, Leader of the Green Party of Canada
cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
cc: Hon. Andrea Horwath, Leader of New Democratic Party
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13300 Tecumseh Rd East, Suite 618
Tecumseh, ON N8N 4R8
Toll-free: 1-888-667-4041
Phone: 647-930-9484
Fax: 1-888-909-6785
Email: nick@omfpoamagazine.com
Web: www.omfpoa.com

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Chatham-Kent Region, Fire Departments,
Fire Prevention Divisions *proud hosts of the*

OMFPOA 62ND ANNUAL TRAINING & EDUCATIONAL SYMPOSIUM

PRESIDENT:

JOHN LEE

Windsor Fire Rescue Service
815 Goyeau Street
Windsor, ON N9A 1H7
jlee@citywindsor.ca

SECRETARY:

JASON SUCHIU

Lakeshore Fire Department
592 St Charles Street
Belle River, ON N0R 1A0
jsuchiu@lakeshore.ca

The OMFPOA Chapter 8 Windsor, Essex County Chatham-Kent Region Fire Prevention Division is honoured to host the 2018 Ontario Municipal Fire Prevention Officers Association Symposium. The OMFPOA is proud to be running this annual education event for the sixty-second time.

On June 10 to June 14 2018, this event will be held at the Caesar's Windsor in Windsor, bringing together fire prevention officers from across Ontario for four days of seminars, resolutions, education and debates on major topics concerning the interests of fire prevention, and consequently, the protection and safety of all the citizens of Ontario.

This important provincial symposium is hosted by different Ontario Fire Departments annually, and the OMFPOA Chapter 8 Windsor, Essex County, Chatham-Kent Region is looking forward to hosting this year's event.

In order to host a successful symposium, we are asking our business friends in the province of Ontario for their support, with an advertisement or sponsorship in our conference book. This informational book will be distributed to all of the many delegates, politicians and other guests who will attend our convention.

Any support to aid in hosting this year's symposium, which concerns the safety of the citizens of Ontario, would be greatly appreciated.

Thank you for your consideration.

Regards,

2018 HOST COMMITTEE

OMFPOA Chapter 8 Windsor, Essex County, Chatham-Kent Region

Fire Prevention Saves Lives
Thank you for your support!



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nick@omfpoamagazine.com
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THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 1-2018

Being a by-law for the imposition of development charges

WHEREAS the Town of Kingsville will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the Town of Kingsville;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the Town of Kingsville or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the Development Charges Act, 1997 (the “Act”) provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services;

AND WHEREAS a development charge background study and addendum has been completed in accordance with the Act;

AND WHEREAS the Council of The Corporation of the Town of Kingsville has given notice of and held a public meeting on the 11th day of December, 2017 in accordance with the Act and the regulations thereto;

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

1. INTERPRETATION

1.1 In this By-law the following items shall have the corresponding meanings:

“accessory” means a building that is normally incidental, subordinate and exclusively devoted to a main building that is located on the same lot therewith and includes a private garage that is not attached to the main building in any way and does not include a fence or a sign.

“Act” means the Development Charges Act, as amended, or any successor thereof;

“agreement” shall mean a contract between the municipality and an owner of land and any amendment thereto;

“apartment unit” means any residential unit within a building containing more than four dwelling units where the units are connected by an interior corridor;

“bedroom” means a habitable room which can be used as sleeping quarters, but does not include a bathroom, living room, dining room or kitchen;

“board of education” has the same meaning as set out in the Education Act, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

"Bona Fide Farm" means the cultivation of land, the production of crops and the selling of such product on the premises, and the breeding and care of livestock and the selling of such livestock or the product of such livestock raised on the premises, and without limiting the generality of the foregoing includes aviaries, apiaries, fish farming, animal husbandry, and the raising and harvesting of field, bush, or tree crops, market gardening, and nurseries. However, “bona fide farm” does not include facilities for the permanent or temporary housing of persons employed on the lot;

“Bona fide farm building” means that part of a bona fide farm operation encompassing barns, silos, and other ancillary development to an agricultural use, but excluding residential and commercial use, a bunk house and greenhouse non-growing area;

“Building Code Act” means the Building Code Act, S.O. 1992, as amended, or any successor thereof;

“bunk house” means a building accessory to a permitted agricultural use containing kitchen and bathroom facilities and sleeping accommodation in individual or combination rooms for workers directly employed by the permitted use;

“capital cost” means costs incurred or proposed to be incurred by the municipality, or a local board thereof, directly or under an agreement, required for the provision of services designated in this By-law within or outside of the municipality;

- (a) to acquire land or an interest in land, including a leasehold interest,
- (b) to improve land,
- (c) to acquire, lease, construct or improve buildings and structures,
- (d) to acquire, construct or improve facilities including,
 - (i) furniture and equipment other than computer equipment, and

(ii) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1990, Chap. P.44, as amended, or any successor thereof; and

(iii) rolling stock with an estimated useful life of seven years or more, and

(e) to undertake studies in connection with any matter under the Act and any of the matters in clauses (a) to (d) above, including the development charge background study required for the provision of services designated in this By-law within or outside the municipality, including interest on borrowing for those expenditures under clauses (a) to (e) above that are growth-related;

“commercial” means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the Corporation of the Town of Kingsville;

“development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that the effect of increasing the size of usability thereof, and includes redevelopment;

“development charge” means a charge imposed with respect to this By-law;

“dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“Engineering Services” means water supply services, sanitary sewer services, storm drainage and treatment services, transportation services and electrical power or energy services;

“Existing” means the number, use and size that existed as of the date this by-law was passed;

“greenhouse” means a building or structure, enclosed by glass or plastic used for the commercial growing of fruits, vegetables, shrubs, trees, flowers or plants.

“greenhouse growing area” means a structure, or portion of a structure, that is used exclusively for the growing of fruits, vegetables, shrubs, trees, plants or flowers.

“greenhouse non-growing area” means a structure, or portion of a structure, that is used for all activities excluding those areas designated for the growing of fruits, vegetables, shrubs, trees, plants or flowers. The non-growing area includes, but is not limited to, areas for storage, shipping, receiving, packing and offices.

“gross floor area” means:

- (a) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and
- (b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:
 - (i) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;
 - (ii) loading facilities above or below grade; and
 - (iii) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“Institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the Town of Kingsville or any part or parts thereof;

“local services” means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

“mixed use building” means a building that is used and/or designated to be used for both residential and non-residential purposes;

“multiple dwellings” means all dwellings other than single-detached, semi-detached and apartment unit dwellings;

“municipality” means the Corporation of the Town of Kingsville;

“net capital cost” shall mean the capital cost, less capital grants, subsidies and other contributions made to the municipality or that the Council anticipates will be made, including conveyances or payments under Sections 42, 51 and 53 of the Planning Act, in respect of the capital cost;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

“Official Plan” means the Official Plan adopted for the Town, as amended and approved;

“Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed’

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the *Assessment Act*, R.S.O. 1990, C.A. 31, as amended, or any successor legislation thereof;

“Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“Residential Dwelling” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

“residential use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This also includes a Dwelling Unit on land that is used for an Agricultural Use;

“row dwelling” means a building containing three or more attached dwelling units in a single row, each of which dwelling units has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

“semi-detached dwelling” means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;

“service” means a service designed in Schedule “A” to this By-law, and “services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the municipality relative to the provision of municipal services to specified land within the municipality;

“single detached dwelling unit” means a residential building consisting of one dwelling unit and not attached to another structure;

“Town” means the area within the geographic limits of the Town of Kingsville;

“wind turbine” means a part of a system that converts energy into electricity, and consists of a wind turbine, a tower and associated control or conversion electronics. A wind turbine and energy system may be connected to the electricity grid in circuits at a substation to provide electricity off-site for sale to an electrical utility or other intermediary; and

“Zoning By-Law” means the Zoning By-Law of the Town of Kingsville, or any successor thereof passed pursuant to Section 34 of the Planning Act, S.O. 1998.

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this By-law are as follows:

- (a) Services Related to a Highway;
- (b) Municipal Parking Spaces;
- (c) Fire Protection Services;
- (d) Police Services;
- (e) Indoor & Outdoor Recreation Services;
- (f) Library Services;
- (g) Administration (studies);
- (h) Non-Administration Facilities;
- (i) Storm Water Drainage and Control Services;
- (j) Wastewater Services
- (k) Water Services

2.2 The components of the services designated in section 2.1 are described in Schedule A.

3. APPLICATION OF BY-LAW RULES

3.1 Development charges shall be payable in the amounts set out in this By-law where:

- (a) the lands are located in the area described in section 3.2; and
- (b) the development of the lands requires any of the approvals set out in subsection 3.4(a).

Area to Which By-law Applies

3.2 Subject to section 3.3, this By-law applies to all lands in the Town of Kingsville whether or not the land or use thereof is exempt from taxation under s. 13 or the Assessment Act.

- (a) development charges for water services are applicable in areas serviced by municipal water;
- (b) development charges for wastewater services are applicable in areas serviced by municipal wastewater;
- (c) development charges for stormwater services are applicable in areas serviced by municipal stormwater; and
- (d) development charges for all other services are applicable in all areas of the Town.

3.3. Notwithstanding clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:

- (a) the municipality or a local board thereof;
- (b) a board of education;
- (c) the Corporation of the County of Essex or a local board thereof;
- (d) a place of worship; or
- (e) a bona fide farm building.

Approvals for Development

3.4 (a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:

- (i) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the Planning Act;
 - (ii) the approval of a minor variance under section 45 of the Planning Act;
 - (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;
 - (iv) the approval of a plan of subdivision under section 51 of the Planning Act;
 - (v) a consent under section 53 of the Planning Act;
 - (vi) the approval of a description under section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (vii) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (b) No more than one development charge for each service designated in subsection 2.1 shall be imposed upon any lands, buildings or structures to which this By-law applies even though two or more of the actions described in subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- (c) Despite subsection 3.4(b), if two or more of the actions described in subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

- (a) an enlargement to an existing dwelling unit;
- (b) one or two additional dwelling units in an existing single detached dwelling; or
- (c) one additional dwelling unit in any other existing residential building;
- (d) the growing area of a greenhouse

3.6 Notwithstanding section 3.5(b), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.

3.7 Notwithstanding section 3.5 (a), (b) and (c), development charges shall be imposed if the additional unit has a gross floor area greater than

- i. in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
- ii. in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.

3.8 Exemption for Industrial Development:

3.8.1 Notwithstanding any other provision of this by-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.

3.8.2 If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

- 1) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
- 2) divide the amount determined under subsection 1) by the amount of the enlargement

3.9 For the purpose of section 3.8 herein, “existing industrial building” is used as defined in the Regulation made pursuant to the Act.

Amount of Charges

Residential

3.10 The development charges set out in Schedule B shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential uses in the mixed use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

3.11 The development charges set out in Schedule B for bunk houses shall be imposed subject to section 3.10 on a per capita basis, per building, and up to a maximum of 10 persons per building.

Non-Residential

3.12 The development charges described in Schedule B to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use for all uses except wind turbines. Development charges described in Schedule B to this by-law shall be imposed on Wind turbines on a per unit basis.

Reduction of Development Charges for Redevelopment

3.13 Despite any other provisions of this By-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 5 years prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

(a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under subsection 3.10 and 3.11 by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and

(b) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.12, by the gross floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time of Payment of Development Charges

3.14 Development charges imposed under this By-law are calculated, payable, and collected upon issuance of a building permit for the development.

3.15 Despite section 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.

4. PAYMENT BY SERVICES

4.1 Despite the payment required under subsections 3.11 and 3.12, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this By-law.

5. INDEXING

5.1 Development charges imposed pursuant to this By-law shall be adjusted annually, without amendment to this By-law, commencing on January 1, 2019 and annually thereafter, in accordance with the prescribed index in the Act.

6. SCHEDULES

6.1 The following schedules shall form part of this By-law:

Schedule A - Components of Services Designated in section 2.1

Schedule B - Residential and Non-Residential Development Charges

7. CONFLICTS

7.1 Where the Town and an owner or former owner have entered into an agreement with respect to land within the area to which this By-law applies, and a conflict exists between the provisions of this By-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.

7.2 Notwithstanding section 7.1, where a development which is the subject of an agreement to which section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4(a), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this By-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

8.1 If, for any reason, any provision of this By-law is held to be invalid, it is hereby declared to be the intention of Council that all the remainder of this By-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

9.1 This By-law shall come into effect at 12:01 AM on January 30, 2018.

10. DATE BY-LAW EXPIRES

10.1 This By-law will expire at 11:59 PM on January 29, 2023 unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAWS REPEALED

11.1 By-law Numbers 12-2013, 27-2013, and 53-2015 are hereby repealed as of the date and time of this By-law coming into effect.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 29th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

SCHEDULE "A" TO BY-LAW
COMPONENTS OF SERVICES DESIGNATED IN SUBSECTION 2.1

100% Eligible Services

Storm Water Drainage and Control Services

Wastewater Services

Water Services

Services Related to a Highway

Roads, Bridges and Culverts

Traffic Signals

Sidewalks

Streetlights

Public Works Facilities

Public Works Fleet

Police Services

Police Stations

Police Small Equipment and Gear

Fire Protection

Fire stations

Fire pumps, aerials, tankers and rescue vehicles

Fire Small equipment and gear

90% Eligible Services

Municipal Parking Spaces

Indoor and Outdoor Recreation Services

Parkland development, Amenities, and Trails

Recreation Facilities

Vehicles and Equipment

Library Services

Public Library Space

Administration

Growth Related Studies

Non-Administration Facilities

Schedule “B”
By-law No. 1-2018
Schedule of Development Charges

	Effective Jan 30, 2018**	Effective March 1, 2018	Effective Jan 1, 2019*	Effective Jan 1, 2020*	Effective Jan 1, 2021*	Effective Jan 1, 2022*
TOWN WIDE (No access to Municipal Water, Wastewater or Stormwater services)						
Residential						
Single and Semi-Detached Dwelling	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569
Apartments - 2 Bedrooms + (per unit)	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391	\$ 4,391
Other Multiples (per unit)	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116
Bunk Houses (per capita - max. 10x)	\$ -	\$ 499	\$ 998	\$ 1,497	\$ 1,996	\$ 2,495
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.37	\$ 0.42	\$ 0.47	\$ 0.52	\$ 0.57	\$ 0.59
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545
TOWN WIDE (with access to Municipal Water only)						
Residential						
Single and Semi-Detached Dwelling	\$ 8,246	\$ 8,795	\$ 9,344	\$ 9,893	\$ 10,442	\$ 10,991
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 3,752	\$ 4,060	\$ 4,368	\$ 4,676	\$ 4,984	\$ 5,293
Apartments - 2 Bedrooms + (per unit)	\$ 4,844	\$ 5,178	\$ 5,512	\$ 5,846	\$ 6,180	\$ 6,512
Other Multiples (per unit)	\$ 6,018	\$ 6,333	\$ 6,648	\$ 6,963	\$ 7,278	\$ 7,587
Bunk Houses (per capita - max. 10x)	\$ -	\$ 740	\$ 1,480	\$ 2,220	\$ 2,960	\$ 3,700
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.37	\$ 0.51	\$ 0.65	\$ 0.79	\$ 0.93	\$ 1.09
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545
URBAN (access to Municipal Water, Wastewater and Stormwater services)						
Residential						
Single and Semi-Detached Dwelling	\$ 8,943	\$ 9,801	\$ 10,659	\$ 11,517	\$ 12,375	\$ 13,234
Apartments - Bachelor and 1 Bedroom (per unit)	\$ 4,069	\$ 4,530	\$ 4,991	\$ 5,452	\$ 5,913	\$ 6,373
Apartments - 2 Bedrooms + (per unit)	\$ 5,253	\$ 5,771	\$ 6,289	\$ 6,807	\$ 7,325	\$ 7,841
Other Multiples (per unit)	\$ 6,526	\$ 7,048	\$ 7,570	\$ 8,092	\$ 8,614	\$ 9,136
Bunk Houses (per capita - max. 10x)	\$ -	\$ 891	\$ 1,782	\$ 2,673	\$ 3,564	\$ 4,456
Non Residential						
Gross Floor Area (per sq ft)	\$ 0.71	\$ 1.03	\$ 1.35	\$ 1.67	\$ 1.99	\$ 2.33
Greenhouses - Non-growing Area (per sq ft)	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.54
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545

* Subject to annual indexation in accordance with the bylaw

** Rates effective from Jan 30 - March 1st, 2018 reflect the lesser of: existing 2017 rates and 2018 phased-in rates

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 6 - 2018

Being a By-law to amend By-law 21-2005 as amended, being a By-law to Regulate Traffic and Parking on Highways within the Town of Kingsville

WHEREAS By-law 21-2005, as amended, is a by-law to regulate traffic and parking on highways within the Town of Kingsville;

AND WHEREAS pursuant to Section 27 of the *Municipal Act, 2001*, SO. 2001, c. 25, (the “*Act*”) as amended, by-laws may be passed by Councils of Municipalities to regulate traffic and parking in respect to highways within their jurisdiction;

AND WHEREAS pursuant to the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, By-laws may be passed by Councils of municipalities regulating traffic on highways that are not inconsistent with the Highway Traffic Act;

AND WHEREAS By-law 21-2005, as amended, contains consecutively numbered Schedules forming part of it;

AND WHEREAS it is necessary from time to time to amend By-law 21-2005, as amended, including the Schedules thereto.

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

1. **THAT** Schedule 3 ‘**NO PARKING**’ to By-law 21-2005, as amended, is hereby amended by adding the following:

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>FROM, TO</u>	<u>COLUMN 4</u> <u>PROHIBITED TIME OF DAY</u>
90. Kratz Sideroad	West Side adjacent to soccer fields	Road 2 E. to approx. 275 m South of Road 2 E.	Anytime
91. Jan’s Cres.	East Side and/or in the cul-de-sac including the centre island		Anytime
92. Pulford St.	North Side	Division St. N. to Spruce St. N.	Anytime

2. 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
29th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 11-2018

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

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

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

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

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

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

7.1.61 'AGRICULTURE ZONE 1 EXCEPTION 61 (A1-61)'

a) Permitted Uses

Those uses permitted under Section 7.1

b) Permitted Buildings and Structures

Those buildings and structures permitted under Section 7.1
Buildings and structures accessory to the permitted uses

c) Zone Provisions

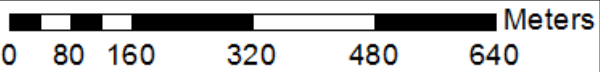
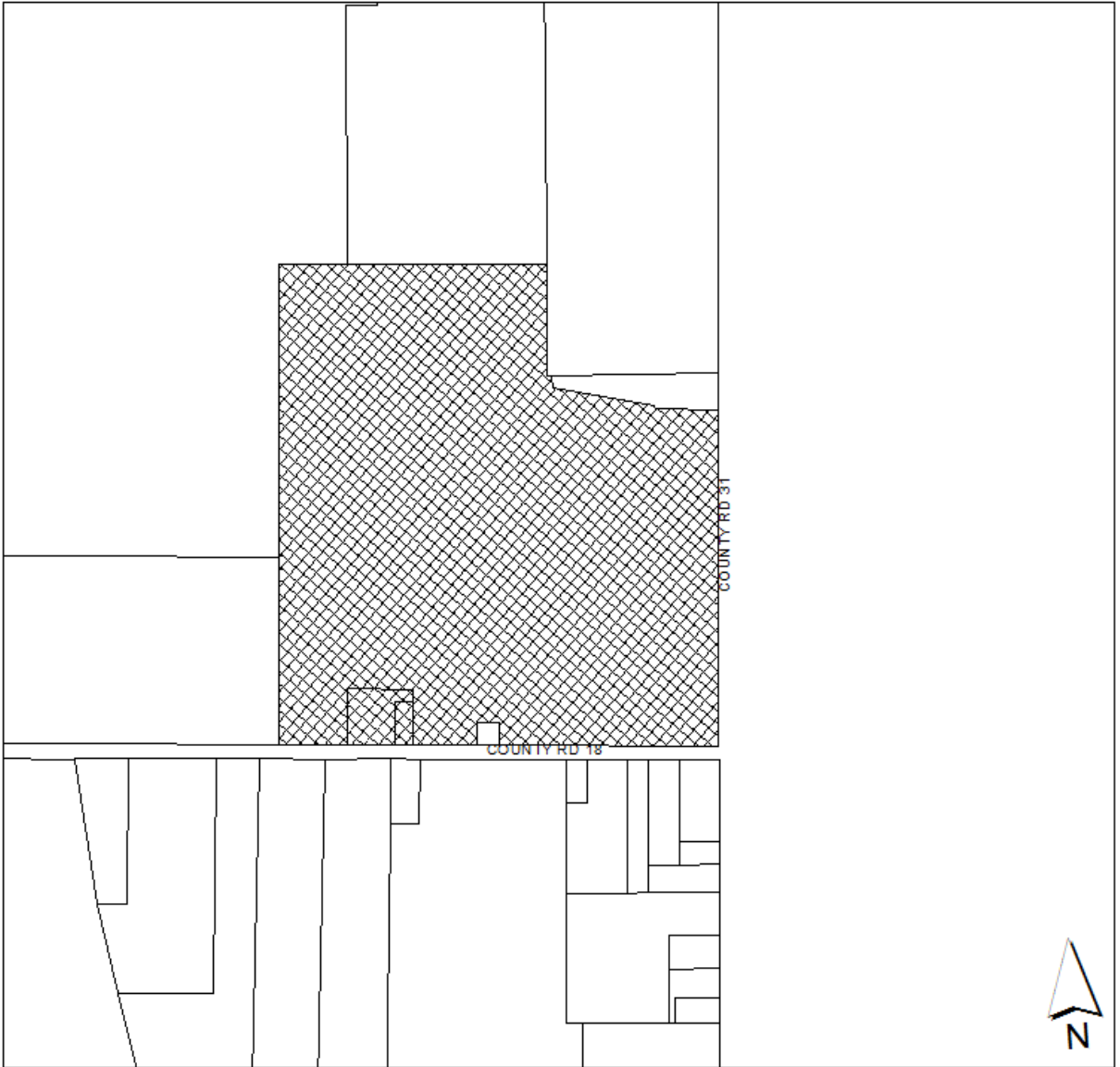
Notwithstanding any other provision of By-law 1-2014, as amended, to the contrary, the lands zoned A1-61 shall be deemed to be a single existing lot or parcel of land for zoning purposes.

2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 24, Concession 4 (former Gosfield South), and locally known as 2100 Road 4 East (County Road 18) as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 61 (A1-61)'.
3. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
8th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

Schedule A



2100 ROAD 4 EAST
PART OF LOT 24, CONCESSION 4 (former Gosfield South)
ZBA/22/17



Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of parcel known municipally as 2100 Road 4 East, Part of Lot 24, Concession 4, and further identified on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture Zone 1 Exception 61 (A1-61).

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 12-2018

Being a By-law to provide for an Interim Tax Levy and to provide for the Payment of Taxes

WHEREAS Section 317 (1) of the *Municipal Act*, S.O. 2001, c. 25 provides that the Council of a local municipality may, in 2018 before the adoption of the estimates for the year under Section 290, pass a By-law levying amounts on the assessment or part thereof for real property according to the last revised assessment roll, a sum of fifty per cent (50%) of the total amount of 2017 taxes for municipal and school purposes levied on the property.

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

1. (A) An interim tax levy on all assessment classes be imposed and levied on the whole of the assessment classes for real property and at the rates so indicated on Schedule "A" to this By-law.

(B) That the said tax rates shall be levied on assessment added, after this By-law is passed, to the collector's roll for this year that was not on the assessment roll for the previous year.
2. Payment of taxes under this By-law shall be payable in two installments, which shall be due and payable on **February 28, 2018** and **May 31, 2018**.
3. That all taxes levied respectively as aforesaid and other rates payable as taxes, shall be payable into the hands of the Treasurer and/or Tax Collector in accordance with the provisions of this By-law.
4. (A) That there shall be imposed an additional percentage charge for non-payment of taxes of one and one-quarter percent (1.25%) on the first day of the default and on the first day of each calendar month thereafter in which default continues. No discount shall be allowed for pre-payment.

(B) On all other taxes in default on January 1, 2018 interest shall be added at the rate of one and one-quarter percent (1.25%) per month and all By-laws and parts of By-laws inconsistent with this policy are hereby rescinded.

(C) That failure to receive a tax notice does not exempt the property owner from penalty and late payment charges as outlined in clauses 4 (A) and 4 (B) of this By-law.
5. That the Treasurer and/or Tax Collector, no later than twenty one (21) days prior to the date the first installment is due, may mail or cause to be mailed to the address of the residence or place of business of each person taxed as aforesaid, a notice specifying the amount of taxes payable by such person or corporation.
6. That the Treasurer and/or Tax Collector shall hereby be authorized to administer a pre-authorized payment plan for the Town of Kingsville and accept four (4) quarterly due date or twelve (12) monthly payments on account of taxes due.
7. That nothing herein contained shall prevent the Treasurer and/or Tax Collector from proceeding at any time with the collection of any rate, tax or assessment, or any part thereof, in accordance with the provisions of the statutes and By-laws governing the collection of taxes.

8. Taxes shall be payable to The Corporation of the Town of Kingsville and shall be paid to the Treasurer and/or Tax Collector or paid at any financial institution which is authorized to accept payment under the Canadian Payments Association Regulations.
9. This By-law shall remain in force from year to year until it is repealed and any By-law repealing this By-law shall be effective only at the end of any year.
10. In the event of conflict between the provisions of this By-law and any other By-law, the provisions of this By-law shall prevail.
11. That all By-laws inconsistent with this By-law are hereby repealed.
12. This By-law shall come into force and take effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
29th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule "A"
By-Law 12-2018

2018 Interim Tax Rates

CLASS	DESCRIPTION	MUNICIPAL	COUNTY	EDUCATION	TOTAL INTERIM	LEVY
RT	Residential	0.00321203	0.00228765	0.00087207	0.00637175	11,874,732.63
FT	Farm	0.00078869	0.00056172	0.00021413	0.00156454	970,583.77
R1	Farmland Awaiting Development Phase 1	0.00078869	0.00056172	0.00021413	0.00156454	2,292.63
CT / ST	Commercial Occupied	0.00350220	0.00249432	0.00665563	0.01265216	1,513,170.58
CU	Commercial Excess Land	0.00239400	0.00170504	0.00454960	0.00864864	12,647.88
CX	Commercial Vacant Land	0.00175215	0.00124790	0.00332597	0.00632603	7,616.53
XT / ZT	Commercial Occupied New Construction	0.00350205	0.00249421	0.00559629	0.01159254	376,746.55
XU / ZU	Commercial Excess Land New Construction	0.00237604	0.00169224	0.00379692	0.00786520	2,604.56
MT	Multi-Residential	0.00603350	0.00429714	0.00083773	0.01116838	266,175.29
PT	Pipelines	0.00420310	0.00299350	0.00680077	0.01399738	194,779.45
IT	Industrial Occupied	0.00626119	0.00445930	0.00679561	0.01751610	299,912.21
IU	Industrial Excess Land	0.00404263	0.00287921	0.00438769	0.01130952	7,690.70
IX	Industrial Vacant Land	0.00394158	0.00280724	0.00427801	0.01102683	20,223.79
JT	Industrial Occupied New Construction	0.00598247	0.00426080	0.00532528	0.01556855	160,922.32
JU	Industrial Excess Land New Construction	0.00406731	0.00289679	0.00362051	0.01058461	1,705.71
LT	Large Industrial Occupied	0.00880987	0.00627451	0.00691481	0.02199919	115,466.05
LU	Large Industrial Excess Land	0.00575556	0.00409919	0.00451750	0.01437224	-
KT	Large Industrial New Const	0.00858702	0.00611579	0.00552768	0.02023049	131,345.42
KU	Large Industrial Ex Land New Const	0.00558302	0.00397630	0.00359393	0.01315325	888.50
TT	Managed Forest	0.00079176	0.00056390	0.00021496	0.00157063	1,045.17

15,960,549.75

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 13 - 2018

**Being a by-law to amend By-law 1-2015,
being a By-law to appoint certain members
of Council and individuals to boards and
committees**

WHEREAS the Council of The Corporation of the Town of Kingsville deems it expedient to amend By-law 1-2015, as amended (being a by-law to appoint certain members of Council and individuals to boards and committees) to effect the yearly rotation of two members of Council to the Personnel Committee.

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

1. **THAT** Paragraph 1.o-i) be amended to add the appointments of Councillors Susanne Coghill and John Driedger (effective immediately and to continue until November 30, 2018) as follows:

1.o-i) Personnel Committee (consisting of 4 members of Council, being Mayor, Deputy Mayor and yearly rotation of 2 members of Council)

Mayor Nelson Santos;
Deputy Mayor Gord Queen;
Councillor Susanne Coghill;
Councillor John Driedger

2. **THAT** all other terms set out in said By-law 1-2015, and any amendments thereto, shall remain in full force and effect.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 29th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 14-2018

Being a by-law authorizing the entering into of an agreement with Windsor/Essex County Humane Society (stray cats)

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

WHEREAS the Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into an Agreement with Windsor/Essex County Humane Society with respect to the Society’s intake of stray cats from Town residents.

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

1. **THAT** the Town enters into and executes with Windsor/Essex County Humane Society an Agreement attached hereto as Schedule “A” and forming part of this By-Law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law shall come into force and takes effect on the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 29th DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THIS AGREEMENT made in duplicate this day of 2018

BETWEEN:

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

-and-

WINDSOR/ESSEX COUNTY HUMANE SOCIETY
(Hereinafter referred to as “the Society”)

WITNESSETH:

WHEREAS The Corporation of the Town of Kingsville (the “Town”) recognizes that its citizens deliver stray cats to the Windsor/Essex County Humane Society (the “Society”) for the purpose of disposition;

AND WHEREAS the Society acknowledges receipt of said cats;

AND WHEREAS the Society has agreed to provide the Town with cat intake services from and after the 1st day of January, 2018, up to and including the 31st day of December, 2018 for a fee as is hereinafter provided for;

THEREFORE in consideration of the promises and other good and valuable consideration, the parties hereto mutually covenant, promise and agree as follows:

1. That the sum of TWENTY-FIVE DOLLARS (\$25.00) is the applicable fee to be paid to the Society (Intake Fee) for taking in stray cats from the residents of the Town of Kingsville. The Society understands that no additional fees will be invoiced to the Town from the intake of cats from Town residents; except in the circumstances outlined below in paragraph 6.
2. That the Society shall receive cats from Town residents upon their providing:
 - a. evidence of residing in the Town of Kingsville;
 - b. owner surrendered cats will be accepted from residents of Kingsville for the usual surrender fee, with the entire surrender fee paid by the owner;
 - c. feral cats that the finder has been caring for over a long period of time may be entered as owner surrendered cats, however, the fees charged to the Town will be the same as for stray cats. The Town recognizes that the Society discourages residents from bringing in feral or ear tipped cats, and that such cats may be returned to the area they were found after being altered and vaccinated.
3. That the Society shall maintain a record of all stray cats taken in from Kingsville residents; including the name, address and telephone number of the resident delivering the cat(s). The Society shall provide a monthly report to the Clerk for the Town, containing the foregoing information.
4. That the Town, upon receipt of the monthly report, shall submit to the Society the amount of TWENTY-FIVE DOLLARS (\$25.00) per stray cat, as recorded on the monthly report, and subject to evidence and verification of Town residency.
5. That all cats received from Town residents shall be evaluated in the same manner as is the established practice of the Society. The disposition of cats is to be at the sole and absolute discretion and expense of the Society.
6. In the event that a stray cat received from a Town resident requires quarantining by the Windsor/Essex County Health Unit the cat will be quarantined for a period of ten (10) days at the rate of \$25.00 per day. The quarantine period fee shall be at the expense of the Town. After the quarantine period has passed, the disposition of a quarantined cat shall be at the sole and absolute discretion and expense of the Society.

This agreement shall expire on December 31st, 2018

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per:_____

Town of Kingsville

**WINDSOR-ESSEX COUNTY HUMANE
SOCIETY**

Per:_____

Melanie Coulter
Executive Director
Windsor-Essex County Humane Society

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 16 - 2018

Being a By-law authorizing the entering into of an Animal Control and Pound Services Agreement with The Corporation of the Municipality of Leamington and with Essex County K9 Services

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

AND WHEREAS by By-law 37-2002, as amended, The Corporation of the Town of Kingsville (the “Town”) and The Corporation of the Municipality of Leamington had entered into an agreement to jointly provide for an animal control facility and animal control services within the two municipalities, which agreement took effect on January 1, 2002 and shall continue in force until terminated;

AND WHEREAS Essex County K9 Services has agreed to provide to the Town and The Corporation of the Municipality of Leamington certain animal control services;

AND WHEREAS the Town deems it expedient for the Mayor and Clerk to enter into an Animal Control and Pound Services Agreement with The Corporation of the Municipality of Leamington and with Essex County K9 Services.

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

1. **THAT** the Town enters into and executes with The Corporation of the Municipality of Leamington and with Essex County K9 Services an Animal Control Agreement attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on January 1, 2018.
4. THAT By-laws 38-2002 and Amending By-laws 37-2013, 58-2014 and 39-2015 are hereby repealed.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 29th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

ANIMAL CONTROL AND POUND SERVICES AGREEMENT

THIS AGREEMENT made this 30th day of November, 2017,

BETWEEN:

ESSEX COUNTY K9 SERVICES, (the "Provider")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF LEAMINGTON ("Leamington") and
THE CORPORATION OF THE TOWN OF KINGSVILLE ("Kingsville"),
(jointly referred to as the "Municipality")**

WHEREAS the Provider and the Municipality agree that the Provider shall provide to the Municipality certain animal control services as set out in Schedule "B" of this Agreement.

IN CONSIDERATION of the mutual covenants herein and for such good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Definitions

1. The terms used in this Agreement are defined in Schedule "A" to this Agreement. Where a term is not defined in Schedule "A", the term shall have its ordinary meaning in the context which it is employed in this Agreement.

Term

2. The term of this Agreement shall be three (3) years commencing on the 1st day of January 2018 and ending on the 31st day of December 2020.
3. The Agreement may be terminated in accordance with sections 22 to 24.

Services

4. The Provider agrees to provide to the Municipality animal control and Pound services as described in Schedule "B" to this Agreement (collectively the "Services").
5. The following individuals shall be used by the Provider in the provision of the Services:

Dave Walsh;
Fern Walsh;
Cory McDonnell; and
Talon Walsh.

6. For the purpose of providing the Services, the Provider shall not employ any person not listed in section 5 without the written consent of the Municipality, which consent shall not be unreasonably withheld.
7. In providing the Services, the Provider agrees to meet the following standards of service with the following resources:
 - a) all individuals referred to in section 5 shall be professional in both appearance and conduct, neat and uniformed;
 - b) all vehicles shall be professionally labelled and equipped with emergency lighting;
 - c) all vehicles shall carry computers and GPS units to enable reports to be written immediately after all calls and to allow locations of calls to be found easily and in a timely fashion regardless of time of day;
 - d) all individuals referred to in section 5 shall carry cell phones designated specifically for animal control and answer calls on a 24 hours per day, 365 days per year standard;
 - e) all vehicles shall carry all necessary equipment to enable the Services to be provided in a safe, humane fashion, including, but not limited to, catch poles, slip leads, shovels, garbage bags, gloves and pet carriers;
 - f) a social media page shall be maintained to provide information, including pictures of and general location of dogs picked up, enabling impounded dogs to be reunited with their owners within 24 hours; and
 - g) all individuals referred to in section 5 shall work closely with the OPP, Municipal staff, including Law Enforcement, Fire Services and the Ontario Society for Prevention of Cruelty to Animals and develop a rapport with each agency.

Compensation

8. The Municipality agrees to pay the Provider in consideration for the provision of the Services in accordance with the payment terms as described in Schedule "C" to this Agreement.
9. The Municipality shall not be required and is not liable to make any other payments to the Provider, except those described in Schedule "C" to this Agreement.

Warranties

10. The Provider warrants that:

- a) it has any approval, permit, licence required by any federal, provincial or municipal statute, regulation or by-law, and will comply with same in providing the Services;
- b) it is not disqualified from providing the Services by virtue of any order, regulation or prohibition;
- c) it possesses the requisite authority to enter into this Agreement;
- d) it consents to release of any information that Municipality may be required to release in relation to this Agreement pursuant to the *Municipal Freedom of Information and Protection of Personal Privacy Act* or any order of a court, tribunal or authority of competent jurisdiction;
- e) it has ownership of any information and intellectual property necessary for the provision of the Services and is entitled to disclose same to the Municipality;
- f) it shall maintain the confidentiality of any information provided to it by the Municipality; and
- g) the warranties herein expressed are true and shall remain true throughout the term of this Agreement.

Records and Information

- 11. The Provider agrees to maintain such records as determined by the Municipality to be necessary to ensure the recording of information related to and verifying the performance by the Provider of its obligations under this Agreement and to provide copies of such records to the Municipality upon request.
- 12. The Provider shall provide to the Municipality annual financial statements in a generally accepted accounting format on or before the 31st day of January following each year of this term, and such other records and documents to the permit an audit to be conducted by the Municipality.

Workplace Safety and Insurance

- 13. The Provider shall provide a certificate of good standing from the Workplace Safety and Insurance Board upon execution of this Agreement.

Accessibility for Ontarians with Disabilities Act

- 14. The Provider shall ensure that persons in its organization who are required to receive training as required by the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, as amended, and the associated regulations have received such training or will receive such training prior to the commencement of work under this Agreement. The Municipality may require such persons to successfully complete an assessment of their knowledge of provision of goods

and services to persons with disabilities prior to commencement of work for the Municipality.

Occupational Health and Safety

15. The Provider shall comply with the Municipality's policies regarding human rights, harassment in the workplace and Occupational Health and Safety.

Indemnity

16. The Provider agrees to indemnify and save the Municipality harmless in respect of all charges, costs, expenses and claims whatsoever arising in connection with the provision of Animal Control Services and the activities of the employees and contractors and the operation of vehicles and equipment on behalf of the Provider.

Insurance

17. The Provider shall forthwith furnish to the Municipality a satisfactory Certificate of Insurance containing the information below, for the duration of this Agreement:
 - a) \$5M (per occurrence) general liability insurance, which includes third party bodily injury and property damage; and
 - b) \$2M automobile liability policy.
18. The policies of insurance shall be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Municipality.
19. The Certificate of Insurance shall name Leamington and Kingsville as the additional insured.

Assignment

20. This Agreement or the performance of any obligations hereunder may not be assigned by the Provider without the consent of the Municipality.

Early Termination for Cause

21. If either party fails to discharge any of its obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement.
22. In the event of default or breach of this Agreement, as outlined at section 21, the non-breaching party shall give notice of the default to the breaching party.

23. In the event that the default is not corrected within thirty (30) days of receiving notice from the non-breaching party, the non-breaching party may terminate this Agreement at the end of that thirty (30) day period.
24. In the event of a recurring default, in which notice of the default was issued, and the breaching party does not satisfy the non-breaching party that such defaults will cease to occur, the non-breaching party shall be entitled to terminate this Agreement upon the occurrence of such default and the breaching party shall not be permitted to cure such default.

Notice

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

To: Essex County K9 Services
78 Division Road North, RR #3
Cottam, ON N0R 1B0
Attention: Dave Walsh

To: The Corporation of the Municipality of Leamington
111 Erie Street North
Leamington, ON N8H 2Z9
Attention: Clerk

To: The Corporation of the Town of Kingsville
2001 Division Road North
Kingsville, ON N9Y 2Y9
Attention: Clerk


General Provisions

26. The Provider shall declare any relationship that would result in the disqualification of a member of the Council of the Municipality in accordance with the *Municipal Conflict of Interest Act* or policy of the Municipality.
27. This Agreement contains the entire understanding of the parties with regard to the subject matter contained herein. This Agreement will not be amended, restated, modified or supplemented except in writing executed by an authorized representative of each of the parties hereto.

28. Any term or provision of this Agreement may be waived, or the time of performance may be extended by the party entitled to benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this Agreement if authorized in writing by an authorized representative of such party. The failure of a party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision nor effect the validity of this Agreement or the right of any party thereafter to enforce each and every provision.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
30. Time is of the essence hereof.
31. This Agreement does not and shall not be construed to create or to establish a partnership, agency, joint venture or any other relationship between the parties hereto, nor constitute any party as an agent of the other.
32. Where the Provider is obliged to comply with any requirement in law, the Municipality may require the Provider to deliver proof of such compliance to the Municipality in a form satisfactory to the Municipality.

IN WITNESS WHEREOF, the parties, by their authorized signing officers and without the requirement of witness or seal, have caused this Agreement to be executed the day and year first written above.

ESSEX COUNTY K9 SERVICES

Per: 
Name: David Walsh
Position: Owner

THE CORPORATION OF THE
MUNICIPALITY OF LEAMINGTON

Per: 
Name: John Paterson
Position: Mayor

Per: 
Name: Brenda Percy
Position: Clerk

THE CORPORATION OF THE TOWN OF
KINGSVILLE

Per: 
Name: Nelson Santos
Position: Mayor

Per: 
Name: Jennifer Astrologo
Position: Clerk

SCHEDULE "A"

Throughout this Agreement, the following definitions apply:

- a) "Act" means the *Animals for Research Act, R.S.O. 1990, c. A. 22*, as amended and any Regulations made thereunder;
- b) "College" means St. Clair College of Applied Arts and Technology;
- c) "College Agreement" means the Agreement between the College and the Municipality as may be amended from time to time;
- d) "Committee" means the Joint Animal Control Committee between Leamington and Kingsville;
- e) "Delivery" includes submitting in person, or sending by mail, facsimile or electronic means;
- f) "Fee" means the reclaiming or pound fee as established by the Committee from time to time;
- g) "Highway" means any highway as defined by the *Highway Traffic Act* within the municipal boundaries of Kingsville or Leamington that is under the jurisdiction of Kingsville or Leamington, and does not include those Highways that are within the jurisdiction of the County of Essex;
- h) "Kingsville" means The Corporation of the Town of Kingsville;
- i) "Leamington" means The Corporation of the Municipality of Leamington;
- j) "Municipality" means Kingsville and Leamington, jointly or severally, as the context may determine and "Council" means the Council of each Municipality;
- k) "OPP" means the Ontario Provincial Police;
- l) "Pound" shall have the same meaning as in the Act and more particularly means the facility located at 1931 Road 4 East, Kingsville, Ontario, or any successor facility;
- m) "Redemption Period" shall have the same meaning as in the Act and shall be such time as set out in the Act;
- n) "Resources" means such facilities, vehicles, equipment and any other thing that the Provider intends to and is required to use in the provision of the Services; and
- o) "Wildlife" means racoons, skunks and possums.

SCHEDULE "B"

The Services to be provided are as follows:

- a) operate the Pound in accordance with the Act and to the satisfaction of the Municipality; for clarity, the following costs in connection with the operation of the Pound are to be borne by the Municipality:
 - i) utilities;
 - ii) land-line telephone, if any;
 - iii) capital and other repairs;
 - iv) property insurance;
 - v) maintenance and replacement of Pound equipment;
 - vi) heating and air conditioning; and
 - vii) snow removal.
- b) respond to calls from the Municipality relating to animal control being:
 - i) dog running at large;
 - ii) failure to register dog, however, such calls shall not relate to proactive enforcement which is generally undertaken through a separate contract for service;
 - iii) keeping more dogs than permitted;
 - iv) failure to dispose of dog excrement; and
 - v) keeping an unregistered kennel,within the municipal boundaries of the Municipality;
- c) respond to emergency calls from the OPP and/or the Municipality relating to animal control on a twenty-four (24) hour basis and seven (7) days a week within the municipal boundaries of the Municipality;
- d) seize and impound every dog found to be running at large within the Municipality and deliver such dog to the Pound;
- e) issue certificates of offence under the Provincial Offences Act, R.S.O. 1990, c. P.33 to persons found to be in contravention of the Animal Control By-law of the Municipality;
- f) provide each dog impounded with good and sufficient food, water and shelter in accordance with the provisions of the Act;
- g) confine within a building separated from other dogs any female dog impounded while in estrus;
- h) restore possession of such dog to the owner in the event that the owner; provided that the owner pays the Fee, provides proof of licensing for the dog, and claims and takes possession of the dog within the Redemption Period;

- i) if possession of a dog is not restored to an owner within the Redemption Period offer the dog to the College in accordance with the College Agreement;
- j) euthanize a dog in accordance with section 20(7) of the Act;
- k) comply with the provisions of the College Agreement and be designated as the person at the Pound to deal with representatives of the College in all day-to-day matters arising out of the College Agreement;
- l) live trap Wildlife and, at his or her discretion, release in a suitable location or humanely destroy;
- m) remove and dispose of animals found dead on any Highway;
- n) on a monthly basis, file with the Clerk of The Corporation of the Municipality of Leamington or his or her designate a report setting out the following:
 - i) the number of calls for animal control, the nature of the call, and the location of the call;
 - ii) the number of dogs impounded, the location of each seizure, and the respective period of time of such impound;
 - iii) the number of dogs provided to the College;
 - iv) the number of dogs euthanized and the reason for such euthanasia;
 - v) the number of Wildlife trapped by type, the location of the trap and whether such Wildlife was released or destroyed; and
 - vi) the number of dead animals removed from Highways and the location of the removal;

and remit all Fees collected.

SCHEDULE "C"

The Proponent agrees to provide the Services for the following payment(s) during the Term of the Contract:

Animal Control and Pound Services:

	Price for Animal Control	HST	Price for Pound Services	HST
Year One	\$ 55,000.00	\$ 7150.00	\$ 15,000.00	\$ 1950.00
Year Two	\$ 55,000.00	\$ 7150.00	\$ 15,000.00	\$ 1950.00
Year Three	\$ 55,000.00	\$ 7150.00	\$ 15,000.00	\$ 1950.00
TOTAL	\$ 165,000.00	\$ 21,450.00	\$ 45,000.00	\$ 5850.00

ANIMAL CONTROL AND POUND SERVICES TOTAL FOR TERM INCLUDING HST	\$ 237,300.00
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Wildlife Removal and Dead Animal Removal:

	Wildlife Removal Price Per Call	HST	TOTAL
Year One	\$ 70.00	\$ 9.10	\$ 79.10
Year Two	\$ 70.00	\$ 9.10	\$ 79.10
Year Three	\$ 70.00	\$ 9.10	\$ 79.10

	Dead Animal Removal Price Per Call	HST	TOTAL
Year One	\$ 0.00 (included)	\$ 0.00	\$ 0.00
Year Two	\$ 0.00 (included)	\$ 0.00	\$ 0.00
Year Three	\$ 0.00 (included)	\$ 0.00	\$ 0.00

Proponent's Name: Essex County K9 Services Contact Person: Dave Walsh

Proponent's Mailing Address: 78 Division Rd. N, RR3, Cottam, ON, N0R 1B0

Phone Number: 519-816-7627 Email: animalcontrol@essexcountyk9.ca


Signature

September 19, 2017
Date

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 20-2018

***Being a By-law to appoint by-law enforcement
Officers and municipal law enforcement officers for
Purposes of the Dog Owners' Liability Act***

WHEREAS section 9 of the *Municipal Act, 2001* S.O. 2001 c.25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 15 of the *Police Services Act* R.S.O. 1990, c.P.15 provides that a municipal council may appoint persons to enforce the by-laws of the municipality and that municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws;

AND WHEREAS section 12 of the *Dog Owners' Liability Act* R.S.O. 1990, c. D.16 provides that a municipal law enforcement officer is a peace officer for the purposes of that Act;

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

1. The following persons are appointed as by-law enforcement officers for the purposes of enforcing the provisions of the Town's by-law to provide for the licensing, regulating and registration of dogs, as amended, or such similar by-law as may be in force from time to time all in accordance with an agreement between the Town of Kingsville and Essex County K9 Services dated November 30, 2017, and are appointed as municipal law enforcement officers for the purposes of the *Dog Owners' Liability Act*:

Dave Walsh
Fern Walsh
Cory McDonnell
Talon Walsh

2. That By-law 28-2015 is hereby repealed.
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 29th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 21 - 2018

Being a By-law authorizing the entering into of a Lease Agreement between The Corporation of the Town of Kingsville and The Corporation of the County of Essex for an Emergency Medical Services Station

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 Lease Agreement with The Corporation of the County of Essex.

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

1. **THAT** the Town enters into and executes with The Corporation of the County of Essex a Lease Agreement between The Corporation of the Town of Kingsville and The Corporation of the County of Essex for an Emergency Medical Services Station 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 Lease 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 29th DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

EMERGENCY MEDICAL SERVICES STATION LEASE

In pursuance of the Short Forms of Leases Act, R.S.O. 1990, c. S.11, and dated this day _____ of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called "**the Town**"

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF ESSEX
hereinafter called "**the County**"

OF THE SECOND PART

WHEREAS the Town is the owner of the lands municipally known as 1720 Division Road North, in the Town of Kingsville, together with all buildings and structures erected thereon;

AND WHEREAS the Town has agreed to lease a portion of the fire station located at 1720 Division Road North, in the Town of Kingsville, to the County for use as an emergency medical services station on the terms and conditions hereinafter set out;

IN CONSIDERATION OF the rents, covenants and agreements reserved and contained on the part of the County to be paid, observed and performed, the Town and the County agree one with the other as follows:

1. Premises

(1) The Town doth demise and lease unto the County and the County doth lease and take from the Town, that portion of the fire station located at 1720 Division Road North, Kingsville, containing 1,290 square feet of usable floor area for the purpose operating an emergency medical services station. The leased premises are shown in bold outline on a floor plan sketch of the said fire station attached hereto as Schedule "A".

(2) To have and to hold the demised premises for a term of five (5) years commencing on January 1, 2018 and terminating on December 31 , 2022 subject to the right of termination as set out in clause 5.

2. Rents

(1) Yielding and paying for the each year of the term unto the Town the sum of \$3,100.00 per quarter, payable on March 31, June 30, September 30 and December 15, of each year.

(2) The Town agrees to provide, throughout the term of this Lease, such utilities as the County may reasonably require including water, gas, electric power or energy, steam or hot water; but the Town shall not be liable for the failure to provide such utilities when such failure is beyond the Town's control. The Town acknowledges that the costs of these services shall be included in the rental rate as a set out in clause (1) above.

3. Other Facilities

(1) The Town acknowledges that there is only one washroom and shower facility located within the demised premises. In the event the County deems it necessary or appropriate to provide a second washroom and/or shower facility for its employees, servants or agents, the Town shall permit access for such purposes to a second such facility within the remaining portion of fire station (office entry area access), at no additional cost to the County.

(2) The Town hereby agrees that the training room located in the fire station may be used by the County, its employees, servants and agents, at no additional cost to the County. However, it is understood and agreed by the County that the employees of the fire department of the Town shall have the first right of access to this training room. In the event any difficulties arise in sharing the use of this training room, the Town reserves the right to restrict the use of the room by the County to specifically scheduled times, or to revoke all permission to use the room.

(3) The Town hereby agrees that the training room, kitchen and washroom area located in the north fire station (120 Fox Street) may be used by the County, its employees, servants and agents, at no additional cost to the County for a stand by location for an

Emergency Response Vehicle crew member. However, it is understood and agreed by the County that the employees of the fire department of the Town shall have the first right of access to this training room, kitchen and washroom area. In the event any difficulties arise in sharing the use of this training room, kitchen and washroom area, the Town reserves the right to restrict the use of the room by the County to specifically scheduled times, or to revoke all permission to use the room.

4. Overholding by the County

In the event that the Town permits the County to remain in occupation of the premises without objection by the Town after the expiration of the term and any extension or extensions thereof, the County shall be deemed to be a tenant from month to month at a monthly rental rate equal to one-twelfth of the annual rental calculated in accordance with clause 2, and otherwise upon and subject to all covenants and agreements of this Lease applicable to a monthly tenancy.

5. Right of Termination

If either party wishes to terminate this Lease, then it shall have the right to so terminate this Lease upon giving the other party at least 12 months written notice of its desire to do so.

6. Parking

The County shall be entitled to the use of four (4) parking spaces on the lands upon which the demised premises are located, such spaces to be assigned by the Town to the County.

7. Payment of Rent

The County covenants with the Town to pay the rent.

8. Quiet Enjoyment

The Town covenants with the County for quiet enjoyment.

9. Assignment

The Town and the County covenant and agree that the County shall not at any time assign this Lease or sublet any part or parts of the premises without the written consent of the Town, which consent shall not be unreasonably withheld, and in the event of any such assignment or subletting, the County agrees that it will provide the Town with a true copy of the instrument of assignment or subletting.

10. County's Default

This Lease confirms the right of re-entry by the Town on non-payment of rent or non-performance of covenants by the County.

11. Liability and Indemnity

(1) The Town and the County covenant and agree that the Town shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the County, or any employee, agent or invitee of the County, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(2) The Town and the County covenant and agree that the County shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Town, or any employee, agent or invitee of the Town, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(3) With the exception of claims arising as a result of the Town's negligence or arising as a result of the Town's failure to fulfil its obligations set out in this Lease, the County covenants to indemnify the Town against all claims, including construction lien claims, by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the County, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, expenses and liabilities which the Town may incur with respect to any such claim.

12. Insurance

(1) The Town shall insure the building and premises against insurable risks.

(2) The County shall be responsible for placing insurance upon the contents of the demised premises.

(3) The County agrees to provide by way of comprehensive public liability insurance pertaining to the demised premises in a minimum amount of \$2,000,000.00, with the Town

as an additional named insured and a provision for cross-liability under the insurance policy and to furnish the Town with an updated certificate of insurance throughout the term.

13. Repairs by the County

(1) The County covenants with the Town:

- (a) to repair the premises (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);
- (b) that the Town may enter the premises and view the state of repair on reasonable written notice and during business hours;
- (c) that the County will repair the premises according to notice in writing from the Town (reasonable wear and tear and damage by fire, lightning and tempest only excepted), and
- (d) that the County will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

14. Maintenance and Repair by the Town

(1) The Town shall be responsible to maintain and repair the exterior of the demised premises and any common internal areas.

(2) It is understood and agreed that, notwithstanding the other provisions of this Lease, if the building is damaged or destroyed by fire, lightning or tempest or by other casualty against which the Town is insured, so as to render the demised premises unfit for the purpose of the County or incapable of access, the rent hereby reserved or a proportionate part thereof, according to the nature of the damage to the demised premises, shall abate until the demised premises are rebuilt. The Town agrees that it will with reasonable diligence repair the demised premises and make the same capable of access, unless this Lease is terminated as hereinafter provided. If the demised premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects of the Town the demised premises cannot be rebuilt or made fit for the purposes of the County within 180 days of the damage or destruction, the Town instead of making the demised premises fit for the County may at its option terminate this Lease by giving notice of termination to the County within 90 days after such damage or destruction. Thereupon the rent and any other payment for which the County is liable under this Lease shall be apportioned and paid to the date of such damage and the County shall immediately deliver up possession of the demised premises to the Town.

15. Alterations, Partitions, Improvements

(1) If the County during the term of this Lease or any renewal thereof desires to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the County's rights to make such alterations to the demised premises shall be subject to the conditions contained herein.

(2) Before undertaking any such alterations, the County shall submit to the Town a plan showing the proposed alterations and shall obtain the written approval and consent of the Town.

(3) All such alterations shall conform to all building regulations then in force affecting the demised premises.

(4) Such alterations will not be of such kind or extent so as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building or interfere with the use and enjoyment of the demised premises by the Town.

(5) Except as provided in this clause, the County will not erect or remove or change the location or style of any partitions or fixtures without the written consent of the Town being first had and obtained.

(6) At the expiration of the term hereby granted or any renewal thereof, the County shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Town) provided the County makes good all damage occasioned to the demised premises by the taking down or removal thereof.

(7) In the event the County requires additional space to operate the emergency medical services station, the Town agrees to review those requirements with the County and to consider negotiating the terms of either leasing additional space to the County or to constructing an addition onto the demised premises in consultation with the County.

16. Termination

It is mutually agreed that if the County defaults in any payment of rent when due or in performing any of the terms, covenants or provisions of this Lease, the Town may forward notice in writing of such default to the County. Failure of the County to cure such default to the satisfaction of the Town within 60 days after the date of receipt of such notice shall, at the option

of the Town, work as a forfeiture of the Lease and shall give the Town the right, at its option, to treat this Lease as cancelled and terminated. The term and estate vested in the County, as well as all other rights of the County under this Lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Lease had expired, and the Town may enter in and take possession of the demised premises.

17. Notice

Any notice to be given pursuant to this Lease shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, prepaid and registered, in the case of the Town addressed to it in care of the Director of Corporate Services of the Town at 2021 Division Road North, Kingsville, Ontario N9Y 2Y9, and, in the case of the County addressed to it in care of the Clerk of the County at 360 Fairview Avenue West, Suite 202, Essex, Ontario N8M 1Y6, or such other address as the parties may designate by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery, if such notice is served personally or, if mailed, 3 days after such mailing.

18. Time of Essence

Time shall be of the essence, save as otherwise provided in this Lease.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR – N. SANTOS

CLERK – JENNIFER ASTROLOGO

THE CORPORATION OF THE COUNTY OF ESSEX

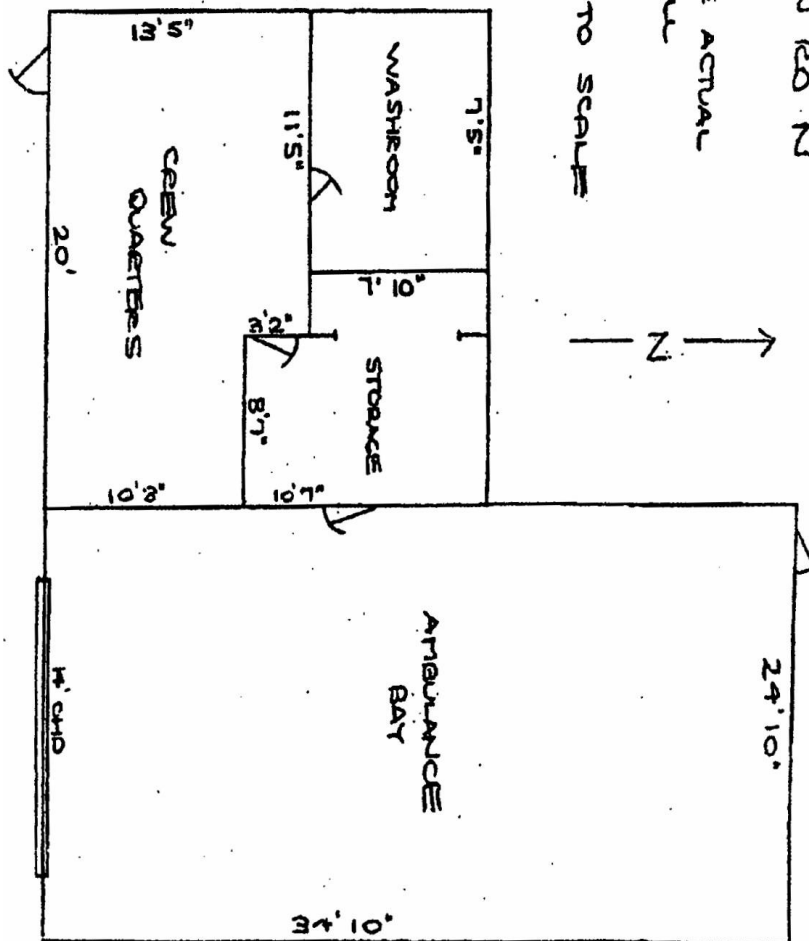
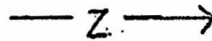
WARDEN – COUNTY OF ESSEX

CLERK – COUNTY OF ESSEX

SCHEDULE "A"

KINGSVILLE E.M.S. BASE
1720 DIVISION RD N

DISTANCES ARE ACTUAL
INTERIOR WALL
MEASURE
DRAWING NOT TO SCALE



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 22-2018

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 29, 2018 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 January 29, 2018 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
29th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo