



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, March 26, 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. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

When a member of Council has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of Council (or that was the subject of consideration at the previous Meeting of Council at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

E. PRESENTATIONS/DELEGATIONS

1. Richard Wyma, General Manager/Secretary-Treasurer, Essex Region Conservation Authority-Delegation Request dated January 26, 2018 RE: Presentation of 2017 Annual Report and Video, and 2018 Budget

1

F. MATTERS SUBJECT TO NOTICE

1. **PUBLIC MEETING--ENGINEER'S REPORT CONSIDERATION--LOYST DRAIN**

21

Gerard Rood, P. Eng and Ken Vegh, Drainage Superintendent

i) Notice of Meeting to Consider the Engineer's Report, dated February 23, 2018

ii) Report of Rood Engineering Inc., dated January 9, 2018 RE: Loyst Drain (Replacement Bridge for Todd Porter and Monica Totten); Part Lot 264, Concession N.T.R., Geographic Township of Gosfield South;

iii) Proposed By-law 25-2018, being a by-law to provide for the construction of a replacement bridge over the Loyst Drain; Owner: Todd Porter and Monica Totten (590-07500) in the Town of Kingsville, in the County of Essex

Recommended Action

That Council adopt Engineer's Report dated January 9, 2018 for the Loyst Drain (Replacement Bridge for Todd Porter and Monica Totten; Part Lot 264, Concession N.T.R.; Rood Engineering Inc. Project 2016D049); read By-law 25-2018 being a by-law to provide for the construction of a replacement bridge over the Loyst Drain a first and second time, and schedule Court of Revision for a future date.

2. PUBLIC MEETING--617885 Ontario Limited o/a JEM Farms 1581 County Road 34 E Part of Lot 9, Concession 2 ED

94

R. Brown, Manager of Planning Services

i) Notice of Public Meeting, dated February 26, 2018

ii) Report of R. Brown, dated March 15, 2018 with attached Appendices A to D

iii) Proposed By-law 38-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Recommended Action

It is recommended that Council approve the second part of Zoning application ZBA/01/18 to permit a medical marihuana property facility at 1581 County Road 34 E and address the required relief or exemption from Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law

G. AMENDMENTS TO THE AGENDA

H. STAFF REPORTS

1. Minor Development Agreement AGR/01/18 140 Road 3 E Part of Lot 1, Concession 3, ED Jeremy Wood

110

R. Brown, Manager of Planning Services

Recommended Action

It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 140 Road 3 E, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.

2. Minor Development Agreement AGR/02/18 267 Road 3 E Part of Lot 2, Concession 2, ED Dean Bernardes

114

R. Brown, Manager of Planning Services

Recommended Action

It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 267 Road 3 E, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.

3. **E.L.K. Energy Connection Agreement – Grovedale House** 118

T. Del Greco, Manager of Municipal Facilities and Property

Recommended Action

Recommend Council approve the Mayor and Clerk to sign and execute the E.L.K. Energy Offer to Connect Agreement in order to facilitate the electrical distribution system required for the Grovedale House.

4. **Statement of Remuneration & Expenses 2017** 140

R. McLeod, Director of Financial Services and Diane Broda, Payroll and Billing Supervisor

Recommended Action

Council receives the Statement of Remuneration & Expenses report for 2017.

5. **Fleet Replacement Report** 144

S. Martinho, Public Works Manager

Recommended Action

That council approves the acquisition of the Fleet assets as follows:

One (1) 2019 International 7400 from Leamington International outfitted with a snowplow and salter for \$198,406.15 inclusive of the HST burden.

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

1. **Gosfield North Sportsmen Association-Correspondence dated December 18, 2017 RE: 2018 GNSA Fundraising** 147

Recommended Action

That Council consider requests of Ken Roadhouse, Secretary, Fundraising Committee Member, Gosfield North Sportsmen Association to sponsor its 28th Annual Wild Game Dinner to be held April 7, 2018 through the purchase of a 1/2 page advertisement at a cost of \$50.00; and further that Council consider support of Annual Fish Fry on September 22, 2018 through the donation of door prizes.

2. **The Jack Miner Migratory Bird Foundation--Correspondence from M. Baruth, Executive Director, dated March 13, 2018 requesting that Council consider creating two proclamations** 148

Recommended Action

That Council create a proclamation, in the form provided, declaring April 10, 2018 as "Jack Miner Day" in the Town of Kingsville; and

That Council create a proclamation in the form provided declaring that the week of April 8-14, 2018 be "National Wildlife Week" in the Town of Kingsville

3. **Ontario Municipal Fire Prevention Officers Association (OMFPOA)-- Request from OMFPOA Chapter 8 Windsor, Essex County, Chatham-Kent Region for support of event (June 10-14 at Windsor) through purchase of advertisement in conference book** 152

Recommended Action

That Council consider the purchase of an advertisement in the Conference Book.

J. MINUTES OF THE PREVIOUS MEETINGS

1. **Regular Meeting of Council--March 12, 2018** 154

Recommended Action

That Council adopts Regular Meeting of Council Minutes, dated March 12, 2018.

K. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. **Tourism and Economic Development Committee - February 8, 2018** 169

Recommended Action

That Council receives Tourism and Economic Development Committee Meeting Minutes, dated February 8, 2018

2. **Kingsville B.I.A. - February 13, 2018** 177

Recommended Action

That Council receives Kingsville B.I.A. Meeting Minutes dated February 13, 2018.

L. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. **Ministry of Tourism, Culture and Sport--Correspondence from Minister Vernile dated March 20, 2018 RE: Safe Cycling Education Fund 2017-18** 182
2. **Kingsville Historical Park Inc.--Letter of thanks from K. Gunning, Secretary-Treasurer, Kingsville Historical Park Museum, dated March 17, 2018** 183
3. **City of Hamilton--Correspondence dated March 13, 2018 RE: Offering** 184

School Property to Municipalities

- | | | |
|----|--|-----|
| 4. | Township of South Stormont RE: Landfill Approval We Demand the Right-South Stormont Resolution No. 062/2018 passed March 14, 2018 | 185 |
| 5. | Township of South Stormont RE: Support for Township of Norwich with regard to the intent of legislation and regulations relative to the Ontario Building Code--South Stormont Resolution No. 048/2018 passed March 14, 2018 | 187 |
| 6. | Ed Dujlovic, President, Ontario Chapter, Canadian Public Works Association--Correspondence dated March 12, 2018 RE: 2018 National Public Works Week May 20-26, 2018 | 188 |
| 7. | Minister of Senior Affairs--Call for nominations for the 2018 Senior of the Year Award | 191 |
| 8. | Town of Essex--Correspondence dated March 12, 2018 RE: User Pay Childcare Services at AMO and FCM Conferences | 193 |

Recommended Action

That Council receives Business Correspondence-Informational items 1 through 8.

M. NOTICES OF MOTION

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

O. BYLAWS

- | | | |
|----|---|-----|
| 1. | By-law 25-2018 | 195 |
| | Being a by-law to provide for the construction of a replacement bridge over the Loyst Drain; Owner: Todd Porter and Monica Totten (590-07500) in the Town of Kingsville, in the County of Essex | |
| | To be read a first and second time | |
| 2. | By-law 38-2018 | 201 |
| | Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (1581 County Road 34 E; ZBA/01/18) | |
| | To be read a first, second and third and final time. | |
| 3. | By-law 39-2018 | 203 |
| | Being a By-law authorizing the entering into of a Minor Development Agreement with Jeremy Wood | |
| | To be read a first, second and third and final time. | |
| 4. | | 206 |

By-law 40-2018

Being a By-law authorizing the entering into of a Minor Development Agreement with Dean Bernardes

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

5. By-law 41-2018

209

Being a By-law to amend By-law 99-2016 being a by-law to exempt certain lands from Part Lot Control (Winterberry Subdivision-Plan 12M-627) to correct and change a typographical error in the legal description from "Blocks 1-15 (inclusive)" to be corrected to identify "Lots 1-15 (inclusive)" (Housekeeping)

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

6. By-law 42-2018

210

Being a By-law authorizing the entering into of Amendment No. 2 to an Ontario Transfer Payment Agreement under the Source Protection Implementation Fund (SPMIF_1516_004) with her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change

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

7. By-law 43-2018

214

Being a By-law authorizing the entering into of an Offer to Connect with E.L.K. Energy Inc. to construct the distribution system upgrade/expansion required for supplying electrical service to The Corporation of the Town of Kingsville at the property known municipally as 103 Park St., Kingsville

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

P. CLOSED SESSION

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

- i) Section 239(2)(d) labour relations or employee negotiations, being an update for Council regarding Part-Time Collective Agreement Negotiations;
- ii) Section 239(2)(d) labour relations or employee negotiations, being Report of J. Galea, Human Resources Manager RE: Non-union Employee 'Salary Step' Increases
- iii) Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being Report of CAO P. Van Mierlo-West RE: Status update re: Agreement of Purchase and Sale

Q. REPORT OUT OF CLOSED SESSION

R. CONFIRMATORY BY-LAW

1. By-law 44-2018

235

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 12, 2018 Regular Meeting

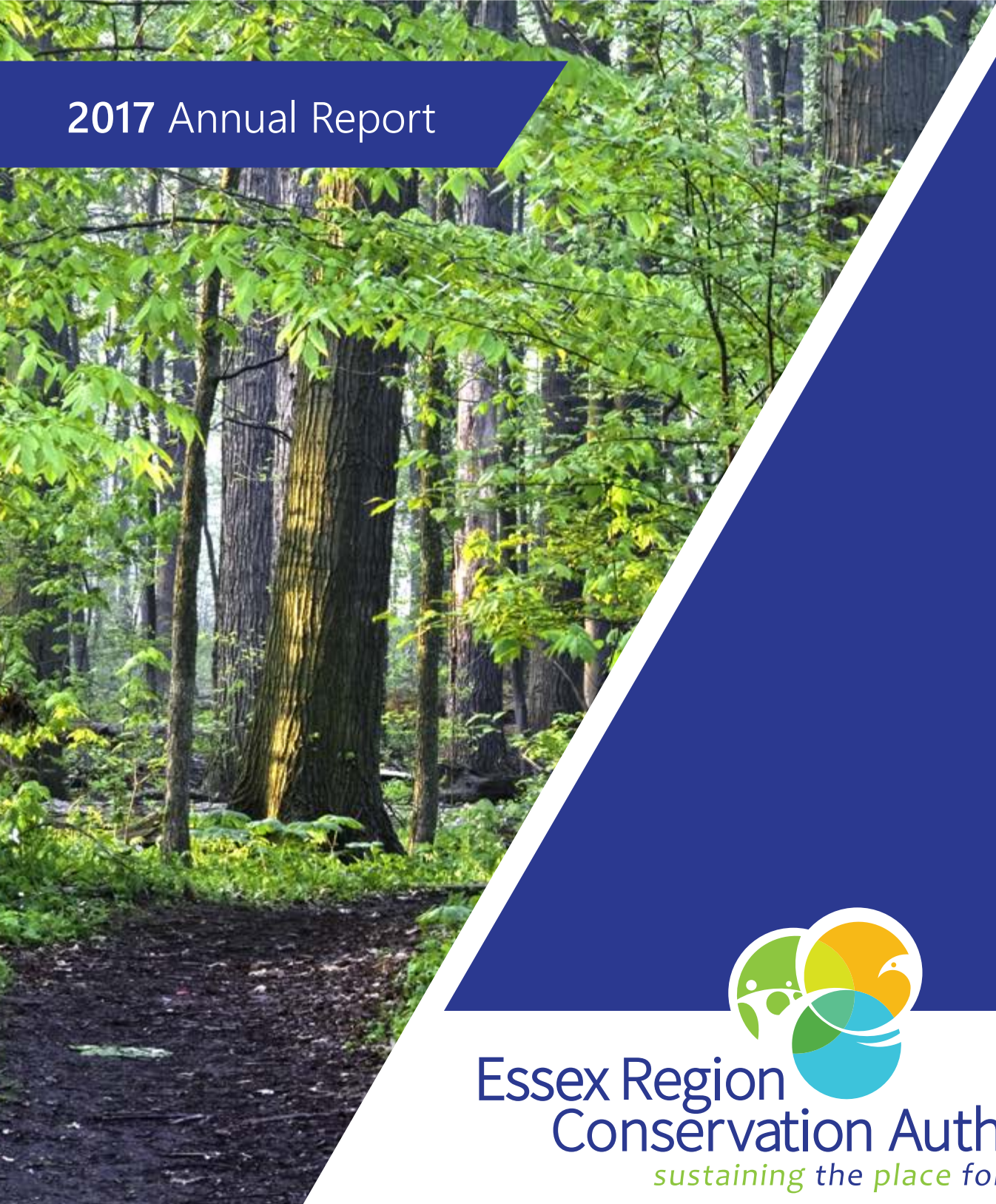
To be read a first, second and third and final time.

S. ADJOURNMENT



Essex Region Conservation
the place for life

2017 Annual Report



Essex Region
Conservation Authority
sustaining the place for life

2017 Annual Report - Sustaining the #PlaceforLife



MESSAGE FROM THE CHAIR

As Canada celebrated its 150th anniversary from coast to coast to coast, Essex Region Conservation implemented many projects to enrich and sustain the Windsor-Essex County-Pelee Island region as the Place for Life. Trails were one of the great local news stories of the year, as we opened the Cypher Systems Group Greenway and the Rotary (1918) Centennial Hub, bringing our community's vision of a region connected by trails to fruition. As well, the entire Chrysler Canada Greenway was re-surfaced thanks to a contribution from the Ontario Trillium Foundation. In total, over the past 18 months, \$2.6 million dollars have

been fundraised through our Foundation and invested in our regional trail system.

We continue to express our most sincere gratitude to our partners, volunteers, donors, and colleagues in all levels of government for your ongoing commitment to making our region the Place for Life.

Sincerely,

A handwritten signature in blue ink that reads "Rick M. Fryer".

Rick Fryer

Chair/Councillor, Town of Amherstburg



MESSAGE FROM THE GENERAL MANAGER

In December 2017, the Province of Ontario passed into law Bill 139, the "Building Better Communities and Conserving Watersheds Act, 2017" which modernizes the Conservation Authorities Act. ERCA, and the entire Conservation Authorities network, worked vigilantly over the last 2 years to ensure the new Act recognizes the wide variety of science-based, watershed management programs and services that we have delivered for more than 70 years.

Through monitoring and watershed management programs, ERCA and other Conservation Authorities see the growing impacts of climate change on a daily basis. This includes more frequent flooding,

stressed biodiversity, and reduced water levels and flow in streams and rivers.

We were well prepared to respond to this legislation with the launch of our Place for Life Policies earlier in the year. This comprehensive approach will allow us to operationalize our Strategic Plan while positioning us to capitalize on opportunities associated with these pending changes; all the while, ensuring that our region remains the Place for Life.

Yours in Conservation,

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

PLACE FOR LIFE POLICIES

In 2017, ERCA launched the comprehensive Place for Life Policies. This initiative encompasses all five key strategic directions identified in our 2016 – 2025 Strategic Plan – Sustaining the Place for Life. The policies combine existing Board-approved programs and related initiatives, as well as policies and principles that respond to the current conservation challenges identified in ERCA's Strategic Plan. These policies include direction related to climate change, Great Lakes, natural heritage protection and restoration, sustainable places, outdoor education, recreation and cultural heritage appreciation.



2017 WATERSHED HIGHLIGHTS

We continued to implement the priorities identified in our Strategic Plan. As part of a team of Conservation Authorities, we worked with the Province of Ontario on the modernization of the **Conservation Authorities Act**, which addresses the roles, responsibilities and governance of our organizations in resource management and environmental protection. The Act was passed into law in December, 2017.

The following highlights are a snapshot of the projects and programs implemented this year to enrich and sustain the Essex Region as the Place for Life.



Climate Change

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



- Aided municipalities in responding to the **most significant recorded rainfall** in Windsor's history, which caused widespread surface and basement flooding. This marked the second 1:100 year flood in less than a year, and insured damages exceeded \$300 million.
- Initiated steps to develop a regional **Climate Change Strategy** to address the ongoing impacts associated with a changing climate.
- Continued to coordinate the **Regional Stormwater Guidelines** in partnership with all municipalities to ensure consistent and complete application of stormwater requirements.
- Issued a record 38 advisories ranging from **water safety conditions statements** to **flood warnings**.
- Provided significant technical assistance to landowners for breakwall and shoreline protection requests as the third highest lake levels in history were recorded in this region.
- Worked with the City of Windsor, Town of Tecumseh and Town of LaSalle on a number of projects to **prevent flooding** in new and existing developments. These included improvements to the Lennon Drain, Upper Little River Watershed, Bouffard and North Roseland Subdivisions.

Great Lakes

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



- Implemented **51 water quality improvement projects** across the region to protect soil health and water resources.
- Conducted year-round **water quality monitoring** at 58 surface water, ground water, and benthos monitoring stations across the region to collect data about land and weather-based influences on our rivers and streams.
- Worked with the Great Lakes Institute for Environmental Research to resolve issues related to **microbial contamination** along our beaches and with the provincial and federal governments to monitor and estimate sources of phosphorus entering Lake Erie.
- Partnered with academic researchers at the University of Waterloo and the University of Guelph, to research the effectiveness of **phosphorus-reducing Best Management Practices**.
- Collaborated with the University of Windsor's Chemistry Department to develop a new off grid **phosphorous filter** for installation in a wetland in 2018. This new filter is being designed to remove soluble Phosphorus from local waterways.
- Showcased best management practices and innovative technologies that will conserve soil, maintain productivity, improve water quality and quantity, and illustrate that farming and the environment can coexist at the **Essex County Demonstration Farm**, in collaboration with the Essex Soil & Crop

Improvement Association, OMAFRA extension personnel, and AAFC scientists.

- Hosted the **Western Lake Erie Student Conference** to bring together 100 secondary school Special High Skills Major students to learn about the challenges associated with Lake Erie, and to engage them in helping to find solutions.
- Protected sources of drinking water by providing Risk Management Services on behalf of all of our member municipalities. As well, significant progress was made in implementing the policies in the **Essex Region Source Protection Plan**.
- Provided 200 people with the opportunity to better appreciate and connect with the Detroit River as a Canadian Heritage River at the **Eau Canada Paddling Event**, hosted in celebration of Canadian Rivers Day. Participants learned about the human and natural heritage and recreational values of the Detroit River, as well as all of the efforts being made towards its environmental restoration.
- Worked with senior levels of government toward finalizing the **Domestic Action Plan**, a national strategy to reduce Harmful Algae Blooms in Lake Erie. To date, ERCA has been at the forefront of experimental programs such as the Great Lakes Agricultural Stewardship Initiative (GLASI) to inform this strategy and reduce phosphorus loadings throughout our region.





Sustainable Communities

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

This year, ERCA:

- Assisted five partner municipalities with **Official Plans** updates to ensure the delegated responsibility for Natural Hazards is being properly incorporated into municipal planning documents and continued to advise on Natural Heritage issues for the region
- Began construction of new **boardwalks at Maidstone Conservation Area** to improve environmental sustainability and accessibility.
- Advocated for improvements to the **Esseltine Drain** to ensure development and hazard issues were properly addressed.
- Worked with the **Municipality of Leamington** to address drainage matters and environmental sustainability associated with new development.
- Initiated a **Junior Curator Program** at the John R. Park Homestead to allow students to engage with their local cultural heritage in a four week, hands-on, behind the scenes museum program which culminated with the participants each curating their own small exhibit.
- Assisted Pelee Island with shoreline dyke assessments and preliminary ingress and egress strategies to reduce isolation.
- Aided a record **1042 landowners** in ensuring homes and new developments were protected from the dangers of flooding and erosion through permit reviews.
- Opened the **Holiday Beach cottage**, earning rave reviews from visitors to this beautiful new facility who enjoyed the natural environment of the Place for Life.
- Engaged over **12,000 students** in outdoor and conservation education programs, to provide curriculum-based experiences that teach young people about protecting our environment and preserving heritage.





- Opened the **Cypher Systems Group Greenway**, a 22 kilometre multi-use trail to support active living, promote economic diversity, and provide meaningful outdoor experiences for a healthier, more sustainable community. More than \$1.1 million dollars was raised for this project, and as part of the Place for Life campaign, Essex Region Conservation will continue to raise funds to establish new community entrances and trail connections.
- Resurfaced and graded the **Chrysler Canada Greenway** to improve accessibility and user experience, thanks to funding of \$200,000 from the Ontario Trillium Foundation, which was matched through ERCA's capital plan reserves.
- Completed the **Rotary (1918) Centennial Hub** to connect the Herb Gray Parkway trails, the Town of Tecumseh, the Town of LaSalle and the Chrysler Canada Greenway. The Hub is part of the County Wide Active Transportation System (CWATS) and the Trans Canada Trail. Partners included the Ontario Ministry of Transportation, the Town of Tecumseh, the Rotary Club of Windsor (1918), the Trans Canada Trail Foundation, Arbor Memorial, and the Essex Region Conservation Foundation.





Landscapes & Habitats

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



- Planted and distributed **92,500 trees** and restored **70 acres** of habitat to natural area.
- Utilized a new specialized prairie seed drill to restore four acres of **prairie habitat** in the Cedar Creek Watershed.
- Created 15 acres of new **wetlands and adjacent riparian areas** to help improve our water quality while simultaneously creating new habitat for hundreds of species, including animals that are nationally recognized as endangered.
- Initiated a feasibility study with Ducks Unlimited to design and operate a new **70 acre controlled wetland** adjacent to the Canard River.
- Enhanced terrestrial and aquatic habitat, increased wetland habitat and softened the shoreline of the abandoned marina in Sturgeon Creek to create the **Sturgeon Creek Wetland**, in partnership with the Caldwell First Nation.
- Restored sections of **Spring Garden Prairie** habitat, owned by the City of Windsor, by removing invasive species such as Autumn Olive and Phragmites. This restoration project will enhance habitat for multiple species-at-risk.



A Strong, Resilient Organization

ERCA is a sustainable, resilient and valued agency. Since 1973, ERCA has been striving to achieve a state of sustainability for the Essex Region. In 2017, we worked toward organizational sustainability in the following ways:

- Collaborated with the Essex Region Conservation Foundation to launch the Place for Life campaign in June. The campaign hopes to raise \$1 million dollars over three years for greening our region, connecting our community through trails, inspire future generations through outdoor education, and preserve our heritage.
- Achieved our Operational Reserves target, which was set in the 2013 – 2017 Sustainability Plan: The Way Forward. These reserves buffer for expenses which are difficult to predict, not insurable and which can significantly impact the Authority's financial condition, such as revenue declines related to weather, closure of properties or economic downturns.
- Sold the Authority's minority ownership in the Essex County Civic Centre, resulting in a reduction of both annual operating costs and administrative responsibilities.
- Eliminated the historical operational deficit as the final year of our existing Sustainability Plan was successfully implemented. The next phase of this plan is currently being developed to reflect the 2016-2025 Strategic Plan.



ERCA ACCOUNTABILITY 2017

The following provides a three-year 'by the numbers' comparison of achievements. This report follows the priorities identified in our Strategic Plan, and these actions help ensure Windsor-Essex County-Peel Island are the Place for Life.



Climate Change

		2015	2016	2017
Permits Requested		753	983	1,042
Permits Issued		560	808	1,005
Clearances Issued		100	97	135
Request for Information Letters Issued		242	273	392
Permits to Take Water Applications		3	4	5
Appeals		13	15	10
Appeals in CA favour		13	15	10
Violations Issued		14	19	34
Average Response time for permits	Minor Development	15 days	10 days	9.13 days
	Major Development	30 days	21 days	34 days
	Alteration to Waterways	15 days	9 days	8.2 days
Number of structures located in the floodplain		10,000	10,000	10,000
Kilometres of watercourses with floodplain mapping completed		609	609	609
Hectares (area) digitally mapped delineating the CA Regulation Limit		38,304	38,304	38,304
Hectares (area) digitally mapped delineating the flooding hazard limit (flood plains)		38,304	38,304	38,304
Metres of shoreline protected from flooding and erosion		250	245	250
\$ Value of Water/Infrastructure Contributions to Municipalities		772,500	287,500	120,000
Flood Messages	Watershed Conditions	6	2	13
	Flood Watches	10	7	11
	Flood Warnings	3	3	4
	Wind Warnings	0	0	1



Landscapes & Habitats

		2015	2016	2017
Total Landholdings (Hectares)		1,669.6	1,669.6	1,735
Hectares of recreational land owned and managed		1,036.8	1,036.8	1,056.8
Total hectares under forest management plans		44.39	44.39	44.39
Total Taxes for CA Landholdings		\$49,166	\$75,290	\$66,661
Land Acquisition in Reporting Year (in acres)		51	0	160
Value of acquisitions (Fair Market Value)		\$508,000	0	\$1,562,250
Total Acres of Habitat Restored		142.5	103.5	92.5
Number and Acres of Trees	trees	125,450	101,000	92,500
	115 ac		87 ac	70 ac
Number and Acres of Wetlands	4 wetlands		5 wetlands	6 wetlands
	5 ac		5 ac	15 ac
Number and Acres of Prairie	8 sites /		8 sites/	5 sites/
	22.5 ac		11.5 ac	7.5 ac
Number of landowners involved in restoration		209	214	222
Trees planted by volunteers		2,912	2,603	2,973
Native plants planted by volunteers		1,669	3,858	1,610

Great Lakes



		2015	2016	2017
Water Quality Improvement Projects Implemented	Agriculture/Other (total)	26	88	28
	Detroit River Watersheds	6	10	10
	Lake Erie Watersheds	10	19	13
	Lake St. Clair Watersheds	10	12	5
	Great Lakes Agricultural Priority Subwatershed Stewardship Initiative	-	47	23
Number of wells decommissioned		4	9	5
Number of landowners participating	Agriculture/Other	30	58	23
Number of surface water quality monitoring stations		71	77	58
Number of ground water quality monitoring stations		8	8	8
Number of benthos monitoring stations		15	8	20

Sustainable Communities



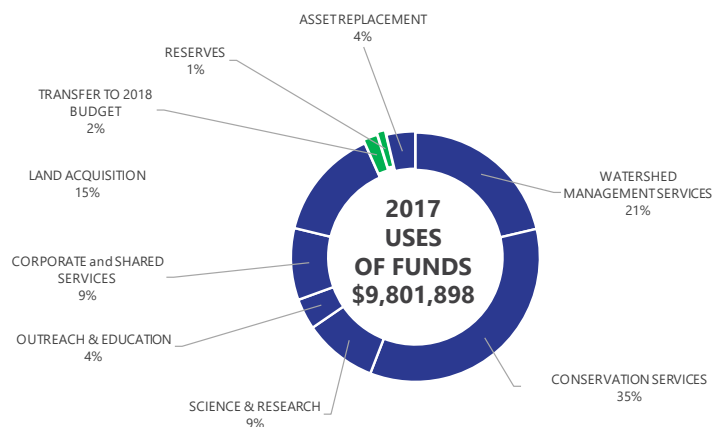
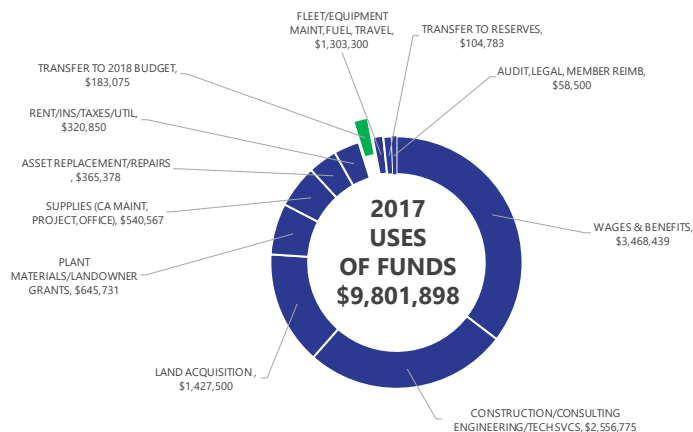
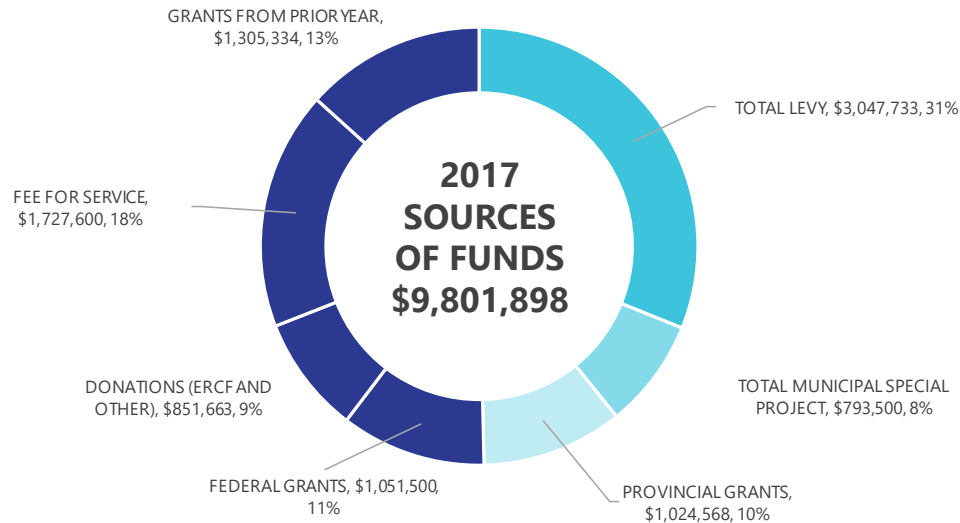
	2015	2016	2017
Planning Services - transactions/year	597	689	822
Kilometres of Trails owned, managed & developed	79.6	95.1	98
Number of volunteers	2,580	1,904	2,064
Number of outreach events	33	35	19
Number of schoolyard naturalization projects	7	3	2
ERCA hosted special events	38	36	29
Number of schools	78	96	71
Number of unique education programs	285	294	434
Number of students	9,538	9,986	12,224
Number of public meetings/workshops	16	19	31
Day Use Visitors to JRPH (estimated)	10,895	11,190	11,830
Day Use Visitors to HBCA (estimated)	5,985	9,000	12,588
Number of seasonal campsites purchased	72	69	67

A Strong, Resilient Organization



	2015	2016	4,2017
Area of CA Jurisdiction	1,681.3 sq km	1,681.3 sq km	1,681.3 sq km
Watershed Population	332,350	326,105	325,351
Staff - Permanent and Long-Term Contract	34	36	36
Staff - Special Grant and Short-Term Full Time Equivalent Contract	9	8	10
Average Full Time Staff Length of Service	9	10	12
Number of Local Committees, Boards and Advisory Panels with ERCA representation	25	27	29
Number of Provincial Committees, Boards and Advisory Panels with ERCA representation	26	26	28
Number of research studies with ERCA involvement	8	8	8
Number of unique visitors to our website	55,000	68,591	70,997
Number of Facebook followers	1,617	2,424	2,948
Number of Twitter followers	2,003	2,428	2,676
Number of Instagram followers (launched October 2016)		90	225
Number of Youtube video views		2,134 views 4,334 min	2,550 views 4,893 min

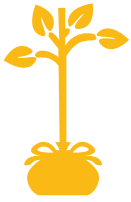
2017 FINANCIAL REVIEW



Note: The 2017 Sources and Uses of Funds graphs are based on information available as of January 15th, 2018 and as such the numbers are subject to change. The graphs depict the expenses incurred by the Authority both by type and by program, and how those expenses were funded. The graphs are not intended to replace audited Financial Statements and readers interested in the financial condition of the Authority should consult Financial Statements, prepared in accordance with GAAP. Audited Financial Statements are available annually after June 30th and include all statements and schedules required for public sector entities.

2017 AT A GLANCE

Great places don't just happen...



92,500

Trees planted to increase green space.



2,064

Awesome **volunteers** helped enrich & sustain the Place for Life.



51

Projects implemented to improve **water quality**.



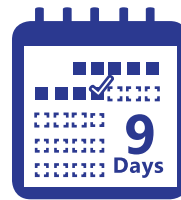
81

Events and **workshops** hosted to connect people with the Place for Life.



12,224

Students educated through outdoor education programs.



9 days

Average **permit response times** for minor developments.



92.5

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



78

Surface, ground and benthos water quality sites **monitored**.



1,042

Permits requested and reviewed to ensure landowner protection.



\$2.6 million

invested in **trails** to connect communities to natural landscapes.



Essex Region Conservation
the *place* for life



facebook.com/EssexRegionConservation



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



[@EssexRegionCA](https://twitter.com/EssexRegionCA)



youtube.com/TheEssexRegionCA

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W: www.essexregionconservation.ca



2018 BUDGET



Essex Region
Conservation Authority
sustaining the place for life

SUSTAINING THE PLACE FOR LIFE

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

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

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

The **Essex Region Conservation**

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

2018 WATERSHED ACTIONS

ERCA has consistently demonstrated a strong business case to member municipalities, and is unique from other organizations and agencies in our ability to leverage funds and partnerships to complete projects in our region. The following are some project highlights for 2018.



WATERSHED MANAGEMENT SERVICES

- **Climate Change [1.1].** A new Climate Change Specialist position will lead the development of a Regional Climate Change Strategy addressing identified impacts and vulnerabilities; implementation needs, priorities, and potential funding supports.
- **Floodline Mapping [2.1].** ERCA will explore the needs and options for updating Floodline Mapping for the region, and consider the need to ensure mapping reflects overland and rainfall-based flooding.
- **Place for Life Policies [11.2].** ERCA will complete consultation and finalize development of its Place for Life Policies which will integrate ERCA's planning, development, and program policies.
- **Watershed Engineering [2.3].** A new Regulations/ Engineering Technician will provide added support for stormwater reviews, drainage reviews, and related engineering and infrastructure reviews.
- **Client Services [12.3].** In response to growth in the region and continued increases in numbers of planning and permit applications, existing administrative support will focus on planning and regulatory functions.
- **Flood Forecasting [2.1/11.3/12.3/12.3].** ERCA will work with partners to develop a shared climate station network to assist in providing more timely advance warnings, response, and reporting on storm events
- **Plan Review [10.2].** Complete Official Plan updates for Lakeshore, Kingsville, Tecumseh, Leamington and provide advice and direction to all member municipalities on over 750 Planning Act applications.
- **Development Review [12.1].** Complete reviews of over 1,000 Section 28 permit applications for stormwater management; commercial, industrial and residential development; and large scale greenhouse developments;

over 150 Municipal Drainage Act reviews, and respond to 1,300 general water resource related requests.

- **Water and Erosion Control [11.3].** Apply for WECl funding for projects in the City of Windsor, and Lakeshore, and continue to manage the \$3.2 million Lennon Drain improvement project for the City of Windsor.

CONSERVATION SERVICES

- **Conservation Area Operations [9.2].** The Budget includes additional support for operations and maintenance of ERCA's expanded Greenway network.
- **Capital Plan/Tangible Capital Asset Report [13.1].** ERCA will update its Tangible Capital Asset Report and Capital Plan based on replacement schedules and asset needs as part of the next 5-Year Sustainability Plan.
- **Management Planning [9.2].** ERCA will complete the development of a Management Plan for Cedar Creek Conservation Area and associated properties
- **Business Planning [8.1].** ERCA will develop Business Plans for John R. Park Homestead and Holiday Beach Conservation Areas to identify and support investments in infrastructure and visitor services.
- **Land Acquisition [7.3].** The 2018 Budget restores Clean Water~Green Spaces acquisition funding to support securement of key lands with partnership funding in keeping with the Land Securement Strategy.
- **Restoration and Stewardship [6.1].** ERCA will restore 100 acres of upland habitat and create at least 5 acres of wetland, and complete the Sturgeon Creek Wetland with Caldwell First Nations.
- **Innovation [5.1].** ERCA will complete construction of a 10 acre wetland at Hillman Marsh to enhance habitat reduce phosphorus levels getting into Lake Erie, and monitor water quality improvements with University of Windsor.

- [Source Water Protection \[4.3\]](#). ERCA will prepare Annual Report on behalf of all implementing bodies and consult on updates to the Source Protection Plan including need for additional technical work and potentially new policies and consultations. ERCA will also continue to undertake Risk Management Services on behalf of municipalities.
- [Watershed Science \[5.1/5.2\]](#). The budget includes new supports for research, monitoring, and partnerships; and for managing and maintaining data information systems which is critical for evidence-based decision making.
- [Watershed Reporting \[5.3\]](#). ERCA will release its 2018 Watershed Report Card, which provides a snapshot of health of our watersheds based on a suite of watershed health indicators, communicates trends and highlights watershed actions, and encourages action where improvements are needed most.
- [Domestic Action Plan \[4.1\]](#). Conservation Authorities are the most effective delivery agent for many aspects of the Lake Erie Domestic Action Plan for reducing Phosphorus levels in Lake Erie and Lake St. Clair. The 2018 budget includes funding from the provincial and federal governments to assist in the ongoing monitoring and science associated with this plan.
- [Great Lakes Water Quality \[5.2/14.2\]](#). ERCA will develop a new shoreline management strategy and plans for a 70 acre wetland rehabilitation project on the Canard River.

COMMUNITY OUTREACH SERVICES

- [Communications \[14.2\]](#). ERCA will launch a new website to improve customer service, usability and accessibility, while continuing to build on its Place for Life brand.
- [Education and Outreach \[8.3\]](#). ERCA will continue to coordinate outreach projects in the Region with partners and provide curriculum-based outdoor education for more than 10,000 elementary and secondary school students, including delivery of the Special High Skills Major Certifications to allow students to graduate with specialized environmental skills.
- [Program Integration \[14.2\]](#). ERCA and the ERCF will continue to integrate communications, outreach and events to enhance the region as the Place for Life, and build on the strength of this partnership in support of the \$1 million dollars/3 year Place for Life campaign.
- [Regional Collaboration \[15.3\]](#). ERCA will continue to work with Tourism and Economic Development partners and Regional CAOs to share information on ERCA programs

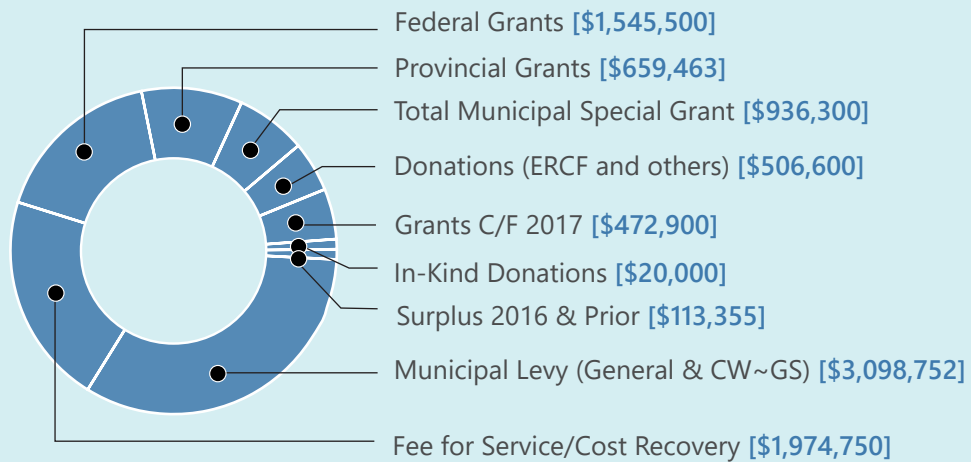
and services and other agencies and partners to ensure programs reflect regional needs and priorities.

CORPORATE SERVICES

- [Customer Service \[14.1\]](#). A new administrative position provides enhanced Client/Customer Service, front desk/reception and related corporate administrative functions.
- [File management \[13.2\]](#). Refine records classification system and records policy/retention schedule to support MFIPPA and other obligations; and begin implementation of new records management system.
- [Operational Policies \[13.3/14.3\]](#). Continue to review, update and centralize all operational and administrative policies to ensure consistency with legislation; public-sector best practice; Authority practices, and develop a new Employee Handbook to promote a fair and equitable workplace.
- [Data Management \[15.2\]](#). Review open data ability and feasibility in context of new website functionality.
- [Sustainability Plan \[13.1\]](#). Develop new 5-Year Sustainability Plan to support initiatives identified in the Strategic Plan and to ensure that ERCA has the appropriate resources, and is managed in the most effective and efficient way, to support watershed outcomes.



WHERE DOES THE MONEY COME FROM?



FUNDING THE PLACE FOR LIFE

Creating the Place for Life is not our work alone. It is what we do together with municipalities, our neighbours, our universities, our donors, our local and regional agencies, and the many other organizations we partner with.

ERCA's 2018 Budget totals \$9,271,600, and includes a total levy contribution of \$3,148,752 - an increase of \$101,019, or \$0.09 per household (to \$16.00). Of that, \$51k is allocated for operations, and \$50k for future asset replacement.

The Budget also includes over \$4.2 million in leveraged funding for projects described above. This represents 40% of the total ERCA budget. When combined with fee for service revenues, 72% of ERCA's budget is funded through non-levy sources of funding.

ERCA's annual revenues for programs and services ranks consistently in the top 10 of all 36 Conservation Authorities. At the same time, ERCA's operational levy funds less than 30% of its operations, placing ERCA in the bottom five of all Conservation Authorities, and well below the provincial average (approx. 45%). For comparison in 2016, while the average CA levy supporting operations was \$15.62/capita, ERCA's levy supporting operations was only \$8.47/capita.

We are making a difference. We need to celebrate our successes, and we need to increase the scope, scale and intensity of our joint efforts. We want to create a place we can be proud of and celebrate – one we can call home. For life.

2018 Municipal Levy Allocation										
	CVA %		GENERAL LEVY		CW~GS LEVY		TOTAL LEVY		CHANGE	
	2018	2017	2018	2017	2018	2017	2018	2017	\$	%
Amherstburg	5.974%	6.051%	\$125,384	\$120,874	\$62,729	\$63,531	\$188,114	\$184,405	\$3,709	2.0%
Essex	4.864%	4.927%	\$102,077	\$98,429	\$51,069	\$51,734	\$153,146	\$150,164	\$2,983	2.0%
Kingsville	6.134%	6.193%	\$128,738	\$123,711	\$64,407	\$65,022	\$193,146	\$188,733	\$4,413	2.3%
Lakeshore	9.191%	9.023%	\$192,888	\$180,247	\$96,501	\$94,737	\$289,389	\$274,984	\$14,405	5.2%
LaSalle	8.283%	7.965%	\$173,843	\$159,110	\$86,973	\$83,627	\$260,817	\$242,737	\$18,080	7.4%
Leamington	5.944%	6.102%	\$124,759	\$121,909	\$62,417	\$64,075	\$187,176	\$185,983	\$1,192	0.6%
Peelee Island	0.296%	0.305%	\$6,221	\$6,102	\$3,112	\$3,207	\$9,333	\$9,310	\$23	0.3%
Tecumseh	8.354%	8.237%	\$175,339	\$164,545	\$87,722	\$86,484	\$263,061	\$251,029	\$12,031	4.8%
Windsor	50.959%	51.198%	\$1,069,502	\$1,022,806	\$535,069	\$537,583	\$1,604,570	\$1,560,389	\$44,182	2.8%
Totals	100%	100%	2,098,752	\$1,997,733	\$1,050,000	\$1,050,000	\$3,148,752	\$3,047,733	\$101,019	3.3%

2018 Budget available in full at www.erca.org



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

NOTICE OF MEETING TO CONSIDER THE ENGINEER'S REPORT

Drainage Act, R.S.O. 1990, c. D.17, s.42

To All Affected Property Owners:

In accordance with section 42 of the *Drainage Act*, you as an owner of land affected by the proposed drainage works for the **Loyst Drain** are requested to attend a council meeting to consider the final report filed with the Town of Kingsville for this drainage works.

If the share of the project cost assessed to your property is more than \$100, a copy of the report is included with this notice.

This meeting will take place:

Date: Monday, March 26, 2018 @ 7:00 p.m.
Location: Town of Kingsville Municipal Office
Address: 2021 Division Road North, Kingsville

Failure to attend meeting: If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the *Drainage Act*.

Activities at the meeting to consider the report:

- Usually the engineer will present a summary of the report to council
- Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law; they also have the option to refer the report back to the engineer for modifications.
- All property owners affected by the drain will have an opportunity to influence council's decision
- There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. *Drainage Act*, R.S.O. 1990, c. D. 17, s. 47-54.

Dated this 23rd day of February, 2018.

Ken Vegh

Ken Vegh, CRS
Drainage Superintendent
The Corporation of the Town of Kingsville

LOYST DRAIN

(Replacement Bridge for Todd Porter & Monica Totten)

Part Lot 264, Concession N.T.R.

Geographic Township of Gosfield North



TOWN OF KINGSVILLE

**2021 Division Road North
Kingsville, Ontario N9Y 2Y9
519-733-2305**

Rood Engineering Inc.

**Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621**

*REI Project 2016D049
January 9th, 2018*

January 9th, 2018

Mayor and Municipal Council
Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Mayor Santos and Members of Council:

**LOYST DRAIN
(Replacement Bridge for Porter & Totten, Parcel 590-07500)
Part Lot 264, Concession N.T.R.
Geographic Twp. of Gosfield North
Project REI2016D049
Town of Kingsville, County of Essex**

I. INTRODUCTION

In accordance with the instructions received from you by letter of August 4th, 2016, from your Drainage Superintendent, Ken Vegh, we have prepared the following report that provides for the construction of a replacement access bridge in the Loyst Drain. This proposed replacement bridge is intended to provide access to the residential lands owned by Todd Porter and Monica Totten, Parcel 590-07500 in Part Lot 264, Concession N.T.R., in the Geographic Township of Gosfield North. The Loyst Drain is an open drain with a number of access bridges. The drain was constructed pursuant to the Drainage Act. A plan showing the Loyst Drain alignment, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

Our appointment and the works related to the reconstruction of the above-mentioned access bridge in the Loyst Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010". We have performed all of the necessary survey, investigations, etcetera for the replacement bridge, as well as the Loyst Drain, and we report thereon as follows.

II. BACKGROUND

From our review of the Town's drainage files, we have determined that the Loyst Drain portion encompassing the affected bridge was last repaired under an Engineer's Report dated September

22nd, 1960 prepared by Wm. Colby, P.Eng. The work included in said report, under By-Law 382, consisted of repairs and improvements to the drain.

We also referred to the December 7th, 1993 report and plans by Lou Zarlenga, P.Eng. which provided a new Maintenance Schedule for the drain, to help us delineate the watershed for this current project. We have utilized the plans within said reports and the profile from the Colby report to establish the size parameters for the drain and the details to be used in establishing the replacement bridge culvert installation. We have also used these Engineers' reports to establish the drain profile grades, and to assist us in establishing the design grade for the subject access bridge installation. The Schedule of Assessment in the latest drainage report was used to establish the upstream watershed area and flows to be used in the design of the replacement access bridge.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the available drainage information and documentation provided by the Drainage Department, we arranged with Town staff to schedule an on-site meeting for July 27th, 2017. The following people were in attendance at said meeting: Monica Totten, Todd Porter, Walter Sinclair, Ed Fischer, Don Fischer, John Fittler, Elaine Stevenson, Becky & Doug McNames, Ken Vegh (Drainage Superintendent) and Gerard Rood (Rood Engineering).

Ken Vegh introduced the purpose of the on-site meeting. The Town has received a request for a new replacement bridge to serve the residential lands of Todd Porter & Monica Totten. Mr. Porter and Ms. Totten advised us that their parcel requires a replacement bridge to access the existing residential lands. The existing concrete bridge is narrow, spalling badly and has severely deteriorated abutments.

We advised the owners that the minimum standard top width for an access bridge is 6.10 metres (20 ft.) and that any extra length will be charged 100% to the land owner for construction and future maintenance. The owners agreed that a top width of 6.1 metres (20 ft.) will be sufficient and that the bridge centreline location will be aligned with the current bridge location. They were also advised that because the bridge is a replacement bridge, the cost of the new replacement access bridge construction, as well as all the cost for the preparation of the Engineer's Report would be shared by the abutting owner and upstream lands and roads. The sharing of cost will be as set out in the report. We went on to discuss that rip rap on filter cloth sloped ends would likely be the most economical end treatment, however concrete filled jute bag ends for the installation similar to the newer bridge downstream, or precast concrete block walls would be analyzed to determine whether it would be a more economical end treatment, and the Engineer would contact the owner to advise if there was a different more economical solution. A standard 5 metre turning radius will be provided at the gravel shoulder to enhance access across the bridge.

Ken Vegh explained to the affected owners that the Essex Region Conservation Authority (E.R.C.A.) wants replacement bridges to be like or better. Therefore, a concrete span bridge or pipe size with equivalent capacity may be needed for replacement. Additionally, it was explained that a 10 percent embedment was required by E.R.C.A. and Department of Fisheries and Oceans (D.F.O.) for any new pipe installations.

The utilities which may be affected by the bridge replacement were discussed. The phone cable runs along the east curb above the steel I-beam. The water meter is to the west of the hydro pole at the southwest corner of the bridge. The municipal number sign is at the southeast corner of the bridge. The mailbox is approximately 6.0m east of the existing driveway which should be sufficiently clear of the replacement bridge.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owners. They were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and E.R.C.A. We further discussed bridge maintenance, sizing, and material of the proposed bridge. We explained that the Town of Kingsville standard for pipe material is aluminized corrugated steel pipe that will approximately double the service life of the pipe at minimal extra cost.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including taking the necessary levels and details to establish the design parameters for the installation of this replacement access bridge.

A bench mark was established from the September 22, 1960 report on the Loyst Drain, by Wm. Colby, P.Eng., being the top centreline of the northeast curb of the concrete bridge over the Loyst Drain serving access to Municipal Number (MN) 116. We also surveyed the drain both upstream and downstream of the proposed replacement access bridge and picked up the existing benchmark, concrete bridges, and culvert elevations in order to establish a design grade profile for the installation of the replacement bridge. We also took cross-sections of the Loyst Drain at the general location of the proposed bridge, as necessary for us to complete our design calculations, estimates and specifications.

We reviewed the E.R.C.A. and D.F.O. Species at Risk mapping for fish and mussels and the Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any Department of Fisheries and Oceans (D.F.O.) requirements for work that would be proposed to be carried out on the Loyst Drain. A response from the Conservation Authority was received by email on July 21st, 2017 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk for this Class F Drain and find that there are no species indicated in the

vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) former agreement made with the Town pursuant to the Endangered Species Act, 2007. The Agreement plans indicate that snake species and turtles are a concern for this work area. The Agreement includes mitigation measures to be followed as outlined in "Schedule C Mitigation Measures" of the former agreement document and a copy of same as it relates to turtles and snakes is included herein in **Appendix "REI-B"**.

For the purposes of establishing the watershed area upstream of the proposed bridge, and determining the pipe size required, we investigated and reviewed the Engineer Reports of Wm. Colby, P.Eng., C.G.R. Armstrong, P.Eng., and Lou Zarlenga, P. Eng. on the Loyst Drain, and their respective Schedules of Assessment.

V. FINDINGS AND RECOMMENDATIONS

Prior to the preparation of our report, we reviewed the details of the bridge installation including the end treatment options based on the regulatory restrictions and the cost estimates that we were to review. Through our investigations, it was determined that the sloped end treatment was the most economical. We reviewed same with the owners at the on-site meeting, and we have proceeded with this option, along with the aluminized corrugated steel pipe, as also discussed at the on-site meeting.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owners, we would recommend that a replacement access bridge be constructed in the Loyst Drain at the location and to the general parameters as established in our design drawings attached herein.

During the course of our investigations, this drainage project was discussed and reviewed with E.R.C.A., to deal with any Authority and D.F.O. issues and comments related to this Municipal drain. In the interest of fish habitat and migration, D.F.O. requires that the invert of the new bridge culvert be embedded below the design or existing bottom of the drain a minimum of 10% of the pipe height to ensure a continued path for fish migration through the bridge culvert. Therefore, based on this, we have made provisions to set the invert of the proposed 2000mm diameter aluminized corrugated steel pipe culvert required for this bridge installation, at approximately 0.200 metres below the drain bottom design grade. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. The Loyst Drain is located within the Regulated Area and is under the jurisdiction of the E.R.C.A., and therefore all work has to comply with the current mitigation provisions of the E.R.C.A. and D.F.O. Details of these mitigation measures are included in the Specifications and **Appendix "REI-A"** forming part of this report.

As is now required under the new Endangered Species Act (E.S.A.) 2007 Provincial Legislation, we have reviewed the former M.N.R.F. agreement with the Town. The M.N.R.F. mapping has basically confirmed that there are no foreseen impacts to natural heritage features or endangered or threatened species on this project; therefore a permit or agreement under the E.S.A. 2007 is not necessary at this time. Because turtles and snakes are mobile and indicated as sensitive in the area, we have included herein a copy of the M.N.R.F. mitigation requirements for them in **Appendix "REI-B"**. We recommend that any work being completed shall be carried out in accordance with the **Schedule "C" Mitigation Plan** of the former agreement as included in **Appendix "REI-B"** for reference by the land owners, the Town of Kingsville, and the Contractor who will be conducting the works.

We find that all the work for the construction of the replacement bridge can be carried out from the road allowance and within the drain and immediate area of the bridge. We have provided for full restoration of all the work areas. Accordingly, we find that no allowances are necessary pursuant to Sections 29 and 30 of the Drainage Act for the construction work provided in this report.

Based on all of the above, we recommend that a replacement access bridge be constructed in the Loyst Drain to serve the residential lands of Todd Porter and Monica Totten, Parcel 590-07500 in Part of Lot 264, Concession N.T.R., former geographic township of Gosfield North at MN 122 North Talbot Road, Town of Kingsville. We further recommend that all work shall be done in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

VI. ESTIMATE OF COST

Our estimate of the total cost of this work including all incidental expenses is the sum of **TWENTY SIX THOUSAND NINE HUNDRED DOLLARS (\$26,900.00)**, made up as follows:

CONSTRUCTION

- Item 1) Provide all labour, equipment and material to construct a replacement access bridge consisting of 15.0 metres (49.2 ft.) of 2000mm diameter, 2.0mm thick, aluminized steel Type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugation profile, 9 corrugation wide aluminized bolted coupler, including sloped quarried limestone rip rap on filter cloth end treatments, granular bedding and backfill, granular approaches, tile diversions, removal and disposal of existing concrete structure and ancillary appurtenances,

excavation, compaction, cleanup and restoration, complete.

(Porter & Totten Bridge) Lump Sum \$ 18,700.00

Net H.S.T. (1.76%) \$ 330.00

TOTAL FOR CONSTRUCTION

\$ 19,030.00

INCIDENTALS

1) Report, Estimate, and Specifications \$ 2,200.00

2) Survey, Assistants, Expenses, Drawings,
Duplication Cost of Report and Drawings \$ 2,800.00

3) Estimated Cost of Preparing Tender Documents \$ 900.00

4) Estimated Cost of Construction Supervision
and Inspection (based on 1 day) \$ 1,000.00

5) Net H.S.T. on Items Above (1.76%) \$ 115.00

6) Estimated Cost of E.R.C.A. permit \$ 150.00

7) Estimated Contingency Allowance \$ 705.00

TOTAL FOR INCIDENTALS

\$ 7,870.00

TOTAL FOR CONSTRUCTION (brought forward)

\$ 19,030.00

TOTAL ESTIMATE

\$ 26,900.00

VII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached a design drawing for the construction of this replacement access bridge, along with a watershed plan illustrating the affected upstream lands and roads. The design drawing shows the subject bridge location and the details of the replacement access bridge installation. The design drawing is attached to the back of this report and labelled "Sheet No. 2 of 2" in **Appendix "REI-E"**. The watershed plan is labelled "Sheet No. 1 of 2" in the same appendix.

Also attached, we have prepared Specifications which set out the required construction details for the proposed replacement bridge installation, which also includes Standard Specifications within **Appendix "REI-C"**.

VIII. CONSTRUCTION SCHEDULE OF ASSESSMENT

We would recommend that all of the costs associated with the construction of this replacement access bridge, and the preparation of this Engineer's report, be assessed against the residential lands of Todd Porter & Monica Totten (590-07500), in Part of Lot 264, Concession N.T.R., and all of the upstream affected lands and roads in the Town of Kingsville. A Construction Schedule of Assessment has been prepared and included herein to indicate the lands and roads assessed for this replacement access bridge installation.

It has been clearly established that this replacement access bridge is being provided to serve as the access from North Talbot Road to an existing residential parcel. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that the upstream lands designated as Farm Property Tax Class will be eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project. Where a bridge structure has increased top width beyond the standard 6.10 metre (20.0 ft.) top width, all of the increased costs resulting from same would be assessed 100% to the Owner. This would be provided for in the cost sharing set out in the attached Schedule of Assessment.

IX. FUTURE MAINTENANCE

We recommend that the bridge structure as identified herein, be maintained in the future as part of the drainage works by the Town of Kingsville. We would also recommend that the bridge, for which the maintenance costs are to be shared with the upstream lands and roads within the watershed, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Should concrete, asphalt, or other decorative driveway surfaces over this bridge culvert require removal as part of the maintenance works, these surfaces shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guardrails, or other special features exist that will be impacted by the

maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface materials other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining Owner(s) served by said access bridge.

After the completion of all of the works included within this report, the access bridge within the Drain shall be maintained in the future by the Town of Kingsville. Furthermore, if any maintenance work is required to this access bridge in the future, we recommend that 36.7% of the future maintenance costs shall be assessed as a Benefit against the abutting property (Parcel 590-07500) being served by the access bridge, which is currently owned by Todd Porter & Monica Totten, in Part of Lot 264, Concession N.T.R., and the remaining balance of 63.3% be assessed pro-rata against the upstream lands and roads based on their Outlet Liability assessment in the attached Schedule of Assessment.

The above provisions for the future maintenance of this replacement access bridge, being constructed under this report, shall remain as aforesaid until otherwise determined under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



tm

att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
LOYST DRAIN
(Porter & Totten Bridge)
Town of Kingsville

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Afft'd	Acres Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
		County Road 34		2.430	6.00	County of Essex	\$ -	\$ 864.00	\$ -	\$ 864.00
		North Talbot Road		4.320	10.67	Town of Kingsville	\$ -	\$ 1,538.00	\$ -	\$ 1,538.00
		Inman Side Road		1.100	2.72	Town of Kingsville	\$ -	\$ 392.00	\$ -	\$ 392.00
		Road 7 East		0.150	0.37	Town of Kingsville	\$ -	\$ 53.00	\$ -	\$ 53.00
		Road 6 East		0.485	1.20	Town of Kingsville	\$ -	\$ 173.00	\$ -	\$ 173.00
Total on Municipal Lands.....							\$ -	\$ 3,020.00	\$ -	\$ 3,020.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Afft'd	Acres Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00520	STR	Pt Lot 259	0.89	0.360	0.89	Andreas & Elvira Miller	\$ -	\$ 36.00	\$ -	\$ 36.00
410-00650	STR	Pt Lot 260	1.14	0.461	1.14	Dale Chen	\$ -	\$ 43.00	\$ -	\$ 43.00
420-00700	NTR	Pt Lot 259	1.69	0.684	1.69	Ronald & Emily Hicks	\$ -	\$ 55.00	\$ -	\$ 55.00
420-00901	NTR	Pt Lot 260	1.10	0.445	1.10	Heinrich & Helena Redecop	\$ -	\$ 42.00	\$ -	\$ 42.00
420-02500	NTR	Pt Lot 263	0.48	0.194	0.48	Frank Shepley & Judith Pfohl	\$ -	\$ 45.00	\$ -	\$ 45.00
420-02701	NTR	Pt Lot 262	0.86	0.348	0.86	Chad & Sonya Bedal	\$ -	\$ 70.00	\$ -	\$ 70.00
420-02900	5	Pt Lot 16	2.00	0.809	2.00	Jack & Cheryl Robinson	\$ -	\$ 121.00	\$ -	\$ 121.00
480-00270	6	Pt Lot 16	0.55	0.223	0.55	Douglas & Ruby Cowell	\$ -	\$ 49.00	\$ -	\$ 49.00
480-00510	6	Pt Lot 16	0.46	0.186	0.46	Brian & Sharon Haggins	\$ -	\$ 45.00	\$ -	\$ 45.00
590-07500	NTR	Pt Lot 264	0.28	0.057	0.14	Todd Porter & Monica Totten	\$ 9,873.00	\$ 15.00	\$ -	\$ 9,888.00
Total on Privately Owned - Non-Agricultural Lands.....							\$ 9,873.00	\$ 521.00	\$ -	\$ 10,394.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Afft'd	Acres Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00400	STR	Pt Lot 259	49.80	10.117	25.00	Julius & Martha Illes	\$ -	\$ 328.00	\$ -	\$ 328.00
410-00600	STR	Pt Lot 260	65.95	20.234	50.00	Hillside Hothouse Limited	\$ -	\$ 655.00	\$ -	\$ 655.00
410-00800	STR	Pt Lot 260	53.95	3.237	8.00	John & Linda Upcott	\$ -	\$ 105.00	\$ -	\$ 105.00
420-00600	NTR	Pt Lot 259	50.00	4.047	10.00	John Sinclair	\$ -	\$ 131.00	\$ -	\$ 131.00
420-00800	NTR	Pt Lot 259 & 260	125.29	42.221	104.33	Richard & Jennifer Hicks	\$ -	\$ 1,708.00	\$ -	\$ 1,708.00
420-00900	NTR	Pt Lot 260 & 261	49.00	18.656	46.10	Gordon Daniher	\$ -	\$ 604.00	\$ -	\$ 604.00
420-01000	NTR	Pt Lot 261	21.00	6.475	16.00	John & Linda Upcott	\$ -	\$ 210.00	\$ -	\$ 210.00
420-01100	NTR	Pt Lot 261	59.01	9.915	24.50	Jeffrey & Stewart Stevenson	\$ -	\$ 321.00	\$ -	\$ 321.00
420-01200	NTR	Pt Lot 261	115.00	32.375	80.00	Roger & Bonita Moore	\$ -	\$ 1,048.00	\$ -	\$ 1,048.00
420-02400	NTR	Pt Lot 263	47.90	4.280	10.58	Kelly Armstrong	\$ -	\$ 277.00	\$ -	\$ 277.00
420-02450	NTR	Pt Lot 263	49.42	20.000	49.42	Linda & Henry Armstrong	\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
420-02600	NTR	Pt Lot 262	50.00	10.522	26.00	James Stevenson	\$ -	\$ 681.00	\$ -	\$ 681.00
420-02700	NTR	Pt Lot 262	49.14	10.578	26.14	Wanda Stevenson	\$ -	\$ 685.00	\$ -	\$ 685.00
420-02800	5	Pt Lot 16	16.60	6.718	16.60	Faye DeVries	\$ -	\$ 435.00	\$ -	\$ 435.00
420-03000	5	Pt Lot 17	92.26	6.455	15.95	Delellis Farms Limited	\$ -	\$ 418.00	\$ -	\$ 418.00
480-00300	6	Pt Lot 16	55.94	5.145	12.71	Douglas & Ruby Cowell	\$ -	\$ 333.00	\$ -	\$ 333.00
480-00400	6	Pt Lot 16	39.60	4.047	10.00	405851 Ontario Limited	\$ -	\$ 262.00	\$ -	\$ 262.00
480-00500	6	Pt Lot 16	49.54	5.463	13.50	Raymond & Brian Haggins	\$ -	\$ 354.00	\$ -	\$ 354.00
590-00100	NTR	Pt Lot 264	72.75	10.927	27.00	Thomas & Carole Boyd	\$ -	\$ 707.00	\$ -	\$ 707.00
590-00300	NTR	Pt Lot 264	45.90	3.238	8.00	Gordon Daniher	\$ -	\$ 210.00	\$ -	\$ 210.00
590-07600	NTR	Pt Lot 264	26.55	8.596	21.24	Patrick Gaspar	\$ -	\$ 557.00	\$ -	\$ 557.00
590-07700	NTR	Pt Lot 264	51.30	20.760	51.30	Robert Boyd	\$ -	\$ 1,344.00	\$ -	\$ 1,344.00
Total on Privately Owned - Agricultural Lands (grantable).....							\$ -	\$ 12,668.00	\$ -	\$ 12,668.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Afft'd	Acres Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00510	STR	Pt Lot 259	48.85	19.769	48.85	John & Jennifer Fittler	\$ -	\$ 640.00	\$ -	\$ 640.00
480-00301	6	Pt Lot 16	29.4	2.746	6.79	Richard & Debra Cowell	\$ -	\$ 178.00	\$ -	\$ 178.00
Total on Privately Owned - Agricultural Lands (non-grantable).....							\$ -	\$ 818.00	\$ -	\$ 818.00
TOTAL ASSESSMENT				298.77	738.27		\$ 9,873.00	\$ 17,027.00	\$ -	\$ 26,900.00

1 Hectare = 2.471 Acres
Project No.REI2016D049
January 9th, 2018

SPECIFICATIONS

LOYST DRAIN

Replacement Bridge for Todd Porter & Monica Totten

(Geographic Township of Gosfield North)

TOWN OF KINGSVILLE

I. GENERAL SCOPE OF WORK

The Contractor shall provide all material, labour, and equipment to construct a new replacement access bridge for the Porter & Totten Parcel located at Municipal Number 122, North Talbot Road consisting of 15.0 metres (49.2 ft.) of 2000mm diameter, 2.0mm thick, aluminized steel Type II corrugated Hel-Cor pipe with 125mm x 25mm corrugations and rolled annular ends in the Loyst Drain. The replacement access bridge shall be constructed so that the northwest end of the new pipe is set 4.0 metres northwest of the hydro pole located on the Porter & Totten Parcel. This location shall be the exact designated location of this access bridge culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the replacement access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary work shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Bench Mark has been set near the proposed access bridge so that same can be utilized for the setting of the new bridge culvert invert grades. The **Bench Mark** is described in the detail plan for the bridge culvert installation along with its elevation.

The bridge replacement shall be of the size, type, depth, etcetera, as is shown in the accompanying drawings, as determined from the Bench Marks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The Contractor shall ensure that sediment and erosion control provisions, set out further in these specifications and in **Appendix "REI-A"**, are followed. Work shall be scheduled so that it can be completed in the dry and when there is no risk of a rain event that might exceed the capacity of the water control system that the Contractor employs. Any damming of the drain will be done on the upstream side in accordance

with the provisions set out in **Appendix "REI-A"**. The Contractor will be required to carry out a fish salvage operation if there is water in the drain when the work is being done. Details for the fish salvage are set out in **Appendix "REI-A"**. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix "REI-A"**.

The Contractor is to review **Appendix "REI-A"** in detail and is required to comply in all regards with the contents of said E.R.C.A. and D.F.O. measures, and follow the special requirements therein included during construction.

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources & Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. "Endangered Species Act, 2007" former agreement with the Town and a self-assessment by the Town. The Loyst Drain is a Class F drain under the D.F.O. sensitive area mapping which shows no species at risk. Snake species including Butler's Garter Snake and Eastern Foxsnake are indicated to be endangered or threatened, respectively on the agreement plans for this site. In addition, the former Agreement identifies the Spotted Turtle as endangered and the Spiny Softshell, Blanding's Turtle and Eastern Musk Turtle as threatened. Because turtles and snakes are mobile and indicated as sensitive and endangered in the area, we have also included herein a copy of the M.N.R.F. mitigation requirements for them in Schedule 'C' of the agreement which has provisions to protect them and mitigate any impacts. A copy of the former agreement mitigation provisions are included within **Appendix "REI-B"**.

The Contractor is to review **Appendix "REI-B"** in detail and is required to comply in all regards with the contents of said M.N.R.F. measures, and follow the special requirements therein included during construction. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F. and provide all the equipment necessary for handling the species and cooperate fully with the Town and M.N.R.F. staff in the handling of the species.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary equipment and materials outlined in the **"SCHEDULE C MITIGATION PLAN"** to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. staff in the proper handling of the endangered species as outlined in the **"MITIGATION PLAN"**, and as may be further directed by the Drainage Superintendent or the M.N.R.F., and shall govern all its operations accordingly.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the southwesterly side of North Talbot Road. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveway as necessary to carry out the removal of the existing access bridge and to construct the new replacement access bridge, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridge to carry out the required construction of the removal and new structure installation and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close North Talbot Road for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Kingsville Works Department.

V. BRIDGE CONSTRUCTION

When completed, the replacement access bridge along the centreline of the new culvert shall have a total top width, including the top width of the quarried limestone on filter cloth end walls, of approximately 7.8 metres (25.6 ft.) and a travelled driveway width of 6.7 metres (22.1 ft.). The quarried limestone on filter cloth end wall protection shall be installed on a slope no steeper than 1.5 horizontal to 1.0 vertical, and shall extend from the end of the new aluminized corrugated steel Hel-Cor pipe to the top elevation of the driveway.

The aluminized corrugated steel Hel-Cor pipe to be provided for this project is to be supplied as no more than two (2) approximately equal lengths of pipe for the bridge and shall not be less than 3.0 metres, which are to be coupled together with the use of a 2.0mm thick, 9-C aluminized corrugated steel bolted coupler, secured in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference so that it extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints. Under no circumstance shall the access culvert for the bridge be provided with more than two (2) lengths of pipe. The corrugated steel pipe to be utilized for this bridge installation must be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall also note that the placement of the new replacement access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary

to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the bridge pipe and for a distance of 3.05 metres (10.0 ft.) both upstream and downstream of said pipe. The Contractor shall note that the pipe inverts are set at least 10% of the pipe diameter (or the pipe rise) below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O. and to meet the minimum cover requirements for the pipe. The design parameters of the Loyst Drain at the location of this new replacement access bridge installation consists of a 0.91m (3.0 ft.) bottom width, 0.10% grade, and 1.5 horizontal to 1.0 vertical sideslopes.

The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also be required to dispose of all excavated and deleterious materials, including the concrete deck and abutments, and steel I-Beams, as well as any grubbed out materials, to a site to be obtained by it at its own expense. During the excavation and removal works, the Contractor shall protect the existing utilities located adjacent to and on the existing access bridge. The Contractor shall note that the survey indicates that the existing drain bottom is slightly above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe, extending from the bottom of the excavation to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The installation of the complete length of the replacement access bridge culvert, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this replacement access bridge is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the new aluminized corrugated steel pipe has been satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The end slopes of the backfill material over the corrugated steel pipe from the invert of said pipe to the top of driveway elevation shall be quarried limestone on filter cloth erosion protection. The end walls shall be extended around onto the drain banks in line with the end of the bridge culvert pipe, all as shown on the plans included in **Appendix "REI-E"**.

The Contractor shall also perform the necessary excavation to extend the width of the driveway from the southwest top of bank of the drain to the northeast limit of the roadway granular. This driveway approach from the existing edge of granular to approximately the southwest top of

bank shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert top, and include a gore section at the roadside curved protection with a 5.0m radius to the edge of the roadway granular, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1.0m beyond the southwest top of bank as shown on the plans. The pipe shall have a minimum of 336mm of cover, and be uniformly graded down to the existing driveway level from the existing road edge level.

Once the new corrugated steel pipe has been set in place at the required location, the Contractor shall completely backfill same with granular material, and install the quarried limestone on filter cloth protection on both ends of the bridge. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 2), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped quarried limestone end protection installation shall restore the adjacent areas to their original or better conditions.

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "REI-C"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each end of the driveway entrance. All work shall be completed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2, Item 3, and Item 4 of the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of these specifications and labelled **Appendix "REI-C"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **"Typical Quarried Limestone End Protection Detail"** also in **Appendix "REI-C"**.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Consulting Engineer during construction.

In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Aggregates Amherst Quarries, in Amherstburg, Ontario, or equal.

The corrugated steel pipe for this installation shall be provided with a depth of cover measured from the top of the corrugated steel pipe to the top of the granular backfill of approximately 0.336m (13.2") for the new bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Also, for use by the Contractor, we have established a Bench Mark near the site. This Bench Mark is the *"top of nail on northeast face of hydro pole located on the southwest side of North Talbot Road fronting MN 122"*, with same being **Elevation 196.239 metres**. The new pipe culvert and the backfilling are to be placed on the following basis:

- i) The **southeast (upstream) invert** of the proposed bridge culvert is to be set at Elevation **193.864** metres.
- ii) The **northwest (downstream) invert** of the proposed bridge culvert is to be set at Elevation **193.849** metres.
- iii) The centreline of driveway for this bridge installation shall be set to approximately match the Elevation at the existing gravel edge, Elevation **196.250** metres at the culvert pipe centreline, and Elevation **196.050** metres at approximately 1 metre southwest of the southwest top of bank to match to the existing driveway grade. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

As a check, all of the above design grade elevations should be confirmed before commencing to the next stage of the new access bridge installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Bench Mark provided for the site.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the road as noted on the plans. The Contractor shall provide a 5.0

metre radius on each side of the entrance and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends and swales which conflict with the bridge installation. All existing lateral tile drain and swales, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "REI-C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint.

The Contractor is to note that the granular driveway approaches extending from the existing edge of roadway granular to the southwest top of bank of the drain shall consist of granular material M.T.O. Type "A" O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12"), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 98%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas. The Contractor will be responsible to restore any damage caused to the roadways at its cost. All damaged hard surface roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work. The extent of the repairs shall be established in consultation with the Town Drainage Superintendent, the Road Authority, and the Consulting Engineer and the repairs shall be completed to their full satisfaction.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

VI. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Kingsville and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Kingsville or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor

shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.

- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$2,000,000.00 on this project, and shall name the Town of Kingsville and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.

- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
 - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
 - ii) proof of advertising
 - iii) a Statutory Declaration, in a form satisfactory to the Consulting Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

- The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its' subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee CCDC2 shall govern and be used to establish the requirements of the work.

APPENDIX "REI-A"

STANDARD E.R.C.A. AND D.F.O.
MITIGATION REQUIREMENTS

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window will require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.

SECTION II
SPECIFICATIONS
FOR FISH SALVAGE

GENERAL
SECTION 201

The Work shall include the capture, salvage and release of fish that are trapped or stranded as the result of the Contractor's operations, at locations identified in the Fish Salvage Plan, and in co-operation with the Essex Region Conservation Authority (E.R.C.A.).

Fish capture shall be performed prior to dewatering, and in such manner that will minimize the injury to the fish.

MATERIALS
SECTION 202

All materials required for fish capture, salvage and release shall be supplied by the Contractor.

CONSTRUCTION
SECTION 203

The Contractor shall not commence any fish capture, salvage and release work until the Fish Salvage Plan has been accepted by the Consultant and the Conservation Authority. All work shall be performed in accordance with the Fish Salvage Plan unless otherwise determined by the Consultant or the Conservation Authority.

The Contractor shall ensure an ice-free pool is maintained throughout all fish capture and release operations.

All fish shall be captured within the area specified, and released at an acceptable location in the downstream water body. Fish shall be captured by electro fishing, netting, seining, trapping, or other method acceptable to the Consultant and/or the Conservation Authority.

MEASUREMENT AND PAYMENT
SECTION 204

Payment for this Work will be made at the lump sum price bid for "Fish Capture and Release". The lump sum price will be considered full compensation for all labour, materials, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the Consultant.

Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

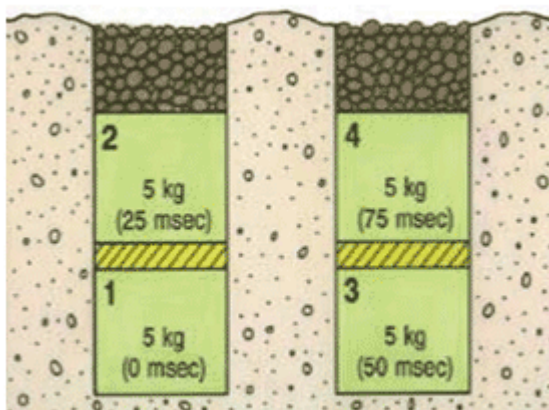
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
 - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
 - Repairs to erosion and sediment control measures and structures if damage occurs.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:
2013-11-25

Gmail

Gerard Rood <gerard.reinc@gmail.com>

Loyst Drain - Bridge for Porter & Totten - Notice of Site Meeting1 message

Cynthia Casagrande <CCasagrande@erca.org>

Fri, Jul 21, 2017 at 3:37 PM

To: Ken Vegh <kvegh@kingsville.ca>

Cc: Diane Broda <dbroda@kingsville.ca>, Gerard Rood <gerard@roodengineering.ca>, Dan Jenner <DJenner@erca.org>

Dear Ken:

This office acknowledges receipt of the Notice of Site Meeting scheduled for July 27, 2017 regarding the proposed bridge for Porter and Totten over the Loyst Drain. Unfortunately, we are unable to attend this meeting.

A review of our floodplain mapping for the Loyst Drain indicates that this drain is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

At this time, we do not expect that there will be any extraneous comments or concerns with respect to this project. However, we cannot be more specific in this regard without an actual proposal to review.

With respect to Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works to the Loyst Drain will need to be self-assessed by you, the proponent, through the DFO website at <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>. Through the self-assessment process, you will be able to determine if these works require a formal authorization under the *Fisheries Act*.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

**Cynthia Casagrande**

Regulations Coordinator

Essex Region Conservation Authority

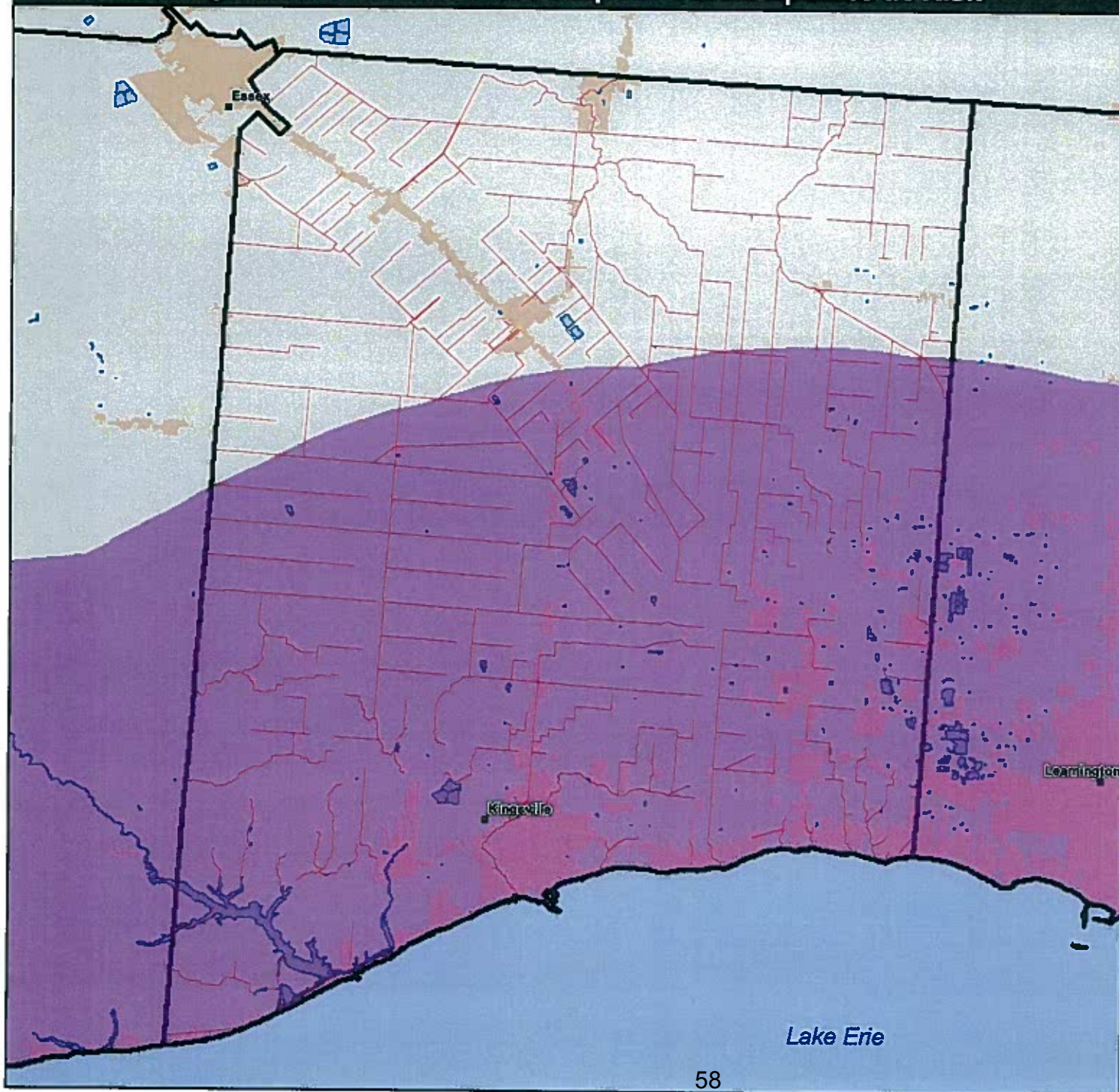
360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

 [\(519\) 776-5209, Ext. 349](tel:(519)776-5209)

APPENDIX "REI-B"

Town of Kingsville: Sensitive Areas Map for Turtle Species at Risk



LEGEND



- Sensitive Areas for Turtle SAR
- Municipal Drains
- Conservation Authority**
 - Essex Region
- Subwatershed Boundaries
- Municipal Boundaries
- First Nations Territories
- Urban Area



SCALE: 1:110,000



UTM NAD83 CNT Zone 17.

Base data derived from the Natural Resource Values Information System (NRVIS). Sensitive Areas based on data from NRIS. Subwatershed Boundaries provided by Conservation Authorities.

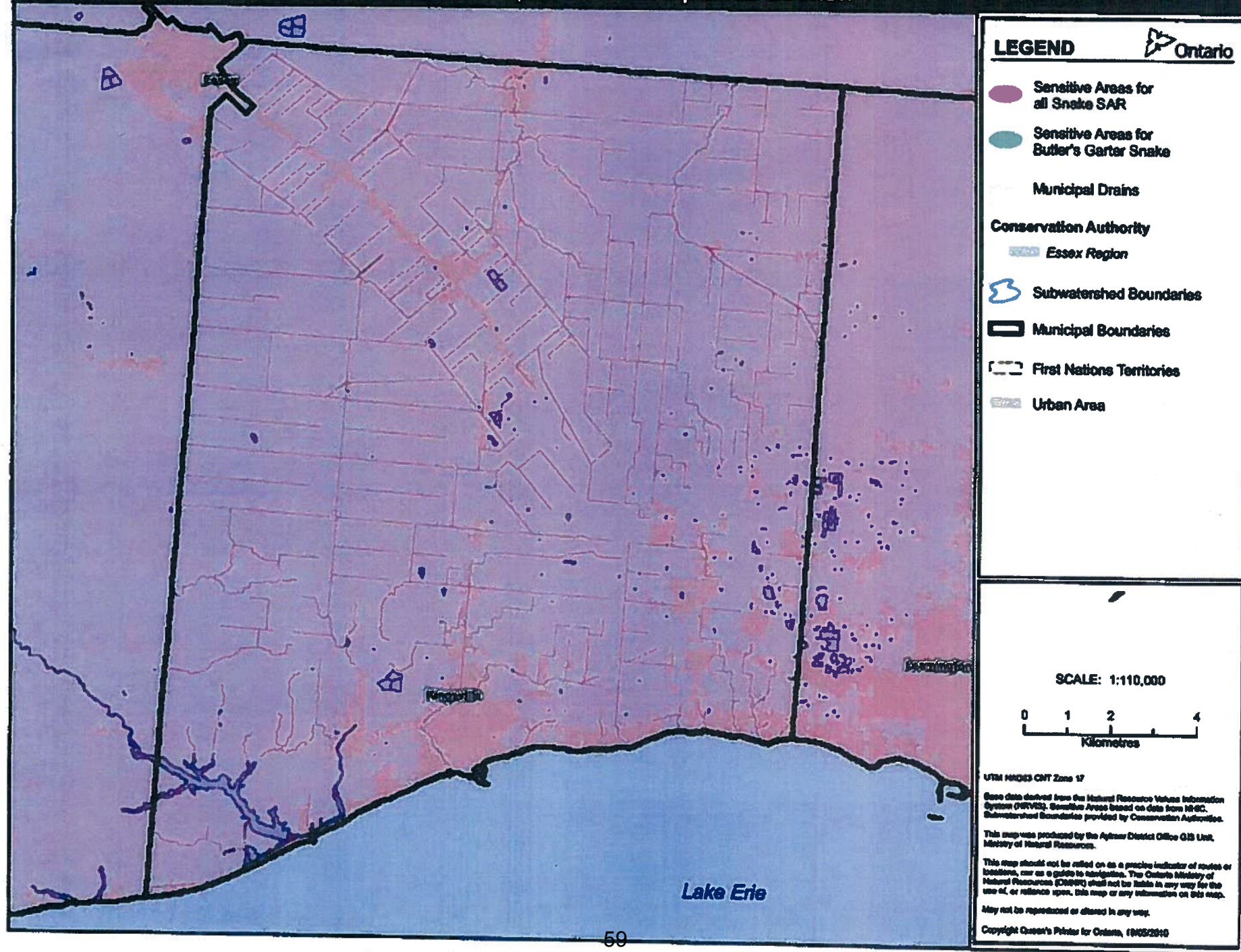
This map was produced by the Aylmer District Office GIS Unit, Ministry of Natural Resources.

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Natural Resources (OMNR) shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

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Town of Kingsville: Sensitive Areas Map for Snake Species at Risk



13. Measures for Encounters with Turtles Outside of a Sensitive Period

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
 - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
 - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
 - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured individuals Outside of a Sensitive Period

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
 - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
 - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
 - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
 - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
 - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
 - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
 - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;

- (d) ensure that the Holding Tub with the captured Injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

- 20.1.** Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (Including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 18;
 - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
 - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
 - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
 - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

- 21.1.** Where uninjured individuals are captured under section 20.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.

- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide Information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased Individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
 - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
 - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
 - (d) not use any broad spectrum herbicides in Sensitive Areas; and
 - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
 - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
 - (ii) working around trees,

Seasonal Timing Windows Chart

Date Codes		Monthly Intervals: E=Early(days 1-10); M=Middle(days 11-20); L=Late(days 21-31)																											
Dates		Jan	Feb	Mar			Apr			May			Jun			Jul			Aug			Sept			Oct			Nov	Dec
Taxa/Common Name				E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L		
Aquatic Species																													
Fish		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required (regardless of time of year)																											
Mussels		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required (regardless of time of year)																											
Turtles																													
Fowler's Toad																													
Jefferson Salamander																													
Terrestrial Species																													
Snakes - Hibernation																													
Snakes - Staging																													
Butler's Gartersnake - Hibernation																													
Butler's Gartersnake - Staging																													
Herbaceous Plants																													
Birds																													
NOT a Sensitive Time		IF NO Sensitive Areas Identified on Maps THEN NO Prior Notification to the MNR is required																											
Sensitive Time		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required																											
On-site Consultation		IF in a Highly Sensitive Area (e.g., a known hibernacula) THEN On-site consultation with the MNR is required																											
Staging refers to the time just after emergence from hibernation in the spring and the period of time just before hibernation in the fall.																													

Staging refers to the time just after emergence from hibernation in the spring and the aggregation of individuals in the fall just prior to entering into hibernation sites.

SCHEDULE C
MITIGATION PLAN

The Mitigation Plan shall be in effect until June 30, 2015.

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

PART A. DEFINITIONS

1. Definitions:

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at www.dfo-mpo.gc.ca, which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at www.dfo-mpo.gc.ca, that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;

"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

- 1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS

2. Process Charts

- 2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

3. Review of Documentation

- 3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:
 - (a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;
 - (b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;
 - (c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and
 - (d) the Process Charts to determine if prior notification is required;
 - (e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.
- 3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

4. Sensitive Areas Maps

- 4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

5. Prior Notification to Seek Direction

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:

- (a) in a place;
- (b) at a time; or
- (c) in a manner,

that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

- 5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:
- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*; or
 - (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.
- 5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

6. General Mitigation Measures

- 6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:
- (a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;
 - (b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and
 - (c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:
 - (i) Beaver Dam Removal;
 - (ii) Bridge Maintenance;
 - (iii) Culvert Maintenance;
 - (iv) Isolated Pond Construction;
 - (v) Maintenance of Riparian Vegetation in Existing Right of Ways; and
 - (vi) Temporary Stream Crossing.

PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS

ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES

7. Activities undertaken in Sensitive Areas for Fish

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall contact the MNR to seek further direction.
- 7.2. Section 7.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES

8. Activities undertaken in Sensitive Areas for Mussels

- 8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall contact the MNR to seek further direction.
- 8.2. Section 8.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

- 9.1. The Municipality will ensure any person:
 - (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles

- 10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
 - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
 - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
 - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and

- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

11. Measures for Encounters with Turtles During a Sensitive Period

11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
- (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
- (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

12. Measures for Encounters with Turtles Laying Eggs or Nest Sites

12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:

- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
- (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
- (c) store all captured injured individuals and collected eggs out of direct sunlight;
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
- (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

13. Measures for Encounters with Turtles Outside of a Sensitive Period

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
 - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
 - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
 - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured Individuals Outside of a Sensitive Period

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
 - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
 - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
 - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
 - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
 - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
 - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
 - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;

- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

- (a) follow the requirements in section 16;
- (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
- (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
- (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
- (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
- (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

21.1. Where uninjured individuals are captured under section 20.1, they shall be released:

- (a) within 24 hours of capture;
- (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
- (c) in an area that will not be further impacted by the undertaking of any Activity; and
- (d) not more than 250 metres from the capture site.

- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken In Sensitive Areas for Herbaceous Plants

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
 - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
 - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
 - (d) not use any broad spectrum herbicides in Sensitive Areas; and
 - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
 - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
 - (ii) working around trees,

APPENDIX "REI-C"

STANDARD SPECIFICATIONS **FOR ACCESS BRIDGE CONSTRUCTION**

1. CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the new pipe in place, it shall completely backfill same and install new concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 25 Mpa at 28 days and shall include 6% \pm 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 500mm (20") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Town Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Town Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, the Engineer and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

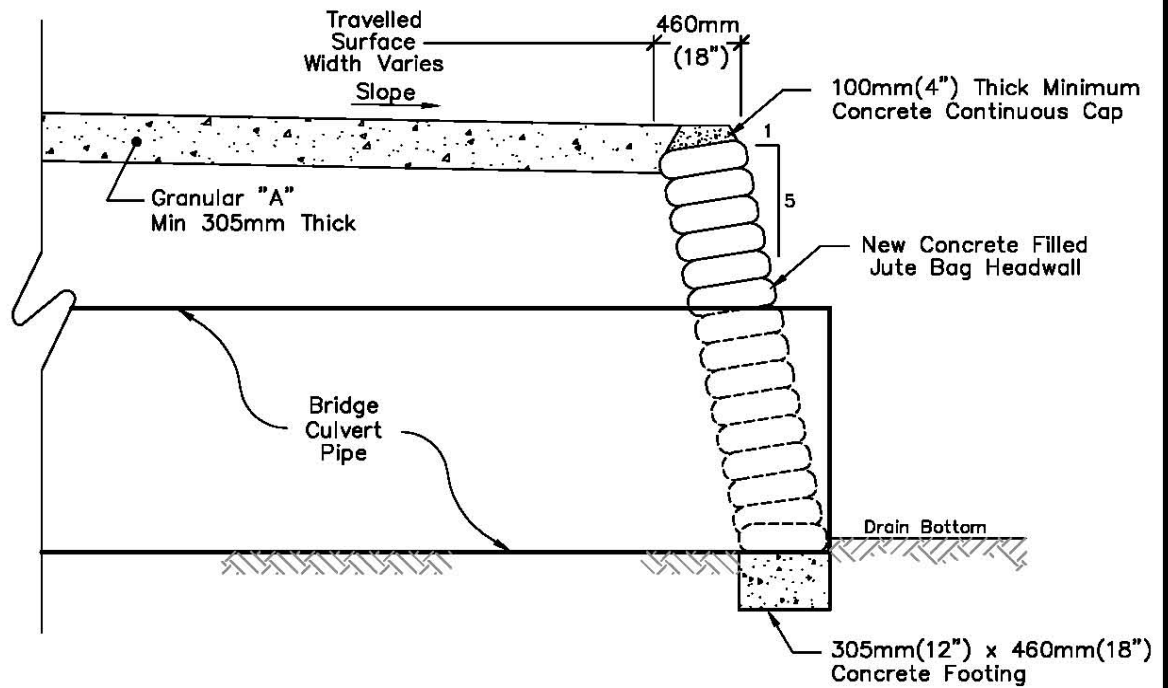
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations.

Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

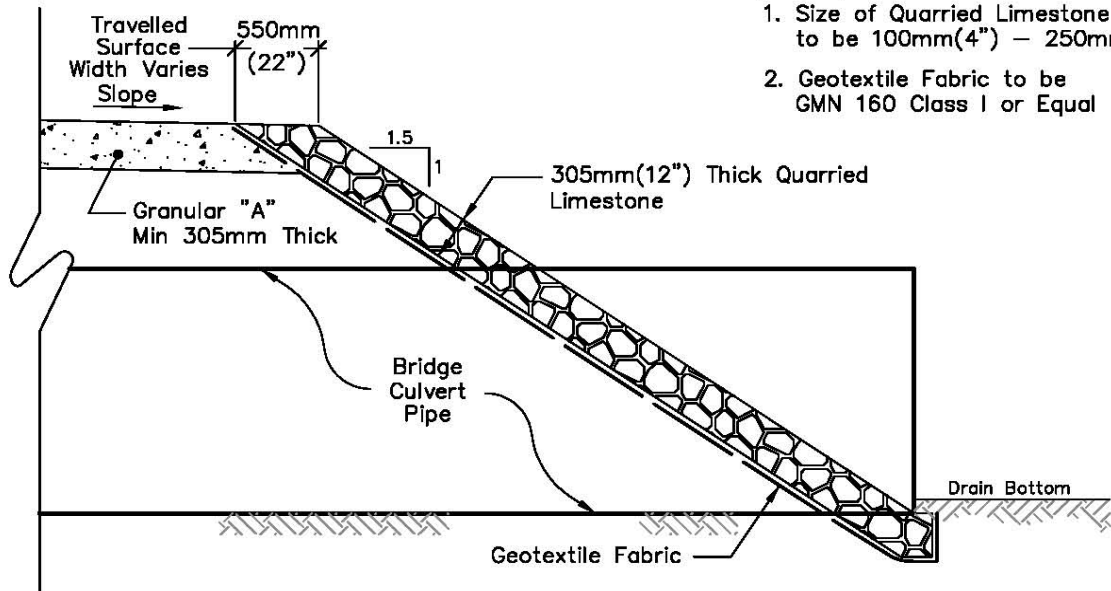
All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Town Drainage Superintendent and Engineer.



Typical Jute Bag Headwall

NOTE:

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal



Typical Quarried Limestone End Protection

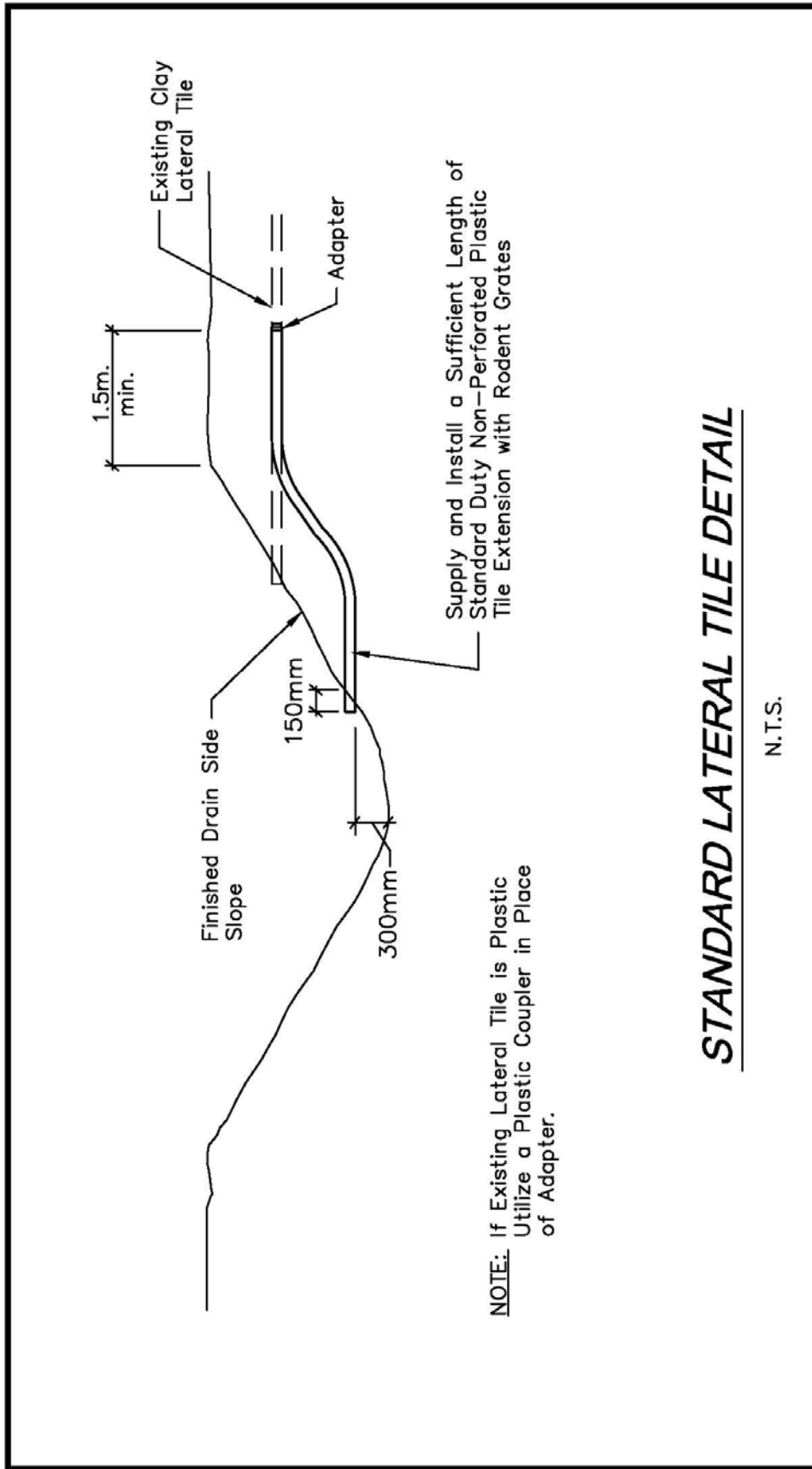
Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621





Block Headwall Installation Instructions for Culverts

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with ¾" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

APPENDIX "REI-D"

NO INFORMATION FOR THIS PROJECT

APPENDIX "REI-E"

WATERSHED & KEY PLAN
OF THE
LOYST DRAIN
(Porter & Totten Bridge)
(Geographic Township of Gosfield North)
IN THE
TOWN OF KINGSVILLE
IN THE
COUNTY OF ESSEX • ONTARIO



**ROAD
ENGINEERING
INC.**
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

DATE: January 9th, 2018

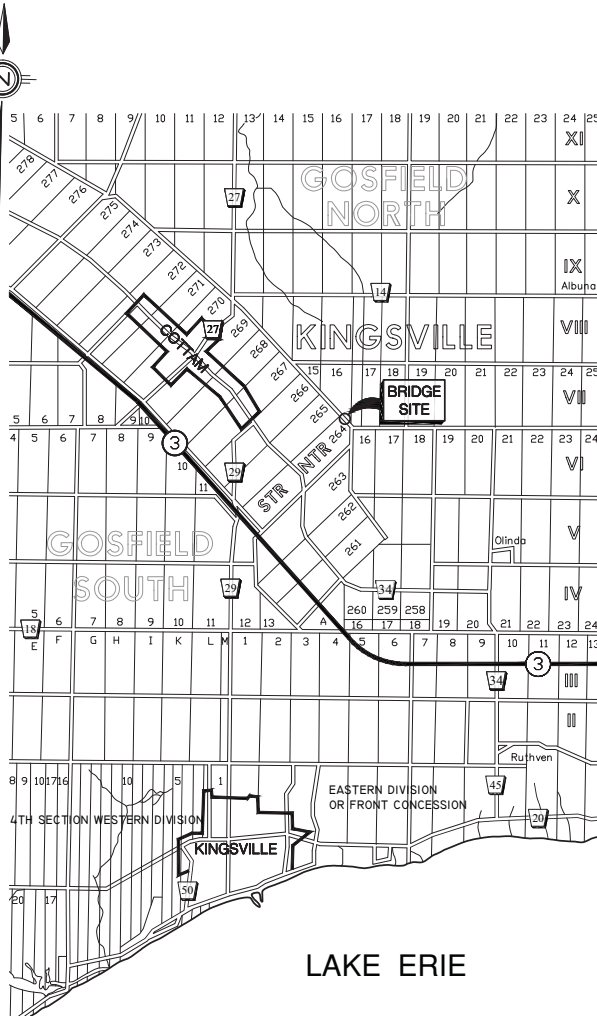
TOWN OF KINGSVILLE

MAYOR: NELSON SANTOS
CLERK: JENNIFER ASTROLOGO
DRAINAGE
SUPERINTENDENT: KEN VEGH

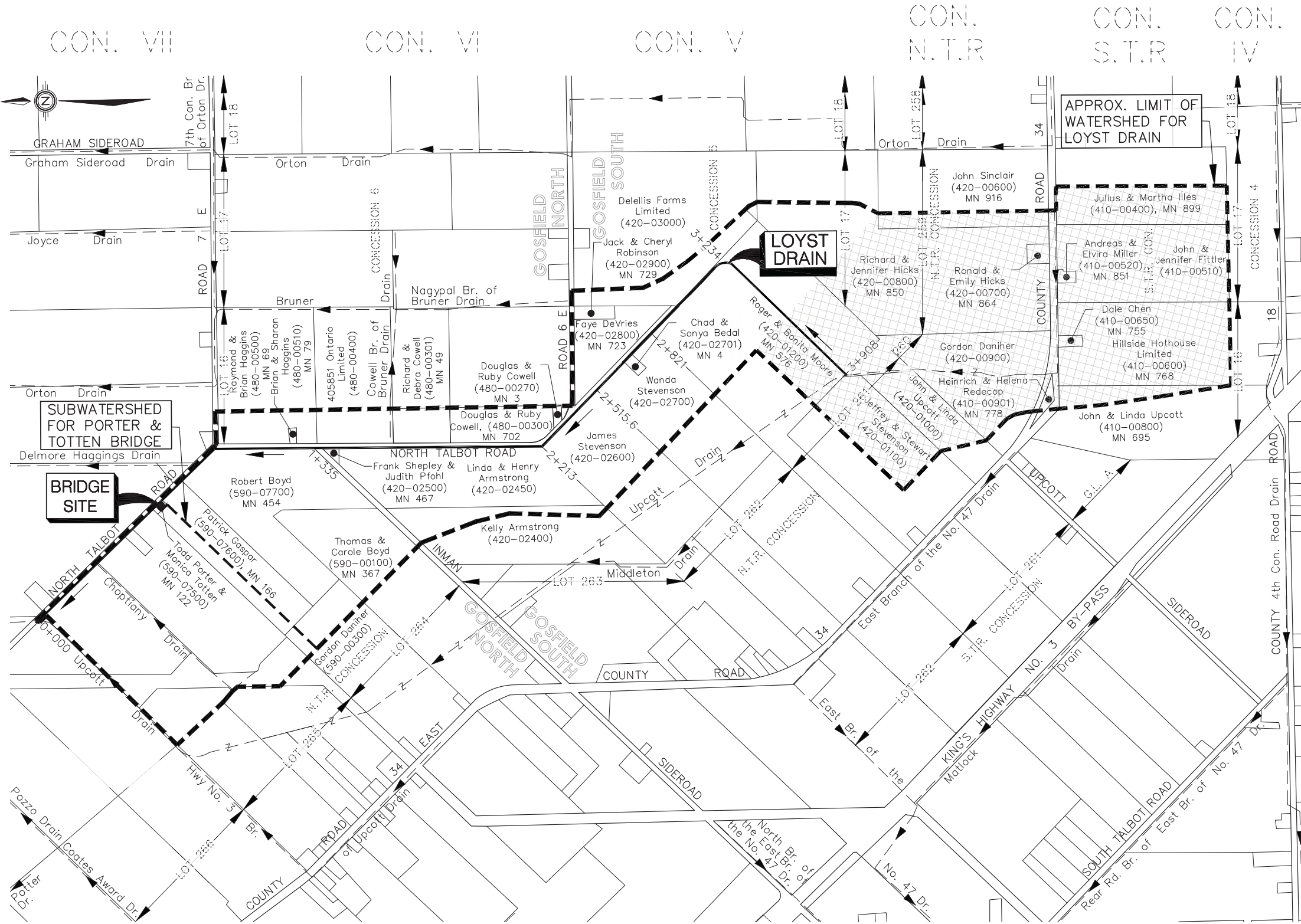
BENCHMARKS:

TOP OF NAIL ON NORTHEAST SIDE OF HYDRO POLE
LOCATED ON SOUTHWEST SIDE OF NORTH TALBOT ROAD
FRONTING MN 122.

ELEV. = 196.239m



KEY PLAN
Scale = 1:20,000

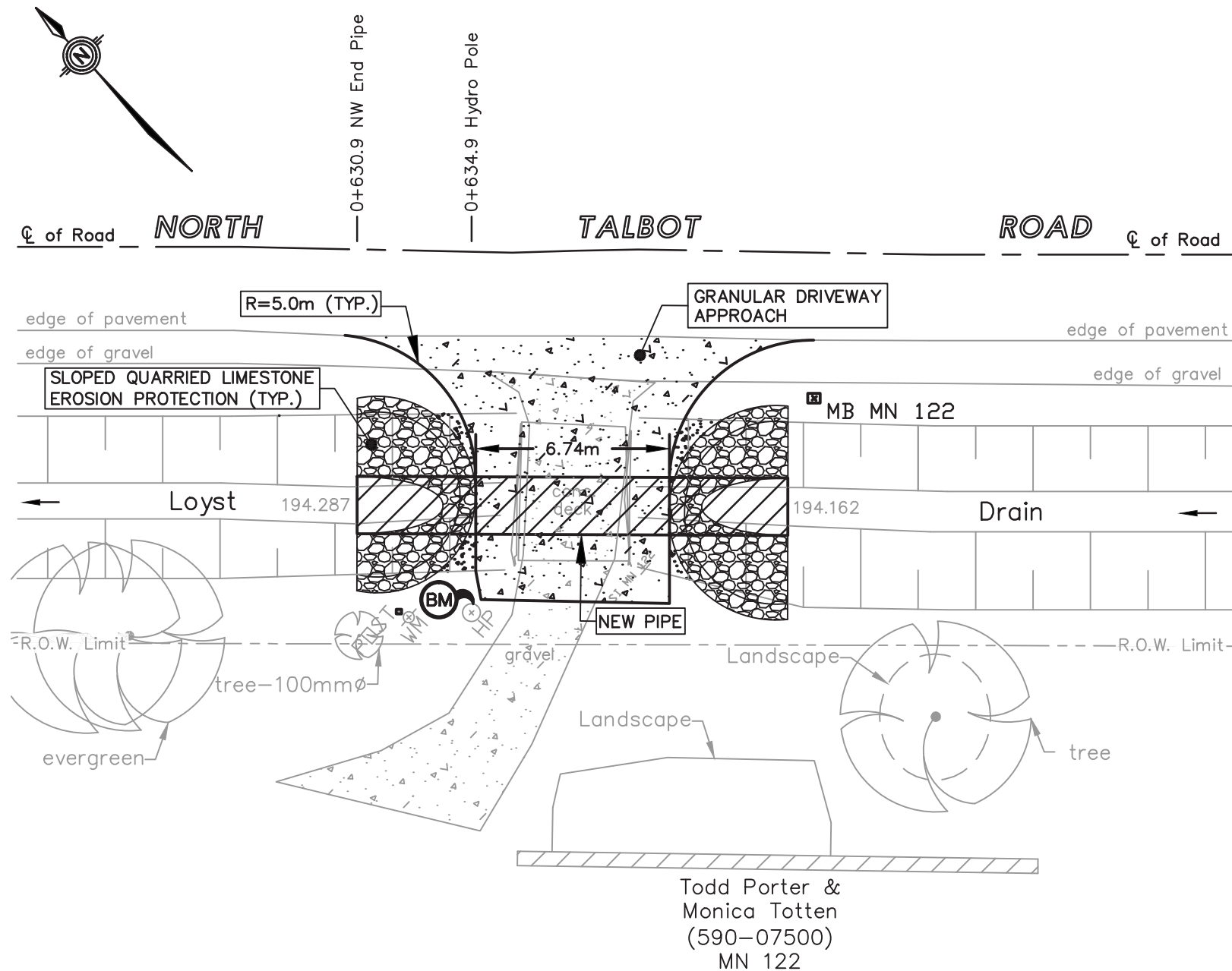


WATERSHED PLAN
Scale = 1:8,000

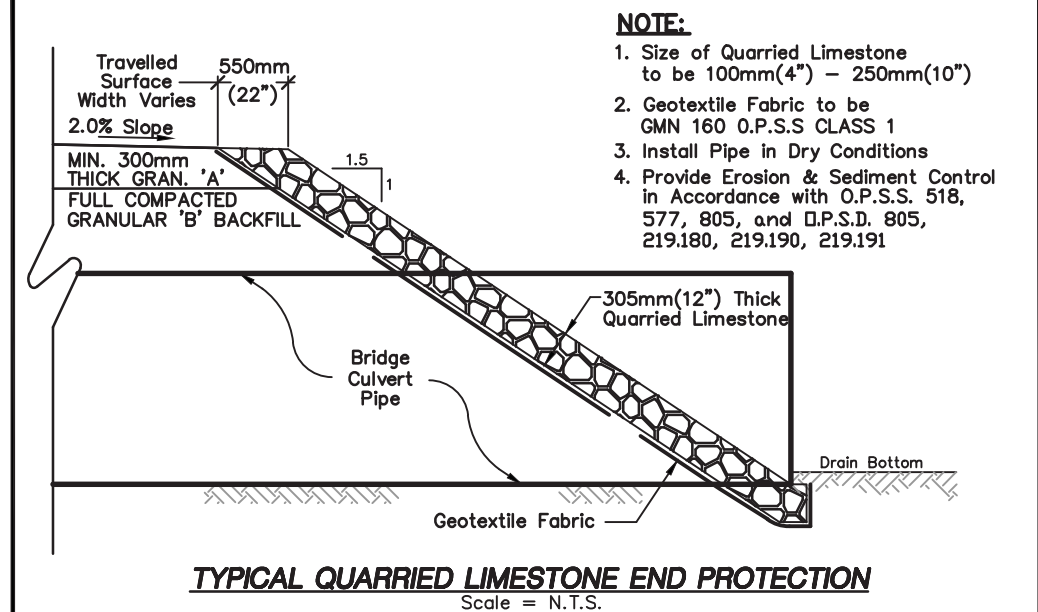
DENOTES PORTION OF DRAINAGE
AREA SERVED BY BOTH THE
LOYST DRAIN AND THE UPCOTT
DRAIN

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

DRAWN BY: K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D049.DWG
FILE No.: SHEET No.:
REI2016D049 1 OF 2



BRIDGE PLAN
SCALE = 1:200



KEY PLAN
Scale = 1:50,000

BENCHMARK:

TOP OF NAIL ON NORTHEAST SIDE OF HYDRO POLE
LOCATED ON SOUTHWEST SIDE OF NORTH TALBOT ROAD
FRONTING MN 122.
ELEV. = 196.239m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
2000mm ϕ	15.0m (49.21 FT.)	2.0 mm (14 GA.)	125x25mm (5.0"x 1.0")	ALUMINIZED CSP	UPSTREAM INV. (SE)= 193.864m DOWNSTREAM INV. (NW)= 193.849m CL TOP OF DRIVEWAY= 196.250m DRAIN GRADE= 0.10%

LOYST DRAIN
BRIDGE FOR TODD PORTER & MONICA TOTTEN (590-07500)
(GEOGRAPHIC TOWNSHIP OF GOSFIELD NORTH)
IN THE
TOWN OF KINGSVILLE
IN THE
COUNTY OF ESSEX • ONTARIO



ROOD ENGINEERING INC.
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

DATE: 2018-01-09
FILE No.: 2016D049
DRAWN BY: K.S.
PLOT CODE: 1:1
FILE: REI2016D049.DWG
SHEET NO: 2 OF 2

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 25-2018

*Being a by-law to provide for the construction of
a replacement bridge over the Loyst Drain
Owner: Todd Porter & Monica Totten [590-07500]
in the Town of Kingsville, in the County of Essex*

WHEREAS the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the Loyst Drain;

AND WHEREAS the report dated January 9th, 2018 has been authored by Gerard Rood, P. Eng. and the attached report forms part of this by-law;

AND WHEREAS \$26,900.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

AND WHEREAS Council is of the opinion that the report of the area is desirable;

THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:

1. AUTHORIZATION

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

2. BORROWING

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$26,900.00 being the amount necessary for the completion of the drainage works.

3. DEBENTURES

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

4. PAYMENT

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$26,900.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing

of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

Loyst Drain
Town of Kingsville

- 9 -

2018-01-09

SCHEDULE OF ASSESSMENT
LOYST DRAIN
Porter & Totten Bridge
Town of Kingsville

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Aff'd	Acres Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
		County Road 34		2.430	6.00	County of Essex	\$ -	\$ 864.00	\$ -	\$ 864.00
		North Talbot Road		4.320	10.67	Town of Kingsville	\$ -	\$ 1,538.00	\$ -	\$ 1,538.00
		Inman Side Road		1.100	2.72	Town of Kingsville	\$ -	\$ 392.00	\$ -	\$ 392.00
		Road 7 East		0.150	0.37	Town of Kingsville	\$ -	\$ 53.00	\$ -	\$ 53.00
		Road 6 East		0.485	1.20	Town of Kingsville	\$ -	\$ 173.00	\$ -	\$ 173.00
Total on Municipal Lands.....							\$ -	\$ 3,020.00	\$ -	\$ 3,020.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Aff'd	Acres Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00520	STR	Pt Lot 259	0.89	0.360	0.89	Andreas & Eivra Miller	\$ -	\$ 36.00	\$ -	\$ 36.00
410-00650	STR	Pt Lot 260	1.14	0.461	1.14	Dale Chen	\$ -	\$ 43.00	\$ -	\$ 43.00
420-00700	NTR	Pt Lot 259	1.69	0.684	1.69	Ronald & Emily Hicks	\$ -	\$ 55.00	\$ -	\$ 55.00
420-00901	NTR	Pt Lot 260	1.10	0.445	1.10	Heinrich & Helena Redecop	\$ -	\$ 42.00	\$ -	\$ 42.00
420-02500	NTR	Pt Lot 263	0.48	0.194	0.48	Frank Shepley & Judith Pfohl	\$ -	\$ 45.00	\$ -	\$ 45.00
420-02701	NTR	Pt Lot 262	0.86	0.348	0.86	Chad & Sonya Bedal	\$ -	\$ 70.00	\$ -	\$ 70.00
420-02900	5	Pt Lot 16	2.00	0.809	2.00	Jack & Cheryl Robinson	\$ -	\$ 121.00	\$ -	\$ 121.00
480-00270	6	Pt Lot 16	0.55	0.223	0.55	Douglas & Ruby Cowell	\$ -	\$ 49.00	\$ -	\$ 49.00
480-00510	6	Pt Lot 16	0.46	0.186	0.46	Brian & Sharon Haggins	\$ -	\$ 45.00	\$ -	\$ 45.00
590-07500	NTR	Pt Lot 264	0.28	0.057	0.14	Todd Porter & Monica Totten	\$ 9,873.00	\$ 15.00	\$ -	\$ 9,888.00
Total on Privately Owned - Non-Agricultural Lands.....							\$ 9,873.00	\$ 521.00	\$ -	\$ 10,394.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Plan No.	Lot or Part of Lot	Acres Owned	Hectares Alftd	Acres Alftd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00400	STR	Pt Lot 259	49.80	10.117	25.00	Julius & Martha Iles	\$ -	\$ 328.00	\$ -	\$ 328.00
410-00600	STR	Pt Lot 260	65.95	20.234	50.00	Hillside Hothouse Limited	\$ -	\$ 655.00	\$ -	\$ 655.00
410-00800	STR	Pt Lot 260	53.95	3.237	8.00	John & Linda Upcott	\$ -	\$ 105.00	\$ -	\$ 105.00
420-00600	NTR	Pt Lot 259	50.00	4.047	10.00	John Sinclair	\$ -	\$ 131.00	\$ -	\$ 131.00
420-00800	NTR	Pt Lot 259 & 260	125.29	42.221	104.33	Richard & Jennifer Hicks	\$ -	\$ 1,708.00	\$ -	\$ 1,708.00
420-00900	NTR	Pt Lot 260 & 261	49.00	18.656	46.10	Gordon Daniher	\$ -	\$ 604.00	\$ -	\$ 604.00
420-01000	NTR	Pt Lot 261	21.00	6.475	16.00	John & Linda Upcott	\$ -	\$ 210.00	\$ -	\$ 210.00
420-01100	NTR	Pt Lot 261	59.01	9.915	24.50	Jeffrey & Stewart Stevenson	\$ -	\$ 321.00	\$ -	\$ 321.00
420-01200	NTR	Pt Lot 261	115.00	32.375	80.00	Roger & Bonita Moore	\$ -	\$ 1,048.00	\$ -	\$ 1,048.00
420-02400	NTR	Pt Lot 263	47.90	4.280	10.58	Kelly Armstrong	\$ -	\$ 277.00	\$ -	\$ 277.00
420-02450	NTR	Pt Lot 263	49.42	20.000	49.42	Linda & Henry Armstrong	\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
420-02600	NTR	Pt Lot 262	50.00	10.522	26.00	James Stevenson	\$ -	\$ 681.00	\$ -	\$ 681.00
420-02700	NTR	Pt Lot 262	49.14	10.578	26.14	Wanda Stevenson	\$ -	\$ 685.00	\$ -	\$ 685.00
420-02800	5	Pt Lot 16	16.60	6.718	16.60	Faye DeVries	\$ -	\$ 435.00	\$ -	\$ 435.00
420-03000	5	Pt Lot 17	92.26	6.455	15.95	Delellis Farms Limited	\$ -	\$ 418.00	\$ -	\$ 418.00
480-00300	6	Pt Lot 16	55.94	5.145	12.71	Douglas & Ruby Cowell	\$ -	\$ 333.00	\$ -	\$ 333.00
480-00400	6	Pt Lot 16	39.60	4.047	10.00	405851 Ontario Limited	\$ -	\$ 262.00	\$ -	\$ 262.00
480-00500	6	Pt Lot 16	49.54	5.463	13.50	Raymond & Brian Haggins	\$ -	\$ 354.00	\$ -	\$ 354.00
590-00100	NTR	Pt Lot 264	72.75	10.927	27.00	Thomas & Carole Boyd	\$ -	\$ 707.00	\$ -	\$ 707.00
590-00300	NTR	Pt Lot 264	45.90	3.238	8.00	Gordon Daniher	\$ -	\$ 210.00	\$ -	\$ 210.00
590-07600	NTR	Pt Lot 264	26.55	8.596	21.24	Patrick Gaspar	\$ -	\$ 557.00	\$ -	\$ 557.00
590-07700	NTR	Pt Lot 264	51.30	20.760	51.30	Robert Boyd	\$ -	\$ 1,344.00	\$ -	\$ 1,344.00
Total on Privately Owned - Agricultural Lands (grantable)							\$ -	\$ 12,568.00	\$ -	\$ 12,568.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Affid	Acres Affid	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00510	STR	P1 Lot 259	48.85	19.769	48.85	John & Jennifer Fittler	\$ -	\$ 640.00	\$ -	\$ 640.00
480-00301	6	P1 Lot 16	29.4	2.746	6.79	Richard & Debra Cowell	\$ -	\$ 178.00	\$ -	\$ 178.00
Total on Privately Owned - Agricultural Lands (non-grantable)							\$ -	\$ 818.00	\$ -	\$ 818.00
TOTAL ASSESSMENT							\$ 9,873.00	\$ 17,027.00	\$ -	\$ 26,900.00

1 Hectare = 2.471 Acres
Project No REI2016D049
January 9th, 2018

6. CITATION

This by-law comes into force on the passing thereof and may be cited as the "Bridge over the Loyst Drain – Todd Porter & Monica Totten [590-07500]" by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED
THIS 26th DAY OF MARCH, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

**READ A THIRD TIME AND FINALLY PASSED THIS DAY OF
2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

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

APPLICATION: **ZONING BY-LAW AMENDMENT FILE ZBA/01/18**
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: **617885 Ontario Limited o/a JEM Farms**

LOCATION OF PROPERTY: **1581, 1583 & 1585 County Road 34 E**
Part of Lot 9, Concession 2 ED

PURPOSE OF APPLICATION: The subject land is a 29.3 ha (72.5 ac.) greenhouse operation containing approximately 11.7 ha (29 ac.) of greenhouse along with support facilities, a bunkhouse and a single detached dwelling. The operation is also connected to a warehouse facility on a lot to the immediate north at 1577 County Rd 34 E. In 2015 Council approved a zoning amendment on the subject parcel and the abutting warehouse facility to zone the property to be considered a single lot for zoning purposes. This was done to address the connection between the greenhouse and warehouse given the lands were under different ownership creating an issue with zoning compliance and setback requirements.

Property owners within 120 m of 1583 & 1585 County Road 34 E did receive notice earlier in February however the other property which is also under consider 1581 County Road 34 E was omitted in error from the circulation. As such a second notice is being circulated to those property owners not originally included in the initial circulation. The application for 1583 & 1585 will still proceed to the March 12, 2018 Council meeting at 7:00pm however the 1581 property will be brought forward to Council at the date noted below for consideration.

The applicant is seeking approval an amendment to permit the growing of medical marihuana on a portion of the property as outlined by the 2015 Official Plan amendment and supporting zoning amendment which added provisions to the zoning under Section 4.46. The main requirements is that medical marihuana may be considered a permitted use on agricultural properties on a site-specific basis in existing greenhouses but subject to certain requirements. (See 4.46 attached) The subject property has an approved site plan, however, in order to permit the proposed use relief in part or in whole will need to be granted from Section c), d), e) g) and i).

A **PUBLIC MEETING** OF COUNCIL will be held on:

WHEN: **March 26, 2018**
WHERE: Town of Kingsville Municipal Building (Council Chambers)
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: **Robert Brown, Manager, Planning & Development Services**, 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 February 26, 2018.

Robert Brown, H. Ba, MCIP, RPP
519-733-2305 (x 250)
rbrown@kingsville.ca

4.46 Medical Marihuana Production Facilities

By-law
129-2015

Notwithstanding other provisions of this By-law to the contrary, the following provisions and regulations *shall* apply to medical marihuana production facilities:

- a) Require a current and valid Medical Marihuana production license issued by Health Canada under the Marihuana for Medical Purposes Regulations (MMPR) as amended from time to time or any subsequent legislation which *may* be enacted in substitution thereof;
- b) Site Plan control *shall* apply to any *medical marihuana production facility* proposed within an *existing* or future *building(s)*. In addition to all other requirements pursuant to the Planning Act, R.S.O. 1990, c.P. 13 and the Town of Kingsville Site Plan Control By-law, the Town will require, at the owner's sole expense, any study/studies that will satisfy any additional concerns that the Town of Kingsville or any other commenting agency *may* have with regard to security, emanating odours, provision of municipal services and stormwater/wastewater management;
- c) Prohibit *residential uses* on *lots* having a *medical marihuana production facility*;
- d) Prohibit a *medical marihuana production facility* as a *secondary/accessory use*;
- e) *Secondary/accessory uses* must be 100% associated with the *medical marihuana production facility*;
- f) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any lands Zoned for residential, recreational or *institutional uses*;
- g) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any *structure* currently used for residential or institutional purpose (*dwellings, schools, churches, etc.*);
- h) Require that no outdoor signage or advertising *shall* be *permitted* that references cannabis, marihuana, or any other depiction of such, including on any *vehicle* associated with the *medical marihuana production facility*; and,
- i) Require that the *use of a medical marihuana production facility* on a *lot* not co-exist with any other *use* on the *lot*.
- j) *Shall* not be considered on any lands that are within 250m of Lake Erie.





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

Date: March 15, 2018

To: Mayor and Council

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

RE: 617885 Ontario Limited o/a JEM Farms
1581 County Road 34 E
Part of Lot 9, Concession 2 ED

Report No.: PDS 2018-016

AIM

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use and address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law.

BACKGROUND

In April of 2014 Council approved new Official Plan policies to address the pending changes to Federal legislation governing the growing of medical marihuana which was transitioning from individual or designated growers to a commercial based industrial type of format. The ultimate intention of the change was to provide better quality control and reduce the amount of 'surplus production' from the individual or designated growing being diverted to the illegal drug trade. This change in the legislation was eventually challenged by individual and designated growers as reducing access to medical marihuana. The courts ruled in their favour and the Federal government was forced to amend the new legislation to incorporate regulations for both the new commercial production, or Part 1 licensing and individual or designated growers, or Part 2 licensing under what is now referred to as the Access to Cannabis for Medical Purpose Regulations (ACMPR).

Under the ACMPR Part 1 regulations anyone seeking to obtain a Part 1 license must get confirmation from the municipality in which they are proposing to locate that the production of medical marihuana is a permitted use and will be in compliance with any applicable regulations that the municipality has established for such a use. In Kingsville, Official Plan Amendment No. 3 established policies in the Official Plan for consideration of medical

marihuana production. The implementing zoning by-law (129-2015) outlines the specific regulations but only for a Part 1 license.

Part 2 licensing under the ACMPR does not require any confirmation from local municipalities regarding the growing of medical marihuana by an individual or designated grower regardless of location.

DISCUSSION

The subject property is an 11.8 ha (29.2 ac.) farm parcel with approximately 5.78 ha (14.3 acres) of existing greenhouse. The property is part of a larger operation at 1583/1585 County Road 34 E on an 18 ha (44.4 ac.) parcel with approximately 5.74 ha (14.2 acres) of existing greenhouse. The proposal specific to the subject property at 1581 County Road 34 E is to establish a medical marihuana growing greenhouse utilizing the existing greenhouse in combination with 1583/1585.

In order for the proposal to proceed a zoning amendment is required to permit a medical marihuana production facility (MMPF) as an additional site-specific permitted use on the subject property. Secondly, grant partial or complete relief from certain provisions of Section 4.46 of the Kingsville Zoning By-law the details of which are outlined in the zoning section of this report.

The applicant has provided an outline of information specific to the proposed development which is attached as Appendix A. An overall layout of both affected properties is included as Appendix B and shows all of the applicable setbacks.

1) Provincial Policy Statement (PPS), 2014:

Both the Ministry of Municipal Affairs and Ontario Ministry of Agriculture, Food and Rural Affairs have recognized that medical marihuana production can be considered an agricultural use similar to a greenhouse or winery. As such the proposed zoning amendment would be consistent with Provincial Policy Section 2.3.

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 'Agriculture'. The proposed application to rezone the parcel is for the retrofit or replace of an existing greenhouse operation. The addition of the new production facility would be supportive of the existing operation and consistent with a retrofit to the existing greenhouse.

4) Comprehensive Zoning By-law – Town of Kingsville

The lands to the south at 1583/1585 County Road 34 E were rezoned to a site specific 'Agriculture Zone 1 Exception 62, (A1-62)'. The proposed amendment would expand that same zoning to encompass the subject parcel with the same provisions and relief.

As was noted to Council at the March 12th meeting the application had to be presented in two separate reports because property owners within 120 m of the 1581 County Road 34 E had not been included in the original circulation for 1583/1585. Under the Planning Act 20 days notice is required to the affected neighbours and the omission was not realized until about 3 days past that requirement as such the omitted neighbours were circulated and the second part of the application deferred until March 26.

The specific zoning amendment required for the subject property must amend the zoning to:

- i) permit medical marihuana as a permitted use in the agricultural zoning specific to the subject property;

Comment: The Official Plan amendment specific to MMPF outlined that for an existing greenhouse facility to be used for medical marihuana production a site-specific zoning amendment would be required to permit that use. The Kingsville Zoning By-law was specifically amended as part of the implementation of the MMPF Official Plan policies to clearly outline in the Zoning By-law that medical marihuana production was not included as an agricultural use. Therefore, an amendment is necessary to add it to the specific zoning on the subject property.

Grant relief or exemption from the following Sections of 4.46 (Medical Marihuana Production Facilities - MMPF):

- i. item c) which prohibits residential uses on lots having medical marihuana production facilities;

Comment: To prohibit a residential use on an agricultural lot which is operating an agricultural use is not standard practice save and exception the prohibition of dwelling on lands that have been the subject of a surplus dwelling severance. In similar fashion a residential use is not prohibited on a farm parcel with a livestock operation. The assumption in this case would be that the resident in the dwelling is either the farmer or farm help who are aware of the impacts of the use.

- ii. item d) which prohibits a MMPF as a secondary /accessory use;

Comment: Anything of an agricultural nature, growing crops, raising livestock etc. is not considered an accessory use or even secondary it is part of a diversified agricultural operation. However, since the applicant may continue to utilize the other greenhouse facilities in the interim for continued vegetable production it is important to clarify this point.

- iii. item e) outlines that secondary/accessory uses must be 100% associated with the MMPF;

Comment: By definition the proposed facility on the subject property will not have any secondary or accessory uses associated with the MMPF.

- iv. item g) which requires a minimum distance separation of 100 m (328 ft.) between a MMPF and any structure currently used for residential or institutional purposes (dwellings, schools, churches etc.)

Comment: The growing facilities on the subject property will meet the 100 m setback requirement. However, the proposed new processing area will be located within 68 m of the nearest off-site residential use. The 100 m (328 ft.) setback was established based on an MOECC best practices standard for the location of light industrial uses which is 70 m (230 ft.) This was then rounded to 100 m as a precautionary measure given the absence of real world potential impact from a MMPF. As there has been some limited experience with Part 2 operations in Kingsville and the Aphria operations in Leamington the impact has become evident in the form of odour generation.

The applicant has outlined that odour can be controlled through the use of charcoal filtration on ventilation fans and openings and cloaking or scent masking can also be used in other areas. This can be employed most effectively in the production area which will be a new build and can take the necessary extra precautions based on the reduction in setback. Odour control in the growing area may not be 100% as such it is important for these areas to comply with the 100 m setback. If existing greenhouse growing areas are located less than 100 m from an off-site residential use these areas may have to remain dark or not utilized. The northwest corner of the existing greenhouse on this property would be partially impacted by the 100 m setback as such a small portion of this greenhouse will need to be let vacant.

- v. item i) require that the use of a MMPF on a lot not co-exist with any other use on the lot.

Comment: This is a rather limiting provision in the context of the definition of a MMPF. During the original development of the MMPF policies it was assumed that these facilities would be in industrial areas in large industrial buildings utilizing 100% artificial growing environments. These types of facilities draw a significant amount of energy through the use of grow lights. Now that greenhouse growing has become a possible alternative, utilizing nature light and supplementing with artificial it provides an alternative crop for greenhouse growers. However, as with any business particularly farming restrictions which limit to the production of a single crop limit a growers ability to adapt to change and in fact actually run somewhat inconsistent with Provincial Policy that notes in Section 2.3.3 Permitted Uses, 2.3.3.1 states that, 'In prime agricultural areas permitted use and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Section 2.3.3.2 also noted, 'In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.'

With the above items in mind the zoning on the property will be amended to permit a MMPF on the subject lands. The amendment will also address each of the provisions in Section 4.46 which require relief or amendment as follows:

- i) item c) will be amended to permit residential uses accessory to or supportive of the agricultural uses on-site, including a MMPF;
- ii) item d), e) and i) will not be applicable to the subject property
- iii) item g) will be amended to require a minimum setback of 65 m from the processing portion of the MMPF to the nearest existing residential use but will continue to require a 100 m minimum setback from the growing area of the MMPF;
- iv) the by-law will also clarify between on-site and off-site residential uses and if the required setback applies.

This is the same zoning that was approved for the abutting property at 1583/1585 County Road 34 E and will cover both properties.

As a final note regarding the zoning it is important to understand that the approval of the requested zoning on the property does not automatically permit a MMPF to start operations. Item a) of Section 4.46 requires the applicant to have a current valid Part 1 license issued by Health Canada prior to starting production. The applicants are aware of this and will be proceeding with the licensing process if the requested amendment is approved.

5) Site Plan Approval

As per Section 4.46 b) site plan control is to apply to MMPF. The property is subject to an existing site plan agreement which will require amendment as part of the overall approval. This amendment will address items such as fencing, odour control, lighting and landscaping as needed.

LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

FINANCIAL CONSIDERATIONS

The proposed development on the site will require a significant investment to retrofit the existing facility. The construction of the new processing building will increase assessment on the property and will require the payment of development charges as per the new Development Charges By-law applicable to non-growing areas.

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.

Public comment was received as part of the initial part of this application that was presented to Council on March 12 regarding 1583 and 1585 County Rd 34 E. That correspondence is attached as Appendix D.

The issues of concern included, odour control, security, impact on property values, and the aesthetics of any required fencing. With the exception of property values each of these items can be addressed through the necessary site plan amendment that will be required as the next step in the process.

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">• Comment is attached as Appendix C• No objections
County of Essex	<ul style="list-style-type: none">• The County will require that any new commercial buildings be located a minimum of 32 m (105 ft.) from the centreline of County Road 34 E.
Town of Kingsville Management Team	<ul style="list-style-type: none">• The Management Team has reviewed the request amendment and has not expressed any objections. Any new items such as lighting, odour and fencing location will be addressed at the site plan amendment stage.

RECOMMENDATION

It is recommended that Council approve the second part of Zoning application ZBA/01/18 to permit a medical marihuana property facility at 1581 County Road 34 E and address the required relief or exemption from Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law

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

The Pros of Cannabis:

In no real order:

1. 50 million dollars or more will be invested into the community in terms of infrastructure.
2. 200-400 jobs will be created, both high and low skill, with an annual payroll of 20 million dollars, with every employee having passed a security background check, or whatever protocols are in place imposed by health Canada at the time.
3. We're going to be partnered up with a large Licensed Producer of Medical Cannabis, that's already been in operation for several years with several locations, operating at the highest possible level who already have QC's and GMP's in place. Our location will be producing medical grade Cannabis.
4. The few local places that are currently producing for patient care, are operating under much lower regulations and standards. As a licensed producer of medical Cannabis, we'll have much more strict rules and regs on odour management as per health Canada. We'll be using charcoal filters and aroma misters to mask any odour's that may occur during the bud stage. Also, the simple physics alone of the infrastructure will be a huge benefit for odour abatement. The current operations are in a much shorter, lower tech facility with forced fans to exhaust the air. Our greenhouses, because of the height of our vents, @ 25-30' high will already take care of most, or all of the odour issues because of the height. There's a natural air exchange, not a fan forced exchange.
5. Should odour become an issue, there are a number of strains/varieties that can be grown that actually emit a pleasing aroma, that we could easily grow if needed.
6. In addition, having a fully licensed medical facility will phase out these local places that are operating in the grey area.
7. Any clippings, or leaves that are discarded, will be mulched and blended with cat litter and destroyed in a manner consistent with health Canada procedures which ensures all plant material is captured, weighed, bagged and destroyed properly, no burying or piling it up outside.
8. Due to the strict security and surveillance protocols required by health Canada, the neighbouring community will also in turn benefit by being more safe and secure.
9. Should odour be an issue, it would be in the processing room, which is the easiest area to control, as all the HVAC's would have charcoal filters.
10. We'll be working with university of Windsor to try and develop and research best growing practises. As well as having experts come in for educational talks and community engagement regarding the value of Medical Cannabis.
11. Our growing area is already well within the property setbacks, at 158 M from the nearest dwelling...our proposed, secure building is currently 68M from that same dwelling.



NOTES:
1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION SHOWN.

Appendix 'B'

ISSUED FOR:	BY:	DATE:
REVISIONS		

N. J. Peralta
Engineering Ltd.
Consulting Engineers

Kingsville Ontario

ENGINEERING STAMPS:

JEM FARMS
GREENHOUSE

TOWN OF
KINGSVILLE,
ONTARIO

SHEET TITLE:
JEM FARMS
GREENHOUSE
EXPANSION
MN #1583 COUNTY ROAD 34

SITE PLAN & KEY PLAN

IN THE
TOWN OF KINGSVILLE
IN THE
COUNTY OF ESSEX • ONTARIO

DESIGNED BY:	DATE:
H.C.M.	JAN 9TH, 2018
DRAWN BY:	SCALE:
H.C.M.	1:1250
SHEET No.:	OF:
1	1

PROJECT No.:
E18-008



regs@erca.org

P.519.776.5209

F.519.776.8688

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

January 29, 2018

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

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-01-18
1583 County Road 34
ARN 371130000032500, 371130000032600; PIN: 751450321
Applicant: Jem Farms

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-01-18. We understand that the purpose of the application is to add a medical marihuana operation as a permitted use to the above noted property. Relief is therefore required from Sections c), d), e), g), and i) of the Zoning By-law.

NATURAL HAZARD POLICIES OF THE PPS, 2014

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

WATER RESOURCES MANAGEMENT

As the purpose of this application is to allow for an additional permitted use (medical marihuana operation within the existing facility), we would have no concerns relating to stormwater management.

NATURAL HERITAGE POLICIES OF THE PPS 2014

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

FINAL RECOMMENDATION

We have no objections to this Zoning By-law Amendment.

Mr. Brown
January 29, 2018

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne'.

Corinne Chiasson
Resource Planner
/cor



Appendix 'D'

Town of Kingsville

2021 Division Road North

Kingsville, ON N9Y 2Y9

ATTENTION: Robert Brown

Dear Council Members:

In the matter of the application for zoning by-law amendment File ZBA/01/18 requested by 617885 Ontario Limited o/a JEM Farms, we wish to express our disapproval for the changes that would occur as a result of this amendment.

Firstly the aesthetics of the fencing required as security measures for a facility growing medical marihuana would be akin to those of a correctional facility....not an appealing sight for anyone currently or potentially living in that neighbourhood.

Secondly, the potential for residents or workers on these 2 adjacent lots to access the future drug produced is very great as they are extremely proximal to the proposed growing site....another detriment for the neighbourhood as an increase in impaired driving could result with a possible outcomes of at the very least of increased policing required and in the worst case scenario of posing a danger to the public.

Thirdly the appeal to new residents to the area to purchase in this neighbourhood would be greatly diminished, even though the homes in the vicinity of this facility are well maintained family dwellings, reducing the value of the property in that neighbourhood and thereby reducing the valuation for taxation of the roughly dozen homes for many years to come.

At this juncture the medical marihuana market is a very uncertain area of investment, and with that being the case, the longevity of any such venture is unknown, leaving the potential for site abandonment a very real possibility, with all the unsightly physical structures still in place. By setting a precedent for a zoning by-law amendment such as this, the Town of Kingsville could be giving it's approval to many other such applications as there are many existing greenhouse operations in the town already.

For these reasons we object strenuously to the agreement of passing the zoning by-law amendments as requested for 1581, 1583 & 1585 County Road 34 E, Part of Lot 9, Concession 2 ED.

Yours Truly,

Denise Tofflemire

Cathy Handsor

Percy Malott

1592 County Rd 34 E,

Ruthven, ON

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 38-2018

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. Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 9, Concession 2 ED, and locally known as 1581 County Road 34 E as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 Exception 57 (A1-57)' to 'Agriculture Zone 1 Exception 62 (A1-62)'.
2. 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
26th DAY OF MARCH, 2018.**

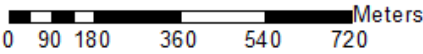
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 9, Concession 2 ED
1581 County Road 34 E
Zoning By-law Amendment ZBA/01/18



Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 Exception 57 (A1-57)' to 'Agriculture Zone 1 Exception 62 (A1-62)'



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

Date: March 13, 2018

To: Mayor and Council

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

RE: Minor Development Agreement AGR/01/18
140 Road 3 E
Part of Lot 1, Concession 3, ED
Jeremy Wood

Report No.: PDS 2018-014

AIM

To provide the Mayor and Council with details regarding a proposed minor development agreement on lands known as 140 Road 3 E in the Town of Kingsville to permit a second dwelling temporarily.

BACKGROUND

The subject property is a 32.7 ha (81 ac.) farm parcel and contains an existing dwelling and outbuildings. The owners are planning to construct a new single detached dwelling on the farm but would like to be able to live in the existing dwelling during construction. Once the new dwelling is in place the existing dwelling on the property would be removed. Since the zoning by-law does not permit two dwellings on one lot a minor development agreement is required. The agreement outlines that the existing dwelling is temporarily permitted during construction but must be removed within a set time frame. This can be within one year of entering into the agreement or once the owner is ready for occupancy they must apply for a demolition permit and remove the existing dwelling within 90 days. These options provide a degree of flexibility to a property owner depending on the scale of the new build.

DISCUSSION

The subject property is designated 'Agriculture' by the Kingsville Official Plan and zoned Agriculture (A1) in the Kingsville Comprehensive Zoning By-law. Both the Official and Zoning By-law limit all lots to one dwelling. Since the proposed development on the farm is

a temporary circumstance and not uncommon, particularly in rural areas, past practice has been to permit a new home to be constructed while the owners are still living in the existing dwelling. The condition for issuing a permit is entering into a minor development agreement with the Town to outline the terms and conditions. The property specific agreement is attached as Appendix 'A'.

LINK TO STRATEGIC PLAN

There is no link to the Strategic Plan.

FINANCIAL CONSIDERATIONS

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

CONSULTATIONS

The Kingsville Management Team was circulated for comment. There were no issues expressed with the proposed minor development agreement. However, it was collectively agreed that in order to provide a safeguard to the Town a security deposit does need to be collected. The securities would be in place to insure that removal of the existing dwelling does occur and in a timely manner. Alternatively in the event the dwelling is not removed it would provide the Town with the financial resources to cover the cost of removal.

RECOMMENDATION

It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 140 Road 3 E, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.

Robert Brown

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

Peggy Van Mierlo-West

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

Appendix 'A'



AGREEMENT

THIS AGREEMENT made (in triplicate) this 26th day of March, 2018,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

JEREMY WOOD

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 140 Road 3 E being Concession 3, ED, Part of Lot 1, in the Town of Kingsville, in the County of Essex, Province of Ontario (the "subject lands");

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

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

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a new dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a new dwelling on the subject lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the existing dwelling on the subject lands.

4. The Owner shall proceed to demolish the existing dwelling on the subject lands after receiving approval to occupy the new dwelling and obtaining the necessary permits within 90 days of receiving approval to occupy the new dwelling or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.
5. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 4 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
6. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
7. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
8. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

SIGNED SEALED AND DELIVERED

PROPERTY OWNER

WITNESS

JEREMY WOOD

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK



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

Date: March 13, 2018

To: Mayor and Council

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

RE: Minor Development Agreement AGR/02/18
267 Road 3 E
Part of Lot 2, Concession 2, ED
Dean Bernardes

Report No.: PDS 2018-015

AIM

To provide the Mayor and Council with details regarding a proposed minor development agreement on lands known as 140 Road 3 E in the Town of Kingsville to permit a second dwelling temporarily.

BACKGROUND

The subject property is a 4 ha (9 ac.) farm and contains an existing dwelling and one accessory building currently under construction. The owner is planning to construct a new single detached dwelling on the farm but would like to be able to live in the existing dwelling during construction. Once the new dwelling is in place the existing dwelling on the property would be removed. Since the zoning by-law does not permit two dwellings on one lot a minor development agreement is required. The agreement outlines that the existing dwelling is temporarily permitted during construction but must be removed within a set time frame. This can be within one year of entering into the agreement or once the owner is ready for occupancy they must apply for a demolition permit and remove the existing dwelling within 90 days. These options provide a degree of flexibility to a property owner depending on the scale of the new build.

DISCUSSION

The subject property is designated 'Agriculture' by the Kingsville Official Plan and zoned Agriculture (A1) in the Kingsville Comprehensive Zoning By-law. Both the Official and Zoning By-law limit all lots to one dwelling. Since the proposed development on the farm is

a temporary circumstance and not uncommon, particularly in rural areas, past practice has been to permit a new home to be constructed while the owners are still living in the existing dwelling. The condition for issuing a permit is entering into a minor development agreement with the Town to outline the terms and conditions. The property specific agreement is attached as Appendix 'A'.

LINK TO STRATEGIC PLAN

There is no link to the Strategic Plan.

FINANCIAL CONSIDERATIONS

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

CONSULTATIONS

The Kingsville Management Team was circulated for comment. There were no issues expressed with the proposed minor development agreement. However, it was collectively agreed that in order to provide a safeguard to the Town a security deposit does need to be collected. The securities would be in place to insure that removal of the existing dwelling does occur and in a timely manner. Alternatively in the event the dwelling is not removed it would provide the Town with the financial resources to cover the cost of removal.

RECOMMENDATION

It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 267 Road 3 E, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.

Robert Brown

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

Peggy Van Mierlo-West

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

Appendix 'A'



AGREEMENT

THIS AGREEMENT made (in triplicate) this 26th day of March, 2018,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

DEAN BERNARDES

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 267 Road 3 E being Concession 2, ED, Part of Lot 2, in the Town of Kingsville, in the County of Essex, Province of Ontario (the "subject lands");

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

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

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a new dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a new dwelling on the subject lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the existing dwelling on the subject lands.

4. The Owner shall proceed to demolish the existing dwelling on the subject lands after receiving approval to occupy the new dwelling and obtaining the necessary permits within 90 days of receiving approval to occupy the new dwelling or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.
5. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 4 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
6. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
7. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
8. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

SIGNED SEALED AND DELIVERED

PROPERTY OWNER

WITNESS

DEAN BERNARDES

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK



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

Date: March 16, 2018

To: Mayor and Council

Author: Tim Del Greco, Manager of Facilities and Properties

RE: E.L.K. Energy Connection Agreement – Grovedale House

Report No.: MS 2018 - 10

AIM

To seek Council approval to enter into agreement with E.L.K. Energy to construct the electrical distribution system required for supplying electrical service to the Grovedale House.

BACKGROUND

In November of 2017, Council approved construction of the new Grovedale House following demolition of the former Kings Landing Restaurant. Shortly thereafter construction began on site and is currently in progress with an estimated completion date of summer 2018.

DISCUSSION

Common with new facility construction is the need for electrical service. This service is facilitated through a Connection Agreement with the local distribution company, which in this case is E.L.K. Energy. Attached in Appendix A of this report is a copy of this agreement for your reference.

This agreement is a standard agreement used by other local distribution companies (example - Entegrus in Chatham) and is approved by the Ontario Energy Board.

The agreement identifies two required fees of \$44,533 and \$53,202 upon signing. The \$44K is non-refundable and represents the cost of materials and labor required by E.L.K. to supply and install the electrical service to Grovedale (supply and install of a pad mount transformer and power to the transformer from a nearby utility pole). The \$53K is a deposit. The entire amount is refundable over the next 5 years pending the facility meets or exceeds the peak electrical demand as designed/estimated by the architect (Glos Associates Inc.). If actual peak demand does not exceed the estimated demand, only a portion is returned on a pro-rated basis. The intent of this deposit is to protect E.L.K. from

constructing and maintaining an electrical service as requested by the customer that is larger than actually required.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

Upon approval of this report, a payment of \$97,735 (including HST) to E.L.K. Energy will be completed for the services described above.

CONSULTATIONS

Kingsville Administration

Glos Associates

E.L.K. Energy Inc.

RECOMMENDATION

Recommend Council approve the Mayor and Clerk to sign and execute the E.L.K. Energy Offer to Connect Agreement in order to facilitate the electrical distribution system required for the Grovedale House.

Tim Del Greco

Tim Del Greco, P.Eng

Manager of Facilities and Properties

G. A. Plancke

G.A. Plancke, Civil Eng. Tech (Env.)

Director of Municipal Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.

Chief Administrative Officer

OFFER TO CONNECT



The Corporation of the Town of Kingsville

February 28, 2018

E.L.K. Energy Inc. (hereafter identified as E.L.K. or the Board) makes this Estimated Offer to construct the distribution system upgrade/expansion required for supplying electrical service to

Customer/Developer, The Corporation of the Town of Kingsville, at the following Property known municipally 103 Park Street Kingsville, ON and legally described as Part Lot 1, Con. 1 Eastern Division Gosfield (Kingsville) as in R1083172; in the Town of Kingsville in the County of Essex as indicated in the single line drawing of Schedule A in accordance with the following terms:

1. The Customer/Developer, along with the signing of this agreement, submits \$44,533.30 CDN Dollars including HST in cash/cheque payable to E.L.K. as an estimated capital contribution for the engineering design and upgrading/expansion construction costs as detailed in Schedule B.
2. The Customer/Developer submits \$53,202.43 CDN Dollars including HST in cash, letter of credit from a bank as defined in the *Bank Act*, or surety bond as an expansion deposit against the load forecast and as security for those items referenced in Schedule B.
3. The Customer/Developer agrees to pay any increase in the capital contribution amount to E.L.K. and, E.L.K. agrees to refund any reduction in the capital contribution amount to the Customer/Developer that results from a re-calculation of the capital contribution prior to connection of the electrical service. This re-calculation will reflect the actual project costs incurred and include any cost adjustments due to the Alternative Bid Process, using the Economic Evaluation Model of Schedule B.
4. Schedule(s) A, B, C, D and E herewith attached will form part of this agreement.
5. Customer/Developer and E.L.K. hereby agree to be bound by, and act at all times in accordance with E.L.K.'s Conditions of Service (on Expansions/Offer To Connect, Connection Denial, Inspection Before Connection, Customer Rights, E.L.K. Rights, Disputes, Easements, etc.) and the Distribution System Code of the Ontario Energy Board. A copy of the Conditions Of Service is available from E.L.K. and a copy of the Distribution System Code is available at www.oeb.gov.on.ca.
6. Customer/Developer hereby agrees to enter into a Connection Agreement, if requested by E.L.K., prior to the termination of this Agreement. Customer/Developer hereby agrees to enter into a Development Agreement, prior to commencement of any work for the installation of any assets required to fulfill this Agreement. A copy of the draft format of the Development Agreement is attached as Schedule F, which shall be completed with necessary information and changes by E.L.K.'s solicitor.

Requirement for Drawings and Specifications

7. Customer/Developer hereby agrees to submit to E.L.K. for final written approval, detailed plans, specifications and drawings, in paper format and digitized AutoCad version 14, and such other material and information that E.L.K. may reasonably require. All design and construction is to be in accordance with the Electrical Safety Authority and E.L.K. Underground Standards (available from E.L.K.). Any changes, modifications, or revisions to the Plans required by E.L.K. shall be made at the

expense of the Customer/Developer. After all necessary changes, modifications or revisions have been made, the Customer/Developer shall furnish E.L.K. with a complete set of paper and digitized format Plans as revised. Upon completion of the installation, the Customer/Developer shall provide a further complete set of "as built" paper and digitized format Plans, to the satisfaction of E.L.K.

Payment of E.L.K. Costs and Expenses

8. Whenever this Agreement shall refer to the payment of costs or expenses for services provided by E.L.K., it is agreed and understood that such costs and expenses shall include all direct and indirect costs of E.L.K. including administrative charges, markup charges and burden calculated in accordance with the policies and directives of E.L.K. in effect at the time such costs and expenses were incurred. E.L.K. may invoice, including interim invoicing, from time to time for all services, materials, or costs and expenses incurred by it pursuant to this Agreement and such invoices shall be due as provided therein.
9. Customer/Developer agrees that no contract shall be awarded under the Alternative Bid Process (which term is defined under the Distribution System Code) and no work shall commence for the installation of any assets required to fulfill this Agreement or portion thereof in respect of which E.L.K. is to bear any portion of cost, without approval in writing of E.L.K. in accordance with the Distribution System Code.

Timing, Access, Easements and Ownership

10. E.L.K. agrees that this Estimated Offer shall be irrevocable by E.L.K. until 4:30 pm. on the 28th day of March 2018, after which time if not accepted this Estimated Offer shall be null and void.
11. E.L.K.'s obligations with respect to accounting for and applying the expansion deposit place under paragraph 2 of this Agreement against sums owing to E.L.K. pursuant to this Agreement shall be completed and satisfied subsequent to a final review of the 5 year Connection Horizon and once the adjusted Capital Contribution amount has been established as agreed in Item #2 of the main body of this Agreement.
12. E.L.K. shall be allowed to inspect, test and commission, at the Customer/Developer's expense, any distribution system assets constructed under the Alternative Bid Process by a pre-qualified contractor. The Customer/Developer shall provide unimpeded access at all times for all employees, contractors, subcontractors and agents of E.L.K. and for their equipment to perform installations, inspections, tests and commissioning works contemplated by this Agreement.
 - 12.1. Provided that if any such inspection, testing or commissioning discloses any valid objection to nonstandard construction, registering of easement(s) on title, or any outstanding work order or deficiency notice, or the fact that the assets in their present state are unacceptable, E.L.K. shall advise the Customer/Developer in writing, If within 20 days of written notice, the Customer/Developer is unable or unwilling to remove, remedy or satisfy the objection, E.L.K., may elect in writing to terminate this Agreement, and upon so electing and notwithstanding any intermediate

acts or negotiations in respect of such objection, this Agreement shall be at an end, and all money therefore paid to E.L.K. shall remain with E.L.K. to the extent of its damages (which damages shall include, without costs on a solicitor and client basis respecting this agreement and its furtherance of this agreement. The Customer/Developer hereby consents to the municipality releasing to E.L.K. details of all outstanding work orders or deficiency notices affecting the expansion assets installed under the Alternative Bid Process and, Customer/Developer agrees to execute and deliver to E.L.K. or E.L.K.'s solicitor such further authorizations in this regard as E.L.K. may reasonably require.

12.2. Provided that the distribution system assets constructed under the Alternative Bid Process meet the distribution standards of E.L.K. and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement and, providing that where an easement is required, the easement will be acquired, at no cost to E.L.K. (i.e. reference plan, registration on title, etc. and the width and extent of the easement shall be determined by E.L.K.). The Customer/Developer is responsible for the costs of registering the easement on title, and the Customer/Developer shall prepare and deliver a reference plan and associated easement documents to the satisfaction of E.L.K.'s solicitor prior to commencement of the work.

12.3. Provided title to and ownership of all distribution system assets constructed under the Alternative Bid Process shall upon, and not earlier than, the Board's written notice of acceptance of the work and services and at all times thereafter be vested in and automatically transferred to the Board and said notice shall in conjunction with this agreement operate as a good and valid transfer effective as of the date of said notice. Provided that and without detracting from the foregoing, the Developer agrees to execute and deliver to the Board, without cost, any transfers, conveyances and other assurances in connection with the foregoing and transferring and conveying title thereto to the Board free and clear of any and all encumbrances and shall do so prior to energizing if called upon, or as may be further required under the Development Agreement, unless otherwise provided for as follows:

(a) Street Lighting Services revert to Town of Kingsville

12.4. Where any of the distribution system assets are constructed under the Alternative Bid Process by a pre-qualified contractor, the Developer hereby agrees to construct within 180 days of signing this agreement at his own expense, including where applicable a complete underground electrical distribution system for the Subdivision, including pad-mounted transformers, all trenching and backfilling in earth and also install service conductors to the right-of way limits. The system shall be designed and installed in accordance with the Board's specifications which are in effect at the time of installation of the system and as more specifically illustrated on Schedule C. The Developer agrees to maintain the system in accordance with the Board's specifications in effect from time to time until termination of the maintenance period as identified herein provided that

the Board reserves the right to complete said maintenance work as agent on behalf of and at the cost of the Developer. The installation of the electrical distribution system shall be subject to inspection by the Board from time to time. If the Developer fails to cause the distribution system assets to be constructed within the required 180 days, the Developer acknowledges this Offer to Connect shall be void and E.L.K. shall be at liberty to make the capacity allocated for the Offer to Connect available for other customers. Upon electing to do so in writing to the Developer, E.L.K. will refund the amounts called for in paragraphs 1 and 2 of this Offer to Connect less any and all expenses or costs incurred by E.L.K. under this Offer to Connect up to the date of making its election.

- 12.5. Where any of the distribution system assets are not constructed under the Alternative Bid Process and are to be constructed by E.L.K., the Developer hereby agrees and undertakes to complete such pre-servicing site work as is necessary within 120 days of acceptance of this Offer to Connect to allow E.L.K. to complete underground electrical distribution system for the subdivision, including pad mount transformers, all trenching and backfilling in earth and also install service conductors to the right of way limits .

Liability and Default of this Agreement

13. The Customer/Developer agrees to indemnify and save harmless E.L.K. from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to or loss or destruction of any property (including without limitation, the work hereby covered and all property of the Customer/Developer and E.L.K.), or injury to or death of any person (including without limitation, employees of the Customer/Developer and E.L.K.) arising directly or indirectly out of or in connection with any willful or negligent act or unlawful or non-performance of any obligation of the Customer/Developer, its contractors, employees and invitees under this Agreement or on any lands of the Customer/Developer or on any lands, easements or rights-of-way conveyed or to be conveyed to E.L.K.

- 13.1. During the construction of the expansion or during any other construction or attendance on lands, easements or rights-of-way to be conveyed to E.L.K., pursuant to this Agreement, the Customer/Developer shall maintain a policy of public liability insurance in the amount of not less than \$5,000,000.00 and containing endorsements showing E.L.K. as an additional named Insured and having a cross-liability clause and in a form satisfactory to E.L.K. or the Solicitors for E.L.K. Before commencing construction of assets contemplated by this Agreement or entering upon any lands, right-of-ways, easements or municipal road allowance, the Customer/Developer shall provide E.L.K. with a certified copy of such an insurance policy.

14. The Customer/Developer acknowledges that in the event of default by the Customer/Developer in performing its obligations under this Agreement, E.L.K. may elect, in addition to any other remedies available at law, including but not limited to those remedies provided to E.L.K. under the Development Agreement, to vigorously pursue realization of all security to ensure that the work under this Agreement is

completed. The Customer/Developer agrees that any persons or other entities, including E.L.K., may make use of all installations constructed by the Customer/Developer to complete the work and that ownership of all assets installed by the Customer/Developer revert to E.L.K. except for any Street Lighting Services which revert to the Town of Kingsville upon completed installation.

Notice

15. Any notice, acceptance or other communication required or permitted to be given in this agreement shall be in writing and may be sufficiently given by personal notice, or by sending same by facsimile or other prepaid recorded communication, or by ordinary mail, to the other party at the addresses set out herein, or by leaving it at the addresses set out herein. All such notices, acceptances or other communications shall be deemed to have been validly and effectively given at the time and date of service, where personally served, or at the time and date of delivery, where left at the party's address, or on the third day following sending, where sent by ordinary mail, or on the next business day following sending, when sent by other means set out herein.

Successors and Assigns

16. This Agreement and its attached Schedules shall extend to and be binding upon and inure to the benefit of the Customer/Developer and E.L.K., and to their respective successors and assigns. In the event of a successor or assign, the Customer/Developer or E.L.K. is required to give written notice to the other Party to this Agreement, identifying the name of the successor or assign and the date that the change comes into effect.

Miscellaneous

17. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Customer/Developer and E.L.K. or by their respective solicitors.
18. If there is a conflict between any provision written or typed in this agreement (including any Schedule to this Agreement and the Development Agreement in its executed format) and any provision in the printed portion hereof, the written or typed provision shall supercede the printed provision to the extent of such conflict. This agreement including any Schedules attached hereto, shall constitute the entire Agreement between the Customer/Developer and E.L.K.
19. Where Harmonized Sales Tax (H.S.T.) is applicable, then such H.S.T. shall be in addition to and not included in the amounts quoted in this Agreement and services provided to the Customer/Developer by E.L.K. unless otherwise stated to be inclusive of H.S.T. (such as paragraphs 1. And 2. Above)
20. It is intended that, without in any way varying the express terms of this agreement, the Policy Statement regarding Customer and Complaint Dispute Resolution shall be of application to this agreement.

21. Definitions: The following words and terms shall have the following meanings where used throughout this document and the schedules attached to it:

- a) "DSC" shall mean the Distribution System Code set forth by the Ontario Energy Board as amended or replaced from time to time and any numbers after such term shall represent the section of the DSC being referenced;
- b) "EEM" shall mean the Economic Evaluation Model used to calculate the Developer's Capital Contribution for the purposes of this document;

SIGNED BY THE AUTHORIZED OFFICERS AND COPIES RECEIVED

DATED at the Town of Essex in the County of Essex and Province of Ontario on this _____ day of _____ 2018.

The Corporation of the Town of Kingsville

Per: Jennifer Astrologo
Director of Corporate Services/Clerk

Date:

Per:
We have authority to bind the Corporation.

Date:

E.L.K. Energy Inc.:

Per: Michael Audet,
Chief Executive Officer

Date:

Per: Ron McDermott,
Chairman of the Board
We have authority to bind the Corporation.

Date:

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement For Construction Of Distribution System Expansion.

E.L.K. Energy Inc.:

The Corporation of the Town of Kingsville

Per: Michael Audet,
Chief Executive Officer

Per: Jennifer Astrologo
Director of Corporate Services/Clerk

Per: Ron McDermott,
Chairman of the Board

Per:

172 Forest Avenue
Essex, ON N8M 3E4

2021 Division Road North
Kingsville, ON N9Y 2Y9

Telephone (519) 776-5291

Telephone (519) 733-2305

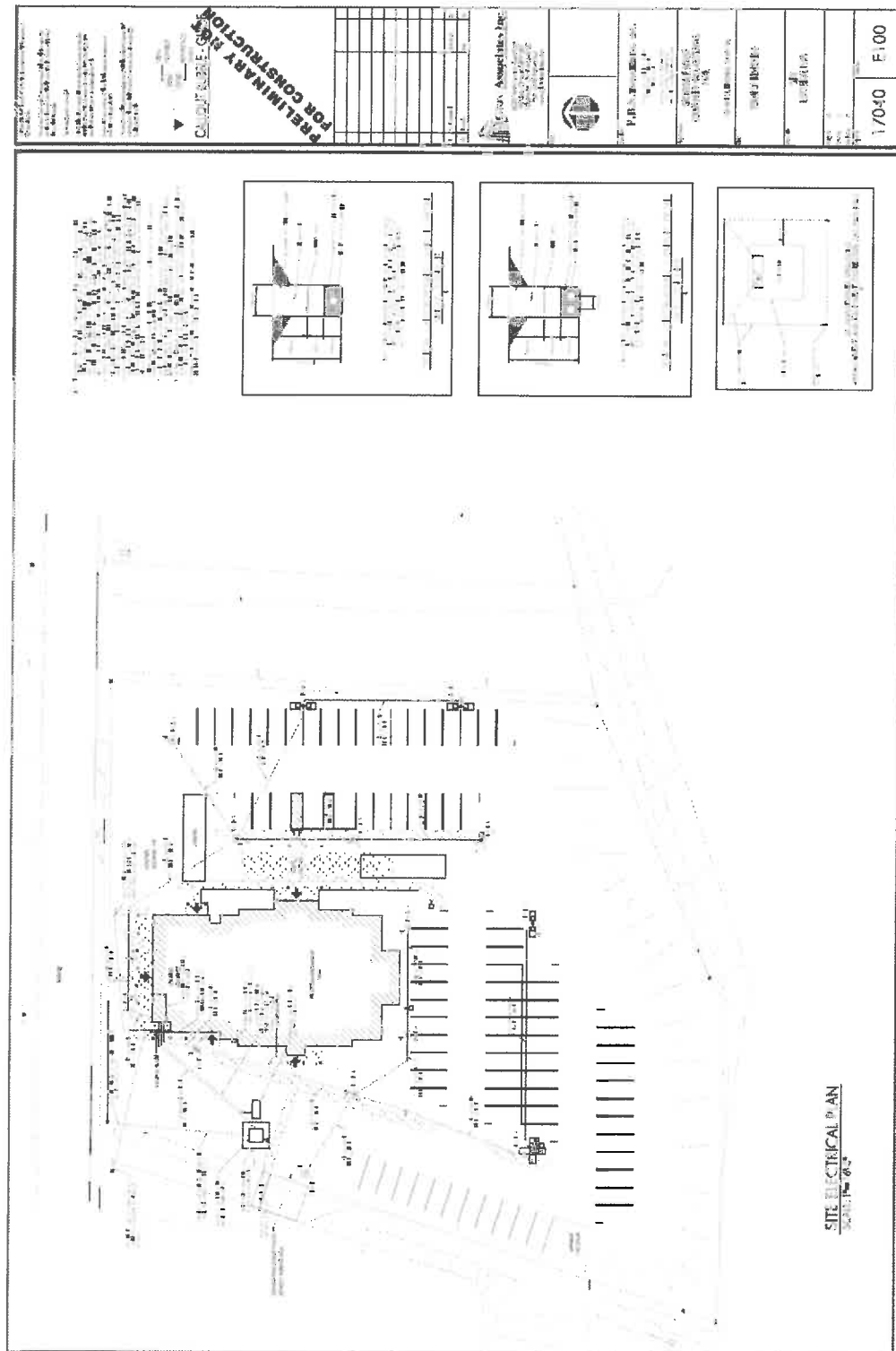
Fax (519) 776-5640

Fax (519)

Edwin C. Hooker,
Wolf Hooker Professional Corporation
Phone: (519) 776-4244
Fax: (519) 776-7727
E.L.K. Solicitor & telephone

Jennifer Astrologo
The Corporation of the Town of Kingsville
Phone: (519) 733-2305
Town Contact & telephone

Schedule A: Associated Drawings



Schedule B: Estimate of Work

The following capital contribution amount for the construction work associated with the distribution system upgrade/expansion was calculated using the E.L.K. Economic Evaluation Model as noted in Schedule D. The input quantities to the E.L.K. EEM came from the Customer/Developer's forecast of load to be connected over a 5 year connection horizon as detailed in Schedule C and the associated revenues and costs resulting from the connected load as determined by E.L.K..

The E.L.K. Economic Evaluation Model calculates that a Capital Contribution of \$44,533.30 is to be paid by the Customer/Developer to E.L.K. for the engineering design and construction of the upgrade/expansion to the main distribution system to supply the Customer/Developer's new electrical service. This Contributed Capital amount will be recalculated using the actual costs and connections over the 5-year connection horizon as noted in Items #3 & #11 in the main body of this agreement.

Listed below is a description of all the items associated with this upgrade/expansion work. Shown also is the estimated costs for each item and whether the item is eligible for the Alternative Bid Process which is described in Schedule E.

Item	Description	E.L.K. Estimated Cost	Eligible for Alter. Bid option (Y/N)	Initial to select Alter. Bid Item
1	Supply and install 150 KVA pad mount Transformer, transformer vault, primary duct bank.	\$32,314.76	Yes	
2	Terminate the primary cables on E.L.K.'s existing hydro pole.	\$6,864.07	No	
3	Place the new underground distribution system into service.	\$13,029.31	No	
4				
5				
Etc.				

(1) The breakdown of the total engineering and design, materials, labour, equipment and administration costs for E.L.K. to complete the project are as follows:

Engineering and Design	
Materials	\$ 29,894.40
Labour	\$ 11,044.70
Equipment	\$ 4,608.54
Administration	\$ 6,660.50
Total	<u>\$ 52,208.14</u>

(2) If the Customer/Developer uses the Alternative Bid Process as described in Schedule E, the additional E.L.K. costs to service the Alternative Bid Process is \$ 3,230.00

These E.L.K. services costs, to be paid by the Customer/Developer through periodic invoicing by E.L.K., may include but not be limited to, the following:

- a) Analysis of alternatives bid submissions,
- b) Supervision of work by pre-qualified contractor, and
- c) Costs of inspection and commissioning by E.L.K. staff.

If the Customer/Developer uses the Alternative Bid Process security shall be required as outlined below:

Description	Estimated Cost
Capital contribution as stated in Item #1 in the main body of this Agreement.	\$44,533.30
Additional E.L.K. costs to service the Alternative Bid Process in Schedule B (2) of this Agreement.	\$3,230.00
Expansion deposit securing: a) shortfalls in the load forecast as stated in Item #2 in the main body of this Agreement and b) failure of the i) Developer to construct the expansion to the proper design and technical standards and specifications and ii) the facilities to operate properly when energized 10% of the Expansion deposit, \$5,320.24, will be retained for the two year warranty period set forth in Schedule E of this Agreement.	\$53,202.43

Capital contribution calculation:

Present value of operating cash flow	\$ 13,909
Present value of taxes	\$ (3,686)
Present value of operating cash flow	\$ 10,223
Present value of capital	\$ (50,992)
Present value of CCA tax shield	\$ 1,359
Net present value	<u>\$ (39,410)</u>
HST	<u>\$ (5,123)</u>
Capital contribution	<u>\$ (44,533)</u>

Assumptions (as required by Appendix B of the Distribution System Code):

Customer connection horizon	5 years
Customer revenue horizon	25 years
Customer additions	As provided by customer/developer in Schedule C
Average energy/demand per added customer	Energy is utility/customer class specific historical and demand is as provided by customer/developer in Schedule C
Approved rates	E.L.K. Energy Inc. Tariff of Rates & Charges Effective and Implementation Date Nov 1, 2017
New facilities/investments/capital	As per Schedule B of the Offer to Connect dated Feb 12, 2018
Annual operating, maintenance and administration	Utility/customer class specific historical, range of \$2,328.51 to \$2,562.12 per year.
After tax weighted average cost of capital	Based on the prospective capital mix, debt and preference share cost rates, and the latest approved rate of return on common equity.
Marginal income tax rate	Current "substantively enacted" rates

Schedule C: Customer/Developer Information
Residential Subdivision

Total Number of Lots (this Phase only): _____

Planned Connection Schedule (# lots/yr.): Year 1 _____
 Year 2 _____
 Year 3 _____
 Year 4 _____
 Year 5 _____

Average size of Home: _____ sq. ft

I acknowledge that:

- 1. The above information will be used by E.L.K. to make me an offer for the connection of my electrical service(s) to their distribution system.**
- 2. If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.**

Customer: _____ **Date:** _____

Schedule C: Customer/Developer Information

General Service

Planned Connection Schedule (# lots per development year):

Year 1 1
 Year 2 0
 Year 3 0
 Year 4 0
 Year 5 0

Total number of connections: 1

Customer's Forecast of Electric Load:

	Month	kW Demand	kWh
1	Mar	45	1750
2	Apr	45	3000
3	May	60	3000
4	Jun	65	3000
5	Jul	65	4000
6	Aug	65	4500
7	Sep	65	4500
8	Oct	60	3000
9	Nov	45	2000
10	Dec	45	1750
11	Jan	45	1750
12	Feb	45	1750
	Average	54	2830

Design Peak demand 65 kW

Forecasted Plant Power Factor 90 %

Service Voltage (check appropriate one):

130/208 volts
☐ single phase
☒ three phase

Generator on Site (check yes or no):

☒ Yes
☐ No

List Large Motors

Type	HP	Voltage
Elevator	5	208/1
RTU (103A MCA)		208/3

I acknowledge that:

- The above information will be used by E.L.K. to make me an offer for the connection of my electrical service(s) to their distribution system.
- If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.

Customer (please print):

TLR DU GHECO

Date:

Jan 24/2018

Customer (signature):

[Signature]

Date:

January 24/2018

Schedule C: Customer/Developer Information
General Service Greater Than 500 kW

Substation Owned By (check appropriate one): ☐ Yes
☐ No

Customer's Forecast of Electric Load:

Month	kW Demand	KWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Average		

Design Peak demand _____MW Forecasted Plant Power Factor _____%

Customer's Forecasted Load Growth (% of Above Average Demand):

Year 1 _____
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

Service Voltage (check appropriate one): ☐ volts
☐ single phase
☐ three phase

Generator on Site (check yes or no): ☐ Yes
☐ No

List Large Motors

Type	HP	Voltage

I acknowledge that:

1. The above information will be used by E.L.K. to make me an offer for the connection of my electrical service to their distribution system.
2. If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.

Customer: _____ Date: _____

Schedule D: Expansion Deposit Annual Review

The expansion deposit will be returned in accordance with the Ontario Energy Board's Distribution System Code including paragraph 3.2.23:

Once the facilities are energized and subject to sections 3.2.22 and 3.2.25, the distributor shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year (i.e. if twenty percent of the forecasted connections or demand materialized in that year, then the distributor shall return to the customer twenty percent of the expansion deposit). This annual calculation shall only be done for the duration of the customer connection horizon as defined in Appendix B. If at the end of the customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, the distributor shall be allowed to retain the remaining portion of the expansion deposit.

Schedule E: Alternative Bid Process**Step #1**

E.L.K. shall calculate the Contributed Capital requirement of the asset upgrade/expansion using the Economic Evaluation Analysis as identified in Schedule D. The data input into the model for calculation was provided by the Customer/Developer (note Schedule C Customer/Developer Information) and by E.L.K.'s forecast of expected revenues and operational maintenance costs over the 5 year connection horizon.

Step #2

The Customer/Developer shall solicit bids, at their own expense, from pre-qualified contractors to construct the assets and perform the work identified in Schedule B as eligible for alternative bids. The Customer/Developer has the prerogative to select all or some of those eligible for alternative bids.

E.L.K. maintains a list of pre-qualified contractors for all services that are eligible for the Alternative Bid Process. The Customer/Developer shall request and obtain this listing of pre-qualified contractors from E.L.K. staff. Only contractors from this list shall be acceptable to construct the eligible items identified for alternative bids in Schedule B.

Step #3

The Customer/Developer shall take into consideration the estimated additional costs of the E.L.K. services for engineering and managing the Alternative Bid Process for constructing the expansion assets under the Alternative Bid Process. An estimate of these costs are detailed in Schedule B.

These E.L.K. services costs, to be paid by the Customer/Developer through periodic invoicing by E.L.K. may include, but not be limited to, the following:

- a) Analysis of alternatives bid submissions,
- b) Supervision of work by pre-qualified contractor, and
- c) Costs of inspection and commissioning by E.L.K. staff.

Step #4

The Customer/Developer shall evaluate the costs of those items eligible for the alternative bid in Steps #2 plus the additional costs of Step #3 and then decide whether to proceed with the Alternative Bid Process.

If the Customer/Developer chooses to proceed with the Alternative Bid Process then he should go to Step#6.

If the Customer/Developer chooses to have E.L.K. build the expansion assets then go to Step #5.

Step #5

Two Customer/Developer representatives with corporate binding authority shall:

- (a) Initial the attached Schedules to acknowledge their inclusion as a part of this Agreement.
- (b) Sign this Agreement.
- (c) Sign acknowledgement of receipt of a signed copy of this Agreement.

- (d) Submit payment, in cash/cheque payable to E.L.K., as a capital contribution for the construction costs in the amount noted in Item #1 of the main body of this Agreement and the expansion deposit called for in Item #2 of the main body of this Agreement.
- (e) Submit proof of a policy of public liability insurance as outlined in Item #12.1 of the main body of this Agreement.

Two E.L.K. representatives with corporate binding authority shall:

- (a) Initial the attached Schedules to acknowledge their inclusion as a part of the Agreement.
- (b) Sign this Agreement.
- (c) Sign acknowledgement of receipt of signed copy of this Agreement.

This terminates the Alternative Bid Process because of the Customer/Developer's choice to have E.L.K. construct the expansion. Do not proceed to Step #6.

Step #6

Two Customer/Developer representatives with corporate binding authority shall:

- (a) Initial the items on Schedule B for which the Customer/Developer will seek bids from pre-qualified contractors.
- (b) Initial the remaining Schedules to acknowledge their inclusion as a part of the Agreement.
- (c) Sign this Agreement.
- (d) Sign acknowledgement of receipt of signed copy of this Agreement.
- (e) Submit proof of a policy of public liability insurance as outlined in Item 12.1 of the main body of this Agreement.
- (f) Submit payment, in cash/cheque payable to E.L.K., as a capital contribution for the construction costs in the amount noted in Item #1 of the main body of this Agreement and the expansion deposit called for in Item #2 of the main body of this Agreement.

Two E.L.K. representatives with corporate binding authority shall:

- (a) Initial the items on Schedule B for which the Customer/Developer will seek bids from pre-qualified contractors.
- (b) Initial the remaining Schedules to acknowledge their inclusion as a part of the Agreement.
- (c) Sign this Agreement.
- (d) Sign acknowledgement of receipt of signed copy of this Agreement.

Step #7

Customer/Developer shall submit to E.L.K. for final written approval, detailed plans, specifications and drawings, in paper format and digitized AutoCad version 14, and such other material and information that E.L.K. may reasonably require.

The Customer/Developer must provide E.L.K. with original bid documents for review. The costs of the selected Alternative Bid will be borne directly by the Customer/Developer and all costs associated with the electrical distribution servicing shall be separately shown in all tenders and shall be monitored throughout the work by E.L.K. staff to ensure proper cost assignment.

Step #8

E.L.K. shall inspect, test and commission, at the Customer/Developer's expense, any distribution system assets constructed under the Alternative Bid Process. The Customer/Developer shall provide unimpeded access at all times for all employees,

contractors, subcontractors and agents of E.L.K. and for their equipment to perform installations, inspections, tests and commissioning works contemplated by this Agreement.

Step #9

Re-calculate the costs to identify the amount to be refunded or the increased cost to the Customer as per Item #2 of the main body of the Agreement. The settlement shall be refunded to the Customer/Developer on or before the completion of this Agreement as noted in Item #10, but not before the date and time of Item #11, in the main body of this Agreement.

Step#10

The initial demand or connections proposed by the Customer, as submitted in Schedule C, for the EEM, must be reasonable and shall be subject to acceptance by E.L.K. The Customer and E.L.K. agree that on the one year anniversary of the first dollars spent by E.L.K., the average demand and or customer connections for the period will be compared to the forecasted demand or customer connections as provided in Schedule C of this Agreement. E.L.K. shall, subject to Step #11, return annually the percentage of the expansion deposit in proportion to the actual demand or connections that materialized in that year. (*i.e.* if twenty percent of the forecasted connections or demand materialized in that year, then E.L.K. shall return to the customer twenty percent of the expansion deposit) This annual calculation shall only be done for the duration of the customer connection horizon, not to exceed five years. If at the end of the customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, E.L.K. shall be allowed to retain the remaining portion of the expansion deposit.

After the five year Connection Horizon, E.L.K. is not obligated to provide any re-evaluation of the proposed development.

Step #11

E.L.K. reserves its right to retain up to ten percent of the expansion deposit for a warranty period of two years. This portion of the expansion deposit can be applied to any work required to repair the expansion facilities within the two year warranty period. The two year warranty period begins:

- (a) when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
- (b) at the end of the customer connection horizon, five years from the energization date of the facilities, whichever is first. E.L.K. shall return any remaining portion of this part of the expansion deposit at the end of the two year warranty period.

Step #12

When the Customer/Developer transfers the expansion facilities that were constructed under the alternative bid option to E.L.K., and provided that E.L.K. has inspected and approved the constructed facilities, E.L.K. shall pay the Customer/Developer a transfer price. The transfer price shall be the lower of the cost to the Customer/Developer to construct the expansion facilities, which is the sum of;

- a) Additional E.L.K. costs to service the Alternative Bid Process in Schedule B (2) of this Agreement.
- b) The Customer/Developer's contractor costs to construct the expansion facilities.

or the amount set out in Schedule B of this offer to do the contestable work. If the Customer/Developer does not provide E.L.K. with the Customer/Developer's cost information in a timely manner, then E.L.K. may use the amount for the contestable work as set out in this offer for the transfer price instead of the Customer/Developer's cost.

Step #13

A settlement of the Capital Contribution amount may require the Customer/Developer to pay E.L.K. or it may be necessary for E.L.K. to refund the Customer/Developer the settlement amount depending on the results of the Economic Evaluation Analysis as identified in Schedule D. Where E.L.K. is required to pay a transfer price, the transfer price shall be considered a cost to E.L.K. for the purposes of completing the final Economic Evaluation Analysis.



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

Date: March 19, 2018

To: Mayor and Council

Author: Ryan McLeod, Director of Financial Services
Diane Broda, Payroll & Billing Supervisor

RE: Statement of Remuneration & Expenses 2017

Report No.: FS-2018-08

AIM

Provide a 2017 Statement of Remuneration & Expenses for Council and committee members.

BACKGROUND

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

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

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

DISCUSSION

The remuneration shown on the attached schedules reflect the monies paid to each member during 2017 inclusive of conferences and seminars.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

All remuneration to council and committee members was within budget estimates

CONSULTATIONS

None.

RECOMMENDATION

Council receives the Statement of Remuneration & Expenses report for 2017.

Diane Broda

Diane Broda
Payroll & Billing Supervisor

Ryan McLeod

Ryan McLeod CPA, CA
Director of Financial Services

Peggy Van Mierlo-West

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

2017 Council Remuneration Report

	Council Honorarium	Committee Honorarium	Event or Conference	Total
Coghill, S	\$ 16,719.48	\$ 2,000.00	\$ 950.00	\$ 19,669.48
Driedger, J	\$ 4,458.53	\$ 300.00	\$ -	\$ 4,758.53
Gaffan, T	\$ 16,719.48	\$ 6,908.68	\$ -	\$ 23,628.16
McIntyre, S	\$ 10,382.19	\$ 200.00	\$ -	\$ 10,582.19
Neufeld, T	\$ 16,719.48	\$ 6,902.92	\$ 4,528.52	\$ 28,150.92
Patterson, L	\$ 16,719.48	\$ 5,506.92	\$ 2,752.64	\$ 24,979.04
Queen, G	\$ 20,577.96	\$ 5,694.24	\$ 1,358.76	\$ 27,630.96
Santos, N	\$ 30,380.88	\$ 9,702.92	\$ 3,772.28	\$ 43,856.08
	\$ 132,677.48	\$ 37,215.68	\$ 13,362.20	\$ 183,255.36

2017 Committee Remuneration Report

	Committee Honorarium	Event or Conference	Total
Allen-Santos, S	\$ 600.00	\$ -	\$ 600.00
Bain, G	\$ 2,094.24	\$ -	\$ 2,094.24
Bain, P	\$ 1,600.00	\$ -	\$ 1,600.00
Barraco, J	\$ 300.00	\$ -	\$ 300.00
Baruth, M	\$ 500.00	\$ -	\$ 500.00
Bradley, T	\$ 400.00	\$ -	\$ 400.00
Brown, T	\$ 700.00	\$ -	\$ 700.00
Burrell, P	\$ 800.00	\$ -	\$ 800.00
Cacciavillani, E	\$ 900.00	\$ 1,968.30	\$ 2,868.30
Chauvin, M	\$ 500.00	\$ -	\$ 500.00
Denotter, H	\$ 200.00	\$ -	\$ 200.00
DeYong, K	\$ 1,200.00	\$ 361.20	\$ 1,561.20
Doey, D	\$ 600.00	\$ -	\$ 600.00
Dunnion, A	\$ 1,000.00	\$ -	\$ 1,000.00
Gaffan, J	\$ 2,994.24	\$ -	\$ 2,994.24
Girardin, S	\$ 600.00	\$ -	\$ 600.00
Gosselin, C	\$ 1,400.00	\$ -	\$ 1,400.00
Hickmott, N	\$ 600.00	\$ -	\$ 600.00
Horrocks, R	\$ 2,094.24	\$ -	\$ 2,094.24
Hughes, S	\$ 900.00	\$ -	\$ 900.00
Hunt, D	\$ 800.00	\$ 656.80	\$ 1,456.80
I'Anson, S	\$ 900.00	\$ -	\$ 900.00
Laman, D	\$ 700.00	\$ -	\$ 700.00
Laman, M	\$ 1,800.00	\$ -	\$ 1,800.00
Lamarche, A	\$ 1,000.00	\$ -	\$ 1,000.00
Lauzon, M	\$ 700.00	\$ -	\$ 700.00
Lucier, L	\$ 600.00	\$ -	\$ 600.00
Luffman, M	\$ 1,200.00	\$ -	\$ 1,200.00
Mastronardi, T	\$ 400.00	\$ -	\$ 400.00
McLeod, M	\$ 500.00	\$ -	\$ 500.00
Miljan, L	\$ 1,100.00	\$ -	\$ 1,100.00
Olson, S	\$ 500.00	\$ -	\$ 500.00
Peterson, B	\$ 400.00	\$ -	\$ 400.00
Quick, D	\$ 800.00	\$ -	\$ 800.00
Riddiford, B	\$ 900.00	\$ -	\$ 900.00
Stevenson, J	\$ 200.00	\$ -	\$ 200.00
Stranak, M	\$ 900.00	\$ -	\$ 900.00
Tremaine-Snip, M	\$ 800.00	\$ -	\$ 800.00
Truax, D	\$ 600.00	\$ -	\$ 600.00
Uprichard, M	\$ 500.00	\$ -	\$ 500.00
Vilardi, A	\$ 2,094.24	\$ -	\$ 2,094.24
Wallace-Gero, N	\$ 2,094.24	\$ 1,826.74	\$ 3,920.98
Welker, R	\$ 200.00	\$ -	\$ 200.00
Williams, D	\$ 800.00	\$ -	\$ 800.00
	\$ 40,471.20	\$ 4,813.04	\$ 45,284.24



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

Date: March 12, 2018
To: Mayor and Council
Author: Shaun Martinho H.B.Sc, C.E.T.
RE: Fleet Replacement Report
Report No.: MS 2018-11

AIM

To inform Council of the tendering process for a new Fleet acquisition, and recommend approval of the award of tenders.

BACKGROUND

Included in the 2018 capital schedule is the replacement of a 2005 GMC 5500 used for snow removal. This vehicle has reached the end of its useful life and has begun to incur unnecessary maintenance and repair costs. See the line item listed below:

Budget Line	Description	Dept.	Capital Cost	Reserve Funding	Impact
33	PW - Fleet Replacement 2005 GMC C5500 s/a truck	130	\$ 170,000	\$ 170,000	\$ -

DISCUSSION

As per the Town of Kingsville's procurement policy, the Municipal Services Department issued a tender for the replacement of this vehicle (See Appendix A). All of the proposals were reviewed and compared based on the criteria listed in the tender. It was determined that both vendors met all of the minimum specifications and the successful candidate was chosen based on lowest bid.

The results of the tendering and recommended vendors are as follows:

- Public Works will receive an International 7400 from Leamington International. Viking Cives will retrofit it with a hybrid salter/dump box. This truck will be used for both winter control and day-to-day operations throughout the year.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

The total cost for the replacement of this vehicle is outlined below. The deficit resulting from this purchase will be recovered from surplus of the existing vehicle for \$26,500.00 and savings from previously approved 2018 fleet purchases. The totals include all additional items required for outfitting of the vehicles and all applicable taxes.

	Cost (with Non-Rebateable HST)	Trade In	Net Cost	Approved Funding	Net Impact		
PW - International 7400	\$198,406.15	\$26,500.00	\$171,906.15	\$170,000.00	-\$1,906.15	}	\$1,739.07
PW - 2018 Dodge Ram Quad Cab	\$36,354.78	\$0.00	\$36,354.78	\$40,000.00	\$3,645.22		

CONSULTATIONS

Municipal Services – Director, Supervisor, and all outside staff.
Financial Services- Director

RECOMMENDATION

That council approves the acquisition of the Fleet assets as follows:

One (1) 2019 International 7400 from Leamington International outfitted with a snowplow and salter for \$198,406.15 inclusive of the HST burden.

Shaun Martinho

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

G.A. Plancke

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

Peggy Van Mierlo-West

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

Appendix A- Tender Results

18-501

Supply of 5-Ton Single Axle Truck with Snow Plow Package

Closing Date: Friday, March 9, 2018

Submission Summary

Vendor

Unofficial Value or Notes

Leamington International	Submission 1: \$194,286.70
Team Truck Centres	Submission 1: \$196,644.86



Gosfield North Sportsmen Association



December 18, 2017

Re: 2018 GNSA Fundraising

Dear Sponsor,

In 1985, the Gosfield North Sportsmen Association was established. The mandate of the club is to maintain and enhance the pheasant population on a local basis for the equal opportunity of the communities that we live. On July 13, 2000, the Gosfield North Sportsmen became an affiliated club of the Ontario Federation of Anglers and Hunters. In 2007, the club was incorporated as a not-for-profit organization and currently has a membership of 60 men and women of all ages and from many areas of Essex County.

Member dues, bird sales and private donations provide some of the operating funds of the club. In order to provide the necessary funds to continue and improve our pheasant release program, the club hosts several fundraising events annually. Our 28th Annual Wild Game Dinner will be on Saturday, April 7, 2018 and our 18th Annual Fish Fry will be on Saturday, September 22, 2018. Door prizes and raffle items are a very popular part of our events and is an integral part of the success of our fundraising events. We have been blessed with great sponsors in the past years and we hope that you will consider your support to our fundraising events and pheasant release program.

Once again, thank you for your consideration to become a sponsor of our fundraising to support the Gosfield North Sportsmen programs.

Yours truly;



Ken Roadhouse
Secretary
Fundraising Committee Member



March 13, 2018

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

The Jack Miner Migratory Bird Foundation would like to formally submit a request to the Town of Kingsville and Kingsville Council to consider creating two proclamations declaring that April 10, 2018 be “Jack Miner Day” and the week of April 10, 2018 be “National Wildlife Week” in the Town of Kingsville.

Born in Dover Centre (now Westlake) Ohio on April 10, 1865, Jack Miner moved with his family to Gosfield South Township at the age of 13. There, his family operated a brick and tile yard and Jack became a market hunter to help supplement the family income. In 1904, Jack Miner founded his Migratory Bird Sanctuary and began the process of actively trying to encourage waterfowl to migrate to his property. In 1909 Jack Miner began the practice of banding wild ducks as they passed through his Sanctuary in order to track their migratory patterns. Jack was one of the first in North America to develop this practise. In 1915 Jack Miner extended his banding to include Canada Geese and he began stamping each band with a unique Bible verse. By the time of his death in 1944, Jack had banded over 50,000 wild ducks and 40,000 migrating Canada Geese.

During his lifetime, Jack Miner befriended some of the leading thinkers and politicians of his time including Henry Ford, Prime Minister William Lyon Mackenzie King, members of the Dutch Royal Family, and Detroit Tiger Ty Cobb. At the time of his death, Jack Miner was ranked by several American newspapers as one of the 5 best known men in North American along with Henry Ford, Thomas Jefferson, Charles Lindbergh, and Eddie Rickenbacker. In 1947, the Canadian government passed the National Wildlife Week Act to honour Jack Miner’s contribution to Canadian Wildlife conservation. Each year the week of his birthday (April 10) has been designated National Wildlife Week across Canada and this year is the 70th Anniversary. It was the hope of the creators of the National Wildlife Week Act that people from across North America would visit the Jack Miner Migratory Bird Sanctuary on Jack’s birthday to celebrate his life and work in wildlife conservation.

The Jack Miner Migratory Bird Foundation was incorporated a registered not-for-profit charitable organization in 1931 in the United States of America and in 1936 in Canada. Today, the Foundation continues the good work started by Jack Miner by offering a safe haven for migratory waterfowl.

Proclamation #1 Jack Miner Day, April 10, 2018

Proclamation

Whereas: Jack Miner was born on April 10, 1865 in Dover Centre, Ohio, (now Westlake); and

The Jack Miner Migratory Bird Sanctuary/Foundation • 360 Road 3 West • Kingsville, Ontario, Canada • N9Y 2E5

Whereas: at the age of 13 he moved with his family to Kingsville, Ontario, Canada where he became a professional trapper and market hunter to help supplement the family income and later established a brick and tile manufacturing business; and

Whereas: in 1904 he founded the Jack Miner Migratory Bird Sanctuary for the conservation of migratory waterfowl; and

Whereas: in 1909 he began the practice of tagging wild ducks as they passed through his Sanctuary to better understand their migratory routes; and

Whereas: in 1915 he began the practice of tagging Canada geese and other geese as they passed through his Sanctuary to better understand their migratory routes; and

Whereas: the information collected led to the establishment of the Migratory Bird Act between the United States of America and Canada in 1916 and the Migratory Bird Convention Act in 1917, 100 years ago; and

Whereas: seventy-one years ago the Canadian Government established National Wildlife Week to take place across Canada each year during the week of Jack Miner's birthday, April 10th, as a lasting tribute to his contribution to Canadian wildlife conservation.

Now, Therefore, I, xxxxxxxxxxxxxx do hereby proclaim Monday, April 10th, 2018 as

Jack Miner Day in the Town of Kingsville

Proclamation #2 National Wildlife Week, April 8-14, 2018:

Whereas: A deserved and enduring tribute was paid to the world's greatest naturalist and founder of the Jack Miner Migratory Bird Sanctuary in Kingsville, Ontario, which bears his name, when the Canadian Parliament passed an Act fixing the week of his birthday, April 10th as National Wildlife Week and;

Whereas: Countless thousands of people have been privileged to visit the Sanctuary and continue to enjoy this unique spot year after year; and

Whereas: At the time of his death in 1944, Jack Miner was referred to as one of the 5 best known men in North America alongside Henry Ford, Thomas Jefferson, Charles Lindbergh, and Eddie Rickenbacker; and

Whereas: The Jack Miner Migratory Bird Foundation was founded in 1931 in the United States and 1936 in Canada to continue the Legacy of Jack Miner and continues to bring environmental and wildlife conservation issues to a new generation; and

Whereas: Across Canada celebrations of the 71st Anniversary of National Wildlife Week are taking place.

Now, Therefore, I, xxxxxxxxxxxxxx do hereby declare the week of April 8, 2018 as

The Jack Miner Migratory Bird Sanctuary/Foundation ● 360 Road 3 West ● Kingsville, Ontario, Canada ● N9Y 2E5

National Wildlife Week in the Town of Kingsville

Thank you for your consideration in this matter. If you have any questions please do not hesitate to contact the Sanctuary.

Best Regards,



Mary E. Baruth
The Jack Miner Migratory Bird Foundation™
P: 519.733.4034
F: 519.733.0932
mbaruth@jackminer.com
www.jackminer.ca

71st ANNIVERSARY



**Canada
NATIONAL WILDLIFE WEEK**

Est. 1947

Week of Jack Miner's Birthday, April 10, 1865



Join us April 8-14, 2018

APRIL 8, 2018

7:30am-11:30am - Dress Down Sunday Pancake & Sausage Breakfast Sponsored by Jobin Rock Farm FREE.

10:00am-4:00pm-Kingsport Environmental Raptor demonstration, Kids' activities, Essex Hunting Retriever Club demonstration, and tours of the Jack Miner Historic House and Museum. **DONATION.**

APRIL 10, 2018

12:00pm-2:00pm - Happy 153rd Birthday Jack Miner! Stop by the historic house for birthday cake & to kick off PHASE TWO of *The Jack Miner Drive Thru Art Gallery*.

7:00pm - Spring decor with Karen in the Jack Miner Heritage Centre. \$10.00 FEE. Pre-register.

APRIL 11, 2018

7:00pm - Join us for a Walk & Talk hosted by naturalist & bird expert Phil Roberts. Meet in the Jack Miner Heritage Centre. **RSVP. DONATION.**

APRIL 12, 2018

Make paracord bracelets with Kingsville Scouting. \$10 **DONATION** to Scouts. Pre-register.

APRIL 13, 2018

The Sun Parlour Folk Music Society proudly presents JP Cormier & Dave Gunning in the Playfair Stadium at the Sanctuary. **TICKETS ARE \$25.** Bring a cushion to sit on! Tickets/info.kingsvillefolkfest.org



Jack Miner
**BIRTHDAY
BASH
FUNDRAISER
DINNER**

SATURDAY, APRIL 14, 2018

DOORS OPEN AT 4:30PM

DINNER SERVED 5-7 PM

BANDS BEGIN AT 8PM

LAKESIDE PARK PAVILION

TICKETS: \$30 EACH OR \$55/COUPLE

CASH BAR: BEER & WINE, COOLERS

A 19 YEARS & OLDER EVENT

PRICE INCLUDES:

ENTERTAINMENT, DANCING, WILD GAME, & COLASANTI'S FAMOUS BROASTED CHICKEN.

ADVANCE TICKETS ONLY & AVAILABLE AT:

The Jack Miner Sanctuary
332 Road 3 W., Kingsville

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Back In Motion Chiropractic
22 Heritage Rd., Kingsville

BACK
in motion
CHIROPRACTIC

FEATURING:



For more information call

519.733.4034

EMAIL: questions@jackminer.com



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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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business card: \$325.00

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quarter page: \$725.00

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info@omfpoasymposium.com

*please be sure to include your **invoice number** and **contact person** in your email*



**REGULAR MEETING OF COUNCIL
MINUTES**

**Monday, March 12, 2018
7:00 PM
Council Chambers
2021 Division Road N
Kingsville, Ontario N9Y 2Y9**

Members of Council	Deputy Mayor Gord Queen Councillor Susanne Coghill Councillor John Driedger Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Larry Patterson Absent: Mayor Nelson Santos (on personal business)
Members of Administration	J. Astrologo, Director of Corporate Services R. Brown, Manager of Planning Services M. Durocher, Parks & Recreation Program Manager S. Kitchen, Deputy Clerk-Council Services S. Martinho, Public Works Manager R. McLeod, Director of Financial Services (@ 8:00 p.m.) P. Valore, Chief Building Official (@ 7:12 p.m.) P. Van Mierlo-West, CAO

A. CALL TO ORDER

Deputy Mayor Queen called the Regular Meeting to order at 7:00 p.m. with all members in attendance, except Mayor Santos (absent on personal business).

B. MOMENT OF SILENCE AND REFLECTION

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

C. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Queen 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. MATTERS SUBJECT TO NOTICE

1. PUBLIC MEETING - Zoning By-law Amendment ZBA/24/17 - 1552843 Ontario Ltd. 950 Seacliff (County Road 20) Pt. Lot 6, Concession 1 ED, Parts 1 and 2 RP 12R-23813

R. Brown, Manager of Planning and Development Services

i) Notice of Public Meeting: Zoning By-law Amendment ZBA/24/17 dated February 2, 2018

ii) Report of R. Brown, Manager of Planning Services, dated March 2, 2018 re: ZBA/24/17 and Site Plan Amendment SPA/21/17 with attached Appendices A to H and Amending Agreement.

iii) Proposed By-law 30-2018, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

The Applicant, Mr. Walter Branco, President of 1552843 Ontario Ltd. o/a Noah Homes, was in attendance.

Public Comments:

There were no questions or comments from anyone in attendance in the audience.

205-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Thomas Neufeld

That Council:

Approves Zoning Amendment Application ZBA/24/17 to amend the existing 'Agricultural Zone 1 Exception 22, (A1-22)' to correct the noted errors, provide greater clarification as to the permitted uses on the site, and adopt the implementing by-law; and further

Approves Site Plan Amendment Application SPA/21/17 to permit the relocation of a proposed shop and indoor storage building to the northeast corner of the lot as shown on the attached site plan; and further

Authorizes the Mayor and Clerk to sign the amending site plan agreement and have said agreement registered on title.

CARRIED

2. PUBLIC MEETING - Zoning By-law Amendment ZBA/01/18 617885 Ontario Limited o/a JEM Farms , 1583 & 1585 County Road 34 E Part Lot 9, Concession 2 ED

R. Brown, Manager of Planning Services

i) Notice of Public Meeting, dated February 15, 2018

ii) Report of R. Brown, Manager of Planning Services, dated February 26, 2018 with attached Appendices A, B and C

iii) Proposed By-law 32-2018, being a by-law to amend By-law 1-2014 the Comprehensive Zoning By-law for the Town of Kingsville

The Applicant, represented by Paul Mastronardi, Secretary, 617885 Ontario Limited o/a JEM Farms, was in attendance.

Public Comments:

There were no questions or comments from anyone in attendance in the audience.

206-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Susanne Coghill

That Council approves zoning by-law amendment ZBA/01/18 to permit a medical marihuana production facility at 1583 and 1585 County Road 34 E and address the required relief or exemption from Section 4.46 of Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

CARRIED

3. PUBLIC MEETING - Zoning By-law Amendment ZBA/02/18 Rico Roots Plant Farm Inc., NS Road 3 E Part of Lot 7, Concession 3 ED

R. Brown, Manager of Planning Services

- i) Notice of Public Meeting, dated February 15, 2018
- ii) Report of R. Brown, Manager of Planning Services, dated February 27, 2018 with attached Appendices A and B
- iii) Proposed By-law 33-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

The Applicant, Rico Roots Plant Farms Inc. represented by Rudy Mastronardi, President, was in attendance.

Public Comments:

There were no questions or comments from anyone in attendance in the audience.

207-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor John Driedger

That Council approves zoning by-law amendment ZBA/02/18 to permit a medical marihuana production facility on property located on the north side of Road 3 E and address the required relief or exemption from specific provisions of Section 4.46 of Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

CARRIED

4. PUBLIC MEETING - Zoning By-law Amendment ZBA/03/18 1659437 Ontario Limited, 1555-1557 County Road 34 E, Part of Lot 9, Concession 3 ED

R. Brown, Manager of Planning and Development Services.

- i) Notice of Public Meeting, dated February 15, 2018
- ii) Report of R. Brown, Manager of Planning Services dated February 28, 2018 with attached Appendices A and B
- iii) Proposed By-law 34-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

The Applicant, 1659437 Ontario Limited, represented by Mike Del Ciano, was in attendance.

Public Comments:

There were no questions or comments from anyone in attendance in the audience.

208-2017

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council approve zoning by-law amendment ZBA/03/18 to permit a medical marihuana production facility on property located at 1555 and 1557 County Road 34 E and address the required relief or exemption from specific provisions in Section 4.46 of Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

CARRIED

F. AMENDMENTS TO THE AGENDA

None.

G. ADOPTION OF ACCOUNTS

1. **Town of Kingsville Accounts for the monthly period ended February 28, 2018 being TD cheque numbers 0064622 to 0064925 for grand total of \$3,267,002.83**

209-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Susanne Coghill

That Council approve Town of Kingsville Accounts for the monthly period ended February 28, 2018 being TD cheque numbers 0064622 to 0064925 for grand total of \$3,267,002.83

CARRIED

H. STAFF REPORTS

1. **Communities in Bloom 2018**

M. Durocher, Parks and Recreation Programs Manager

210-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That Council concurs with the recommendation of the Parks, Recreation Arts and Culture Committee with regard to the Communities in Bloom status for 2018 (that the Town not compete in the judged portion of the National CIB Tour, and remain as a provincial member of CIB Ontario in the non-competitive friend category); and furthermore,

That Council direct Administration to evaluate the committee application process and implement a reporting requirement at the conclusion of each 4-year term, which report shall be provided from the Administrative support staff, as it pertains to each committee, in advance of the 2018-2022 term of Council.

CARRIED

2. Broadcasting Tower – 3165 South Talbot Road 2506312 Ontario Corp. (Southshore Broadcasting)

R. Brown, Manager of Planning Services

211-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Thomas Neufeld

That Council authorizes Administration to provide the applicant (2506312 Ontario Corporation) with a Statement of Concurrence that sufficient public consultation has occurred and public comments considered regarding the proposed broadcasting tower installation at 3165 South Talbot Road.

CARRIED

3. Timbercreek Estates Extension of Draft Plan of Subdivision Approval County File No. 37-T-06015, dated March 6, 2018

212-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Larry Patterson

That Council support the granting of a further three-year extension of the Draft Plan of Subdivision Approval for Phase 2 of the Timbercreek Estates Subdivision in the Town of Kingsville (County of Essex File No. 37-T-06015).

CARRIED

I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

No items.

J. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council - February 26, 2018

213-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council adopt Regular Meeting of Council Minutes dated February 26, 2018.

CARRIED

2. Regular 'Closed Session' Meeting of Council - February 26, 2018

214-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor John Driedger

That Council adopt Regular 'Closed Session' Meeting of Council Minutes dated February 26, 2018

CARRIED

K. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Planning Advisory Committee - November 21, 2017

215-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That Council receives Planning Advisory Committee Meeting Minutes dated November 21, 2017

CARRIED

2. Kingsville Accessibility Advisory Committee - December 12, 2017

216-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor John Driedger

That Council receives Kingsville Accessibility Advisory Meeting Minutes dated December 12, 2017

CARRIED

3. Committee of Adjustment - December 19, 2017

217-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

That Council receives Committee of Adjustment Meeting Minutes dated December 19, 2017

CARRIED

4. Union Water Supply System Joint Board of Management - December 20, 2017

218-2018

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

That Council receives Union Water Supply System Joint Board of Management Meeting Minutes dated December 20, 2017

CARRIED

5. Kingsville Heritage Advisory - January 23, 2018

219-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor John Driedger

That Council receives Kingsville Heritage Advisory Meeting Minutes dated January 23, 2018

CARRIED

6. Police Services Board - January 24, 2018

220-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council receives Police Services Board Meeting Minutes dated January 24, 2018

CARRIED

L. BUSINESS CORRESPONDENCE - INFORMATIONAL

- 1. County of Renfrew - Correspondence from Jennifer Murphy, Warden enclosing Resolution passed February 28, 2018 RE: Proposed amendments to Endangered Species Act**

- 2. Cedar Island Yacht Club - Correspondence from Paul Cairolì dated March 1, 2018 RE: Grant from Town of Kingsville to CIYC Youth Sail Program**

221-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council receives Business Correspondence-Informational items 1 and 2.

CARRIED

M. NOTICES OF MOTION

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

That Administration review the Town's existing policies, by-laws and the Official Plan in relation to the production of medical marihuana and provide a report back to Council to provide recommendations as to whether Council should:

- i) amend the zoning by-law to allow for the production of medical marihuana in newly constructed greenhouses that have proper odour control and security facilities, and if so, what is the process, the cost to undertake said amendment, and the implications of such an amendment;
- ii) consider medical marihuana has a legitimate greenhouse crop;
- iii) prohibit the use of old refurbished greenhouses for the production of medical marihuana, and what are the implications of such a restriction.

Councillor Driedger stated and clarified that section iii of the Notice of Motion (above-captioned) will not be included in his motion to be made this evening.

222-2018

Moved By Councillor John Driedger

Seconded By Councillor Tony Gaffan

That Administration review the Town's existing policies, by-laws and the Official Plan in relation to the production of medical marihuana and provide a report back to Council to provide recommendations as to whether Council should:

- amend The Zoning By-law to allow for the production of medical marihuana in newly-constructed greenhouses that have proper odour control and security facilities, and if so, what is the process, the cost to undertake said amendment, and the implications of such an amendment; and
- consider medical marihuana as a legitimate greenhouse crop.

CARRIED

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

WHEREAS the Avenues of Bainbridge, Nottingham and Oxford in the Municipality of Kingsville, formerly Gosfield South having not seen improvement prior to amalgamation;

AND WHEREAS these avenues having no streetlights, no sidewalks or multi-use paths for safe pedestrian travel;

AND WHEREAS the current condition of the roads do not allow for proper surface drainage to municipal storm sewers;

AND WHEREAS these streets provide a natural walking loop for residents of this area and to those who visit primarily for walking;

AND WHEREAS this Council has identified active transportation as a priority;

AND WHEREAS Administration has identified these roads to be outside of the 1 to 5 year rehabilitation program;

That the avenues of Bainbridge, Nottingham and Oxford, in the Municipality of Kingsville, formerly Gosfield South be brought within the 1 to 2 year priority range of the current Roads Needs study and that any safety concerns or tripping hazards be addressed immediately.

223-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Susanne Coghill

WHEREAS the Avenues of Bainbridge, Nottingham and Oxford in the Municipality of Kingsville, formerly Gosfield South, having not seen improvement prior to amalgamation;

AND WHEREAS these avenues having no streetlights, no sidewalks or multi-use paths for safe pedestrian travel;

AND WHEREAS the current condition of the roads do not allow for proper surface drainage to municipal storm sewers;

AND WHEREAS these streets provide a natural walking loop for residents of this area and to those who visit primarily for walking;

AND WHEREAS this Council has identified active transportation as a priority;

AND WHEREAS Administration has identified these roads to be outside of the 1 to 5 year rehabilitation program;

NOW THEREFORE BE IT RESOLVED that the avenues of Bainbridge, Nottingham and Oxford, in the Municipality of Kingsville, formerly Gosfield South be brought within the 1 to 2 year priority range of the current Roads Needs study and that any safety concerns or tripping hazards be addressed immediately.

DEFERRED BY MOTION 224-2018

224-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Larry Patterson

That the Motion be Deferred until completion of the 2018 municipal Road Tour.

CARRIED

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

None.

O. BYLAWS

1. By-law 30-2018

Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/24/17-950 Seacliff (County Road 20))

225-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor John Driedger

That Council read By-law 30-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/24/17; 950 Seacliff (County Road 20)) a first, second, and third and final time.

CARRIED

2. By-law 32-2018

Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/01/18; 1583 and 1585 County Road 34 East)

226-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council read By-law 32-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/01/18; 1583 and 1585 County Road 34 East) a first, second, and third and final time.

CARRIED

3. By-law 33-2018

Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/02/18; NS Road 3 E)

227-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor John Driedger

That Council read By-law 33-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/02/18; NS Road 3 E) a first, second, and third and final time.

CARRIED

4. By-law 34-2018

Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/03/18; 1555 and 1557 County Road 34 E)

228-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council read By-law 34-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/03/18; 1555 and 1557 County Road 34 E) a first, second, and third and final time.

CARRIED

5. By-law 35-2018

229-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Larry Patterson

That Council read by-law 35-2018, being a by-law to appoint a Deputy Chief Building Official for The Corporation of the Town of Kingsville a first, second, and third and final time.

CARRIED

6. By-law 36-2018

Being a By-law authorizing the entering into of an Amendment to the Site Plan Agreement with 1552843 Ontario Limited-Noah Homes.

230-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council read By-law 36-2018, being a by-law authorizing the entering into of an Amendment to the Site Plan Agreement with 1552843 Ontario Limited - Noah Homes (950 Seacliff Dr.) a first, second, and third and final time.

CARRIED

P. CONFIRMATORY BY-LAW

1. By-law 37-2018

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 12, 2018 Regular Meeting

231-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Larry Patterson

That Council read By-law 37-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 12, 2018 Regular Meeting a first, second, and third and final time.

CARRIED

Q. ADJOURNMENT

232-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Thomas Neufeld

That Council adjourn this Regular Meeting at 8:39 p.m.

CARRIED



MINUTES

TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE

FEBRUARY 8, 2018 @ 5:30 P.M.

Committee Room 'A', 2021 Division Rd N, Kingsville

A. CALL TO ORDER

Councilor T. Gaffan called the Regular Meeting to order at 5:50 p.m. with the following persons in attendance:

Members:

Mayor N. Santos
J. Gaffan
T. Gaffan
D. Hunt
M. Stranak
M. Lauzon
Absent: D. Quick

Members of Administration:

CAO P. Van Mierlo-West
Executive Assistant to the Mayor and CAO, J. Settingington
Tourism Coordinator, N. Cobby
BIA Coordinator, Christina Bedal

B. DISCLOSURE OF PECUNIARY INTEREST

When a member of the Committee has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of the Committee (or that was the subject of consideration at the previous Meeting of the Committee at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

C. PRESENTATIONS/DELEGATIONS

1. NONE

D. STAFF REPORTS

1. N. Cobby walked the committee through her London Wine and Food Show Report. It was a 3-day event, it included a large number of Southwest Ontario vendors, and Kingsville was the only municipality to attend. We collected 135 email addresses for our Escape to Kingsville promotion. It was received well, and when reviewing Google analytics following the show, it showed a 26% increase in users. M. Lauzon suggested if there was an opportunity next year we should look at approaching The Grove or Jack's as partners – we can promote their beer, offer

package/ballots. The booths that offered interactive 'games' or had wine/beer/cider had more people stopping after 8:00pm.

P. Van Mierlo-West commented that the uptake from the London Wine and Food Show was double the Zoomers Show, and seemed worth attending for the cost. Suggested we ask the businesses to track the number of people who use the Escape to Kingsville promotion.

D. Hunt recommended to speaking to businesses about discounts/promotions for all shows for the year, a long-term agreement, won't have to ask for each show. N. Cobby commented that she would like to see the map/locations grow. T. Gaffan suggested approaching the BIA for help with promotion. It was suggested we do a joint event with the BIA – open house/introductory meeting – explain what the committee is about, how we can help promote their businesses. C. Bedal stated that she is going to be looking at quarterly networking events for businesses, and could include this offer/map on the agenda. M. Stranak suggested we could look at this map/promotion similar to the EPIC wine passport.

Discussion about interactive 'game' to draw people in – suggested we look at doing that after 8:00pm – N. Cobby to research game options. Also need to bear in mind, need carpet and change/move booth around to accommodate. N. Cobby to follow-up with TWEPI re: any other upcoming shows to attend. P. Van Mierlo-West suggested talking to EDDK re: more promotions, more participation.

01-2018 Moved by M. STRANAK, seconded by J.GAFFAN to receive the report as presented

CARRIED

2. P. Van Mierlo-West walked the committee through Economic Development Conference documents. Need to look at changing tagline, confirming dates, arranging speakers. She talked to a lot of people at ROMA who were excited about the 2018 conference, need to lockdown dates so postcard can be handed out at various conferences/meetings. Looking at 2 streams - #1 Economic Development and #2 Tourism – and have a keynote speaker to bring the streams together. Would like to look at dates for the next 3 years, and procuring sponsorship for longer term – better for future budgeting.



MINUTES

Discussion amongst the group re: 2 tagline suggested – A: For the Road Ahead, and B: Start the Revival. Would like to start advertising soon – AMCTO email blast, social media. Need to decide on artwork, dates, and format. Discussion was had re: full day on Day #1, plus night market (like in 2017), on Day #2 perhaps having 1 keynote, lunch, networking and farewell. The group discussed stock photos for program cover page – can we do this ourselves, can we put 'Kingsville' in the background. N. Cobby stated that she could edit the proposed cover page.

Vote was taken and group preferred the tagline: The Road Ahead.

Discussion amongst the group re: dates – Thursday/Friday vs other days. Depends on how we see Day #2 – does it end with networking session, or do we focus on an 'experience'? Discussion re: location – can we move the Conference to the Grovedale? This isn't feasible because of the breakout sessions – there will not be enough room at the Grovedale – need the breakout sessions to appeal to a broader audience. Discussion about possibility of moving the night market on Day #1 to Grovedale, and providing music.

Decision to choose last Wednesday/Thursday in September for the next 3 years going forward.

02-2018 Moved by D.HUNT, seconded by M. STRANAK to receive the report as presented

CARRIED

3. N. Santos took over as Chair of the meeting and introduced new BIA Coordinator, Christina Bedal. C. Bedal gave a brief update on her first 2 weeks with the BIA. The AGM is on February 20, she will send an invitation out to the members of the committee, and Town Council. Kingsville BIA is celebrating 40 years this year. She is starting to work on the Shopping Guide for spring – looking to drum up additional interest.

E. BUSINESS CORRESPONDENCE – ACTION REQUIRED

1. LEAMINGTON DISTRICT CHAMBER OF COMMERCE Correspondence RE: CHAMBER MEMBERSHIP dated JANUARY 19, 2018

P. Van Mierlo-West brought forward correspondence she received. There are a few Kingsville establishments that are members of the Leamington District Chamber of Commerce. There are some benefits – tourism, pushing our promotional items, savings card, and synergy with the Chamber re: looking ahead at bringing post-secondary education to the area.

J. Gaffan stated he thought it was a good idea. Kingsville did try to get a Chamber, but it was stopped by the City of Windsor – now Windsor Essex Chamber of Commerce. He suggested looking at Category # 1 – Non Profit – cost is \$150/yr.

Discussion about who would attend these meetings – no need to attend monthly meetings, would not be on the Board. Attendance at AGM only required.

Motion to join under Category 1 – Non Profit Membership.

03-2018 Moved by T. GAFFAN, seconded by T. GAFFAN.

CARRIED

2. CANADIAN TRANSPORTATION MUSEUM & HERITAGE VILLAGE
Correspondence RE: 2018 EVENT GUIDE dated JANUARY 23, 2018

The Canadian Transportation Museum & Heritage Village reached out re: advertising in their 2018 Event Guide. Fantasy of Lights and Migration Festival are both providing 1 page advertisements – specific to their events.

Discussion re: amount and size of advertisement. N. Santos didn't have the exact figures but suggested the ad size/price to be approximately \$300 for half page.

Motion to purchase half page ad.

04-2018 Moved by T. GAFFAN, seconded by D. HUNT.

CARRIED

3. ONTARIO PLOWMEN'S ASSOCIATION Correspondence RE: COMMUNITY INFORMATION MEETINGS dated JANUARY 14, 2018

The Ontario Plowmen's Association contacted the Town of Kingsville to see if there was interest in attending a Community Information Meeting to learn more about hosting the International Plowing Match and Rural Expo in our community.

N. Santos asked the committee members if there was an interest in attending this introductory meeting. Discussion was had about the size of the Plowing Match –



MINUTES

typically draws anywhere from 30-85,000 people, and cost to host. T. Gaffan stated that Kingsville hosted the Essex County Plowing Match 17 years ago, on a smaller scale and not geared to overnight stays.

Discussion about meeting date – Saturday February 24 in Strathroy, and could anyone attend.

Motion to contact them asking for more information as no one is available to attend.

05-2018 Moved by J. GAFFAN, seconded by M. LAUZON.

CARRIED

F. MINUTES OF THE PREVIOUS MEETING

1. Tourism and Economic Development Committee Meeting Minutes —DECEMBER 7, 2018

One correction – change spelling of name to M. STRANAK

06-2018 Moved by J. GAFFAN, seconded by T. GAFFAN to receive the minutes of the Tourism and Economic Development Committee Meeting dated DECEMBER 7, 2018

CARRIED

G. NEW AND UNFINISHED BUSINESS

1. RINK BOARD ADVERTISING

P. Van Mierlo-West brought forward MyKingsville.ca advertising on the rink boards at the Kingsville Arena. N. Santos stated that we are paying for a rink board for the upcoming minor hockey tournament. P. Van Mierlo-West suggested we get the rink board designed and look at keeping it up after the tournament.

Discussion re: advertising on the stair risers – there would be no cost associated. T. Gaffan suggested since the Town of Kingsville owns the Arena – should look into something unique re: advertising. Is there something we can do for free?

P. Van Mierlo-West to look at options and bring the information back to the committee.

2. PROMOTIONAL ITEMS – CINDY’S HOME & GARDEN

P. Van Mierlo-West updated the group on sales of promotional items at Cindy’s Home & Garden – they sold out of toques and baseball hats, and the Town received \$430. Cindy’s is not taking a commission, this was a test run to see how merchandise sales went – looking at expanding the program. J. Gaffan suggested we send a thank you to Cindy’s.

N. Santos stated that we have received new stock – baseball hats, toques, baby onesies, kids t-shirts, women’s and men’s t-shirts and fleece. M. Lauzon asked whether should consider ‘other’ items – i.e. magnets, penny cranker.

3. CORRESPONDENCE – EXPLORE THE SHORE SPONSORSHIP

N. Santos stated that have received correspondence asking if we were interested in sponsoring Explore the Shore this year. Committee decided not to sponsor for 2018.

4. TWEPI UPDATE

N. Santos attended TWEPI meeting and updated committee on list of Kingsville establishments that would be in the 3rd Annual Best of List. Voting starts on February 19 and runs through to March 11. There are 42 categories and businesses in Kingsville are represented in most categories.

TWEPI is also starting a new promotion – they are refreshing their website and starting campaign Where can WE take you? They are working on new Food & Drink Guide and working on new branding.

5. BUSINESS AWARDS UPDATE

D. Hunt asked if there was an update on the upcoming Mayor’s Business Awards. P. Van Mierlo-West stated the date has changed – it is now Thursday June 14 at Mastronardi Estate Winery, and she is currently working on the marketing. She also stated that she would like to have a keynote speaker for the event, and has contacted 3 speakers to get more information. Speaker # 1 – topics of expertise included social media, marketing, Speaker # 2 – branding, social media, how to develop online marketing tools and Speaker # 3 – Tommy Europe – 5 steps – how to revitalize your business, Step it Up.

P. Van Mierlo-West stated that once the marketing is complete she would like to start pushing the advertising and sponsorship. The ticket cost per head will cover the

breakfast and look at sponsorships to cover the cost of a keynote speaker. She is looking at WFCU/Libro/TD/Mucci and some of the larger/local legal firms – staying away from companies that sponsored KEDC. Need to get the push out for nominees, ask BIA for help, send out a Media Release.

6. QUARTERLY BRAINSTORMING

T. Gaffan asked about taking the last half hour quarterly to discuss and brainstorm re: marketing, tourism. N. Cobby and C. Bedal mentioned that they had discussed this earlier – they talked about making ‘districts’ in Kingsville – Art District, Lakefront District, Entertainment District etc. – piecing together where you can find things. C. Bedal talked about partnering with the Historical Society to put together 45 minute pre-planned walking tours. T. Gaffan suggested the next Mayor’s Roundtable to be on Tourism. N. Santos stated that it is on the list.

7. ACCOMMODATION STUDY

D. Hunt asked about the Accommodation Study. P. Van Mierlo-West stated that we are waiting on the draft.

8. STRAT PLAN

D. Hunt inquired about the strat plan and P. Van Mierlo-West stated that it is going to Town Council on Monday February 12, 2018.

H. NEXT MEETING DATE

1. The next meeting of the Tourism and Economic Development Committee shall take place on MARCH 8, 2108 at COMMITTEE ROOM A, TOWN HALL @ 5:30 p.m.

Email to be sent to all committee members by J. Setterington to confirm meeting dates for 2018. Meetings will take place the second Thursday of the month.



MINUTES

I. ADJOURNMENT

07-2018 Moved by M. STRANAK seconded by T. GAFFAN to adjourn this Meeting at 7:30 p.m.

CARRIED

CHAIR, Mayor Santos

**RECORDING SECRETARY,
J. Setterington**

**REGULAR MEETING OF KINGSVILLE BIA
TUESDAY, FEBRUARY 13, 2018 AT 6:00 P.M.**

Carnegie Arts & Visitor Centre, 28 Division St. S, Kingsville, Ontario

A. CALL TO ORDER

Beth Riddiford called the Meeting to order at 6:03 pm with the following persons in attendance:

Members of BIA Board: Tony Gaffan, Beth Riddiford, Tim Sala, Brian Sanford,
Heather Brown, Roberta Weston, Trevor Loop, Gord Queen, Izabel Muzzin.

Regrets: Mike Lauzon

Absent:

Guests –

Members of Administration: Carolyn McGillivray, Christina Bedal

B. DISCLOSURE OF PECUNIARY INTEREST

Beth Riddiford reminded members that any declaration and its general nature is to be made prior to each item being discussed.

C. DELEGATIONS

D. AMENDMENTS TO THE AGENDA

1. **ASSOCIATE MEMBER REVIEW (B & B – DIANE BUSKA).** Board felt that the location was too far out of the BIA area and was denied.
BIA-008-2018 – motion to deny the application made by Tim Sala and 2nd by Brian Sanford. CARRIED

2. **BIA VOUCHER DEADLINE EXTENTION** was approved for Chiaroscuro at full value.

BIA – 009-2018 – Motion to approve the request was made by Heather Brown and seconded by Roberta Weston. CARRIED

3. **2018 TOWN GRANT REQUEST** – Both grant requests were approved by Council to include the Flower Grant and Facelift Grant. It was recommended that the BIA consider applying for pre-approval of the flower grant from the town for 2019.

E. ADOPTION OF ACCOUNTS

BIA Coordinator – Re: BIA Accounts as recorded in the monthly period ending January 2018.

BIA- 010-2018 Motion by Tim Sala and seconded by Roberta Weston, to approve the accounts. **CARRIED**

F. STAFF REPORTS

1. BIA Coordinator Christina Bedal – Re: Monthly Activity

The Coordinator presented her written report.

The website was discussed due to concerns of the content. Tony Gaffan requested that a computer be provided at the next meeting for a group review. The Coordinator will work to remove non-member businesses from the site prior to the next meeting.

2. **COUNCIL REP** Gord Queen – discussed the Access lease and that they too are responsible for restrooms in their building. By Law 32-2016 was reviewed. Tony and Gord to pursue the idea to approach the town to change our lease regarding bathroom cleaning. CIB budget was reviewed at their last meeting and they have changed their judging to National consideration to which CIB paid this bill. BIA has committed to attend meetings and be involved with CIB. Council met 2/12/18 where the new medical centre was approved and parking will be reduced to allow for proper storm water drainage. Condos to be built at a later time behind the medical centre. The Official Plan is being updated and a consultant has been hired by the town.

Tony Gaffan – Colasanti House is being designated as a Heritage Home. Ryan McCloud was promoted and Tony requested we invite him for a visit. Artifacts were found at the site of the new school property and a study is to take place by the school board. Budgets for the town have been completed. Lions Hall Park Meeting took place. Affordable Housing Meeting took place.

- 3 **EDDK** – It was confirmed that the budget for AGM food was \$20. Coordinator is to send RSVP information to Trevor and Heather. It was reported that Restaurant Week is being planned.

G. BUSINESS/CORRESPONDENCE – ACTION REQUIRED

1. Official Visitor Guide – It was discussed that we wish to participate and share a half page ad with Tourism. The Board needs to approve the ad prior to going to print. **BIA- 011-2018** Motion to approve by Tim Sala and seconded by Roberta Weston. **CARRIED**
2. Request for BIA Map and Guide – Due to quantities being low we will not be sending 100 copies to Barrie. Coordinator to send a friendly regret email. We plan to print more this year in keeping with the current look and size. 10,000 copies were discussed. Coordinator to obtain costing and quantity information and provide an email to the Board as a FYI. **BIA- 012-2018** Motion to approve by Heather Brown and seconded by Roberta Weston. **CARRIED**
3. Co-Op Student – KDHS has a student interested in performing her Co-Op Placement with the BIA. Coordinator met with the facilitator and interviewed the student and recommends participating in the program that will run February to June 2018. **BIA- 013-2018** Motion to approve by Trevor Loop and seconded by Roberta Weston. **CARRIED**
4. Probable Space Rental Request – Windsor Essex Pride Festival may wish our lower level space for 6 weeks, once a week for 2 hours for a Therapeutic Arts Expression Program. **BIA- 013-2018** Motion to approve by Tony Gaffan and seconded by Tim Sala. **CARRIED**
5. Artist Application – Artist sample work was reviewed. Artist is Kym Brundritt for December 208. **BIA- 014-2018** Motion to approve by Heather Brown and seconded by Izabel Muzzin. **CARRIED**
6. Motion to request to transfer \$5239 from the clock reserve to the capital budget for the purpose of funding 2017 clock expenses in excess of the 2017 clock donations was tabled. Coordinator to obtain details for the expenses occurred to present at the next meeting.
7. Motion to transfer \$5000 from the BIA general reserve to the BIA facelift reserve. **BIA- 015-2018** Motion to approve by Gord Queen and seconded by Heather Brown. **CARRIED**

H. MINUTES OF THE PREVIOUS MEETINGS

BIA-016-2018 – motion to approve the minutes from the January 9, 2018 and January 23, 2018 meetings made by Tony Gaffan and 2nd by Tim Sala. **CARRIED**

I. BUSINESS/ CORRESPONDENCE - INFORMATIONAL

1. Letter from the Kingsville Food Bank reviewed. Coordinator confirmed that in December 2017 the Kingsville Reporter did an article, picture and flowers were presented to recognize volunteers retiring.
2. The Kingsville BIA has been nominated by Best of Windsor Essex County as Best Shopping District. Voting instructions will be provided to members soon.

J. NEW AND UNFINISHED BUSINESS

1. Proposed Sub-Letting of part of our Space –

- Gord Queen updated that the town must approve any sub-letting activity
- Gord Queen shared that the motion went to Council asking for a plain language version of the lease and confirmed that members of Council now have copies of our lease

2. BIA Dollars –

- \$97,880 had been received as of 2/13/18

3. Printer Contract –

- Coordinator presented alternative printer leasing options provided by the vendor
- Board requested to see original contracts which the Coordinator will provide at the next meeting
- The options were discussed as a group and will be revisited at the next meeting

4. BIA Building Lease Alternative-

- Coordinator presented alternative leasing idea suggesting the BIA move solely to the basement level to realize rental and janitorial savings. The group discussed the idea and benefits of the movement as well as potential costs involved. **BIA- 017-2018** Motion of Reconsideration made by Gord Queen and seconded by Roberta Weston. **CARRIED**
BIA- 018-2018 Motion made by Gord Queen for BIA Chairperson and Coordinator to approach the town to begin discussions of this plan and seconded by Roberta Weston. **CARRIED**

5. Pop Up Businesses and Unwelcome Sidewalk Sale Vendors-

- Coordinator updated that discussions had taken place with the Town of Kingsville and OBIAA regarding both issues.
- The Town of Kingsville advised that they were implementing a requirement that Pop Up businesses are required to register each and every time they plan to pop up.
- It was requested that a letter go to the Town of Kingsville from the BIA BOM communicating the Board is unsatisfied with the approach, encourage public safety and to request notice of pop up registration information. **BIA- 019-2018** Motion made by Trevor Loop seconded by Roberta Weston. **CARRIED**
- Coordinator updated that during BIA hosted sidewalk sale events that the town recommended our members register their planned participation. This enables us to approach unwelcome vendors and invite them to leave. We may call the police if needed.

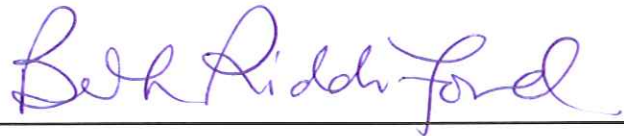
- Coordinator will include an article in an upcoming newsletter prior to asking members to be courteous of other members and to not host pop up businesses.

6. BIA Coordinator Benefits-

- Coordinator updated that Town of Kingsville HR has provided benefits package information that is different than what was previously provided and agreed upon by the Board and the Coordinator.
- The Coordinator is waiting for HR to provide details and options to be further discussed

K. Adjournment

BIA-020-2018 Motion by Gord Queen and seconded by Tony Gaffan to adjourn the meeting at 8:05 p.m. **CARRIED**



CHAIR, Beth Riddiford



RECORDING SECRETARY, Christina Bedal

**Ministry of Tourism,
Culture and Sport**

Minister

9th Floor, Hearst Block
900 Bay Street
Toronto, ON M7A 2E1
Tel: 416 326-9326
Fax: 416 326-9338

**Ministère du Tourisme,
de la Culture et du Sport**

Ministre

9^e étage, édifice Hearst
900, rue Bay
Toronto (Ontario) M7A 2E1
Tél. : 416 326-9326
Téléc. : 416 326-9338



March 20, 2018

Mayor Nelson Santos
2021 Division Road
North Kingsville, ON N9Y 2Y9

Re: Safe Cycling Education Fund 2017-18

I am pleased to inform you that The Town of Kingsville has been approved for \$7,500.00 in funding through the Safe Cycling Education Fund to support cycling safety.

The Safe Cycling Education Fund will provide over \$400,000 to support 62 communities throughout Ontario to deliver safe cycling education initiatives. These initiatives range from the development of safe cycling public education materials to the delivery of safe cycling or road safety training programs, supporting the implementation of #CycleON: Ontario's Cycling Strategy.

I want to thank you for your continued commitment to improve cycling safety in Ontario. Promoting safe cycling in communities across our province helps to promote active lifestyles and works to promote cycling as a healthy mode of transportation for all purposes.

If you have any questions, please email safecyclingeducationfund@ontario.ca and ministry staff can assist you. Ministry staff will follow-up with your program staff in the coming days regarding final reporting requirements.

With warm regards,

A handwritten signature in black ink, reading "Daiene Vernile".

Daiene Vernile
Minister

c: Steve Harlow, Assistant Deputy Minister
Andrew Plancke



KINGSVILLE HISTORICAL PARK INC.

**Box 404, Kingsville, Ontario, N9Y 2G1
519-733-2803**

March 17, 2018

Dear Mayor Santos,
Deputy Mayor Queen and
Councillors;
Susanne Coghill, Tony Gaffan, John Driedger, Larry Patterson and Thomas Neufeld.

Thank you so much for your generous donation of \$10,000 from the Community Grant fund to Kingsville Historical Park Museum.

As you know volunteers have committed time and financial funds in providing a quality museum not only to honour Veterans and their sacrifices for their family, friends and country but to enhance the quality of life for the residents of Kingsville in offering an educational and relevant tourist attraction in our community.

Expenses are always increasing as in any household but additional costs incurred to provide a venue for our one of a kind artifacts is continuing to be a financial hardship.

Competition with all worthwhile fundraising endeavors in the Town is always a challenge. We will continue to fundraise and be very prudent with every dollar that is received by our organization.

With the generous support of this council not only financially but your personal support allows the volunteers to continue to provide this community with a museum the entire town and area can be proud of.

Thank you on behalf of the volunteers for the grant and we look forward to your continued support.

Yours truly

Katherine Gunning
Secretary/Treasurer,
Kingsville Historical Park Museum

A Military Museum. Adjacent to Royal Canadian Legion Branch 188
145 Division Street South, Kingsville, Ontario.
Hours Monday, Tuesday, Thursday, Friday & Saturday 9:00 a.m. to 4:00 p.m.
Closed Wednesdays, Sundays and Holidays



Hamilton

Office of the City Clerk
City Manager's Office
City of Hamilton
71 Main St. W., 1st Floor
Hamilton, Ontario,
Canada L8P 4Y5
www.hamilton.ca

March 13, 2018

Association of Municipalities of Ontario (AMO)
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Rural Ontario Municipal Association
200 University Avenue, Suite 800
Toronto, ON M5H 3C6

Ontario Municipalities

Dear Sir/Madame,

Re: Offering School Property to Municipalities

At its meeting of February 28, 2018, Hamilton City Council endorsed The Town of Essex's resolution regarding the above matter, as follows:

That when schools boards make decisions to close schools that they have to offer the building to the local municipality for a dollar.

Yours truly,

Janet Pilon, CMMIII, DPA, CMO
Manager, Legislative Services/Deputy Clerk

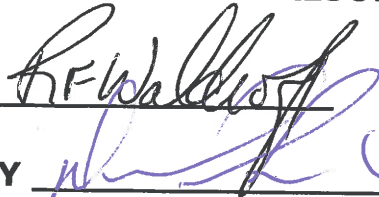
cc Robert Auger
Clerk, Legal and Legislative Services
Town of Essex

File: C18-003
(5.5)

TOWNSHIP OF SOUTH STORMONT

RESOLUTION

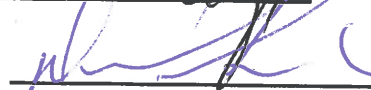
MOVED BY



RESOLUTION NO

062/2018

SECONDED BY



DATE March 14, 2018

Whereas municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

And whereas this outdated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignores them;

And whereas proposed Ontario legislation (Bill 139) will grant municipalities additional authority and autonomy to make decisions for their communities;

And whereas municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities and further that the province has recognized the value of municipal approval for power generation facilities;

And whereas the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15% and unless significant efforts are made to increase recycling and diversion rates, a new home for this Toronto garbage will need to be found, as landfill space is filling up quickly;

And whereas municipalities across Ontario are quietly being identified and targeted as potential landfill sites for future Toronto garbage by private landfill operators;

And whereas other communities should not be forced to take Toronto waste, as landfills can contaminate local watersheds, air quality, dramatically increase heavy truck traffic on community roads and reduce the quality of life for local residents;

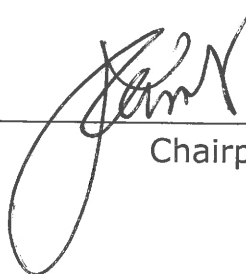
And whereas municipalities should be considered experts in waste management as they are responsible for this within their own communities and often have decades worth of in-house expertise in managing waste, recycling and diversion programs;

And whereas municipalities should have the exclusive right to approve or reject these projects and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

Now therefore be it resolved that the Township of South Stormont calls upon the Government of Ontario and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities prior to June, 2018; and that in the case of a two-tier municipality, the approval be required at both the upper tier and affected lower tier municipalities;

And further, that the Township of South Stormont encourage all other municipalities in Ontario to consider this motion calling for immediate provincial action.

☒ CARRIED ☐ DEFEATED ☐ DEFERRED



Chairperson

Recorded Vote:

Councillor Primeau	_____
Councillor Smith	_____
Councillor Waldroff	_____
Deputy Mayor Hart	_____
Mayor Bancroft	_____

TOWNSHIP OF SOUTH STORMONT

RESOLUTION

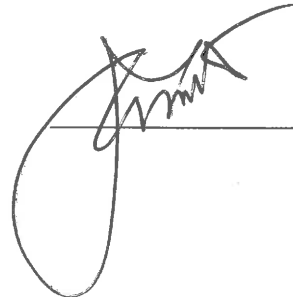
MOVED BY  **RESOLUTION NO** 048/2018
SECONDED BY  **DATE** March 14, 2018

That Council supports the Township of Norwich and requests that the Province ensure that the intent of the legislation and regulations relative to the Ontario Building Code continue to be principally for the protection of the public and occupant health and safety.

☒ CARRIED

☐ DEFEATED

☐ DEFERRED


Chairperson

Recorded Vote:

Councillor Primeau	_____
Councillor Smith	_____
Councillor Waldroff	_____
Deputy Mayor Hart	_____
Mayor Bancroft	_____



March 12, 2018

Via Email

Dear Mayor and Council:

**Re: 2018 National Public Works Week
May 20 – 26, 2018
"The Power of Public Works"**

Since 1960, public works officials in Canada and the United States have celebrated National Public Works Week. This annual observance, which takes place during the third full week in May, is designed to educate the public regarding the importance of our nation's public infrastructure and services. It serves, moreover, as a time to recognize the contributions of public works professionals who work in the public interest to build, manage and operate the essential infrastructure and services of our communities. The week is organized by the Canadian Public Works Association (CPWA) and the American Public Works Association (APWA) and is being celebrated for its 58th year in 2018.

The theme for the 2018 National Public Works Week is **"The Power of Public Works."** This theme gives voice to the impact the many facets of public works have on modern civilization. From providing clean water to disposing of solid waste, to building roads and bridges or planning for and implementing mass transit, to removing snow on roadways or devising emergency management strategies to meet natural or manmade disasters, public works services determine a society's quality of life.

As a steward of your municipality's public interest, we appeal to you to lend your support to our efforts by issuing a proclamation officially recognizing May 20–26, 2018 as National Public Works Week. Enclosed for your consideration is a draft proclamation. We hope to have all proclamations in our possession by April 13, 2018.

Together, the more than 30,000 members of CPWA and APWA in North America design, build, operate, and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to our economy and way of life. Their dedication and expertise at all levels of government are a capital investment in the growth, development, economic health—and ultimate

stability—of the nation. Therefore, we believe it is in the national interest to honour those who devote their lives to its service.

An effective public works program requires the confidence and informed support of all our citizens. To help public works professionals win that confidence and support, it is the mission of CPWA and APWA to promote professional excellence and public awareness through education, advocacy and the exchange of knowledge.

Through a variety of public education activities conducted by CPWA, its chapters and individual public works agencies—particularly during National Public Works Week—tens of thousands of adults and children have been shown the importance of the role of public works in society. The program also seeks to enhance the prestige of the professionals, operators and administrators serving in public works positions and to arouse the interest of young people to pursue careers in the field.

We respectfully request that you join other Canadian and U.S. Municipalities in proclaiming the importance of public works to the quality of life in our nations and affirm the contributions of public works professionals.

Should you have questions, please contact me at:

Ed Dujlovic
President, Ontario Chapter
Canadian Public Works Association
Director of Infrastructure and Development Services
City of Stratford
82 Erie Street, 3rd Floor
Stratford ON N5A 2M4
edujlovic@stratford.ca
519-271-0250 ext. 224

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Dujlovic', with a stylized flourish at the end.

Ed Dujlovic
President
Ontario Chapter, Canadian Public Works Association

National Public Works Week
May 20–26, 2018
"The Power of Public Works"

Municipal Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Ontario; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from provincial and municipal governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Canada to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities,

WHEREAS, the year 2018 marks the 58th annual National Public Works Week sponsored by the American Public Works Association and Canadian Public Works Association be it now,

RESOLVED, We, the Mayor and Council of *MUNICIPALITY* do hereby designate the week May 20–26, 2018 as National Public Works Week; I urge all our people to join with representatives of the Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Municipality to be affixed,

DONE at the _____, Ontario this _____ the day of _____ 2018.

Mayor

Minister of
Seniors Affairs

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

Ministre des Affaires
des personnes âgées

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Télec.: (416) 325-4787



Ontario

March 2018

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to submit a nomination for the **2018 Senior of the Year Award**. This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**; who, after the age of 65, has enriched the social, cultural, or civic life of his or her community. The award pays tribute to this accomplishment, while simultaneously showing how seniors are making a difference in the lives of those around them.

[Click here to submit a nomination.](#)

Deadline: April 30, 2018

A certificate will be provided by the Ontario government and include as signatories: Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself, Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to work with municipalities on this initiative. Seniors have generously offered their time, knowledge and expertise to make this province a great place to live and it is important we recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: ontariohonoursandawards@ontario.ca
Phone: 416-314-7526
Toll-free: 1-877-832-8622
TTY: 416-327-2391

Thank you for your support.

Sincerely,

Dipika Damerla
Minister



Mars 2018

Madame la mairesse, Madame la préfète, membres du conseil,
Monsieur le maire, Monsieur le préfet, membres du conseil,

J'ai le plaisir de vous inviter à proposer une candidature pour le **Prix de la personne âgée de l'année 2018**. Ce prix annuel a été instauré en 1994 pour donner à chaque municipalité la possibilité de rendre hommage à une personne âgée exceptionnelle de la localité qui, après ses 65 ans, a enrichi la vie sociale, culturelle ou citoyenne de sa collectivité. Le prix rend hommage à cette réalisation, tout en montrant parallèlement comment les personnes âgées font une différence dans la vie des gens autour d'elles.

[Cliquez ici pour proposer une candidature.](#)

Date limite : le 30 avril 2018

Un certificat sera offert par le gouvernement de l'Ontario et inclura comme signataires : Son Honneur l'honorable Elizabeth Dowdeswell, lieutenant-gouverneure, moi-même, ministre des Affaires des personnes âgées, et la ou le chef du conseil de la localité.

Le gouvernement de l'Ontario est fier de travailler avec les municipalités sur cette initiative. Les personnes âgées ont généreusement fait don de leur temps, de leurs connaissances et de leur savoir-faire pour faire de cette province un endroit où il fait bon vivre, et il est important que nous rendions hommage à leurs précieuses contributions.

Pour toute question, veuillez communiquer avec le Secrétariat des distinctions et prix de l'Ontario :

Courriel : ontariohonoursandawards@ontario.ca
Téléphone : 416 314-7526
Sans frais : 1 877 832-8622
ATS : 416 327-2391

Je vous remercie de votre appui, et je vous prie de croire à l'expression de mes sentiments les meilleurs.

La ministre,

A blue ink signature of Dipika Damerla, written in a cursive style.

L'honorable Dipika Damerla



March 12, 2018

To: Association of Municipalities of Ontario (AMO)
200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Federation of Canadian Municipalities (FCM)
24 Clarence Street
Ottawa, Ontario K1N 5P3

And To: All Ontario Municipalities

Re: User Pay Childcare Services at AMO and FCM Conferences

Dear Sir/Madam,

At its regular council meeting of March 5, 2018, Essex Town Council discussed the issue of ensuring access to childcare services for elected and municipal officials when they attend with their families at AMO and FCM conferences.

As a result of the discussion the following resolution was passed by Essex Town Council at its March 5, 2018 regular meeting:

Moved by Councillor Bondy
Seconded by Councillor Voakes

(R18-03-096) That the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) be requested to offer user pay childcare services at conferences during conference hours;

And that this resolution be circulated to all Ontario municipalities.

Carried



On behalf of Essex Town Council we accordingly ask the Association of Municipalities of Ontario and the Federation of Canadian Municipalities to respectfully give consideration to this request. Should you have any questions or comments regarding this matter, please feel free to contact the undersigned.

Yours truly

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

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

RA/Im

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 25-2018

*Being a by-law to provide for the construction of
a replacement bridge over the Loyst Drain
Owner: Todd Porter & Monica Totten [590-07500]
in the Town of Kingsville, in the County of Essex*

WHEREAS the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the Loyst Drain;

AND WHEREAS the report dated January 9th, 2018 has been authored by Gerard Rood, P. Eng. and the attached report forms part of this by-law;

AND WHEREAS \$26,900.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

AND WHEREAS Council is of the opinion that the report of the area is desirable;

THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:

1. AUTHORIZATION

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

2. BORROWING

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$26,900.00 being the amount necessary for the completion of the drainage works.

3. DEBENTURES

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

4. PAYMENT

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$26,900.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing

of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

Loyst Drain
Town of Kingsville

- 9 -

2018-01-09

SCHEDULE OF ASSESSMENT
LOYST DRAIN
Porter & Totten Bridge
Town of Kingsville

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Aff'd	Acres Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
		County Road 34		2.430	6.00	County of Essex	\$ -	\$ 864.00	\$ -	\$ 864.00
		North Talbot Road		4.320	10.67	Town of Kingsville	\$ -	\$ 1,538.00	\$ -	\$ 1,538.00
		Inman Side Road		1.100	2.72	Town of Kingsville	\$ -	\$ 392.00	\$ -	\$ 392.00
		Road 7 East		0.150	0.37	Town of Kingsville	\$ -	\$ 53.00	\$ -	\$ 53.00
		Road 6 East		0.485	1.20	Town of Kingsville	\$ -	\$ 173.00	\$ -	\$ 173.00
Total on Municipal Lands.....							\$ -	\$ 3,020.00	\$ -	\$ 3,020.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Aff'd	Acres Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00520	STR	Pt Lot 259	0.89	0.360	0.89	Andreas & Eivra Miller	\$ -	\$ 36.00	\$ -	\$ 36.00
410-00650	STR	Pt Lot 260	1.14	0.461	1.14	Dale Chen	\$ -	\$ 43.00	\$ -	\$ 43.00
420-00700	NTR	Pt Lot 259	1.69	0.684	1.69	Ronald & Emily Hicks	\$ -	\$ 55.00	\$ -	\$ 55.00
420-00901	NTR	Pt Lot 260	1.10	0.445	1.10	Heinrich & Helena Redecop	\$ -	\$ 42.00	\$ -	\$ 42.00
420-02500	NTR	Pt Lot 263	0.48	0.194	0.48	Frank Shepley & Judith Pfohl	\$ -	\$ 45.00	\$ -	\$ 45.00
420-02701	NTR	Pt Lot 262	0.86	0.348	0.86	Chad & Sonya Bedal	\$ -	\$ 70.00	\$ -	\$ 70.00
420-02900	5	Pt Lot 16	2.00	0.809	2.00	Jack & Cheryl Robinson	\$ -	\$ 121.00	\$ -	\$ 121.00
480-00270	6	Pt Lot 16	0.55	0.223	0.55	Douglas & Ruby Cowell	\$ -	\$ 49.00	\$ -	\$ 49.00
480-00510	6	Pt Lot 16	0.46	0.186	0.46	Brian & Sharon Haggins	\$ -	\$ 45.00	\$ -	\$ 45.00
590-07500	NTR	Pt Lot 264	0.28	0.057	0.14	Todd Porter & Monica Totten	\$ 9,873.00	\$ 15.00	\$ -	\$ 9,888.00
Total on Privately Owned - Non-Agricultural Lands.....							\$ 9,873.00	\$ 521.00	\$ -	\$ 10,394.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Plan No.	Lot or Part of Lot	Acres Owned	Hectares Alftd	Acres Alftd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00400	STR	Pt Lot 259	49.80	10.117	25.00	Julius & Martha Iles	\$ -	\$ 328.00	\$ -	\$ 328.00
410-00600	STR	Pt Lot 260	65.95	20.234	50.00	Hillside Hothouse Limited	\$ -	\$ 655.00	\$ -	\$ 655.00
410-00800	STR	Pt Lot 260	53.95	3.237	8.00	John & Linda Upcott	\$ -	\$ 105.00	\$ -	\$ 105.00
420-00600	NTR	Pt Lot 259	50.00	4.047	10.00	John Sinclair	\$ -	\$ 131.00	\$ -	\$ 131.00
420-00800	NTR	Pt Lot 259 & 260	125.29	42.221	104.33	Richard & Jennifer Hicks	\$ -	\$ 1,708.00	\$ -	\$ 1,708.00
420-00900	NTR	Pt Lot 260 & 261	49.00	18.656	46.10	Gordon Daniher	\$ -	\$ 604.00	\$ -	\$ 604.00
420-01000	NTR	Pt Lot 261	21.00	6.475	16.00	John & Linda Upcott	\$ -	\$ 210.00	\$ -	\$ 210.00
420-01100	NTR	Pt Lot 261	59.01	9.915	24.50	Jeffrey & Stewart Stevenson	\$ -	\$ 321.00	\$ -	\$ 321.00
420-01200	NTR	Pt Lot 261	115.00	32.375	80.00	Roger & Bonita Moore	\$ -	\$ 1,048.00	\$ -	\$ 1,048.00
420-02400	NTR	Pt Lot 263	47.90	4.280	10.58	Kelly Armstrong	\$ -	\$ 277.00	\$ -	\$ 277.00
420-02450	NTR	Pt Lot 263	49.42	20.000	49.42	Linda & Henry Armstrong	\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
420-02600	NTR	Pt Lot 262	50.00	10.522	26.00	James Stevenson	\$ -	\$ 681.00	\$ -	\$ 681.00
420-02700	NTR	Pt Lot 262	49.14	10.578	26.14	Wanda Stevenson	\$ -	\$ 685.00	\$ -	\$ 685.00
420-02800	5	Pt Lot 16	16.60	6.718	16.60	Faye DeVries	\$ -	\$ 435.00	\$ -	\$ 435.00
420-03000	5	Pt Lot 17	92.26	6.455	15.95	Delellis Farms Limited	\$ -	\$ 418.00	\$ -	\$ 418.00
480-00300	6	Pt Lot 16	55.94	5.145	12.71	Douglas & Ruby Cowell	\$ -	\$ 333.00	\$ -	\$ 333.00
480-00400	6	Pt Lot 16	39.60	4.047	10.00	405851 Ontario Limited	\$ -	\$ 262.00	\$ -	\$ 262.00
480-00500	6	Pt Lot 16	49.54	5.463	13.50	Raymond & Brian Haggins	\$ -	\$ 354.00	\$ -	\$ 354.00
590-00100	NTR	Pt Lot 264	72.75	10.927	27.00	Thomas & Carole Boyd	\$ -	\$ 707.00	\$ -	\$ 707.00
590-00300	NTR	Pt Lot 264	45.90	3.238	8.00	Gordon Daniher	\$ -	\$ 210.00	\$ -	\$ 210.00
590-07600	NTR	Pt Lot 264	26.55	8.596	21.24	Patrick Gaspar	\$ -	\$ 557.00	\$ -	\$ 557.00
590-07700	NTR	Pt Lot 264	51.30	20.760	51.30	Robert Boyd	\$ -	\$ 1,344.00	\$ -	\$ 1,344.00
Total on Privately Owned - Agricultural Lands (grantable)							\$ -	\$ 12,568.00	\$ -	\$ 12,568.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Hectares Affid	Acres Affid	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00510	STR	P1 Lot 259	48.85	19.769	48.85	John & Jennifer Fittler	\$ -	\$ 640.00	\$ -	\$ 640.00
480-00301	6	P1 Lot 16	29.4	2.746	6.79	Richard & Debra Cowell	\$ -	\$ 178.00	\$ -	\$ 178.00
Total on Privately Owned - Agricultural Lands (non-grantable):							\$ -	\$ 818.00	\$ -	\$ 818.00
TOTAL ASSESSMENT							\$ 9,873.00	\$ 17,027.00	\$ -	\$ 26,900.00

1 Hectare = 2.471 Acres
Project No REI2016D049
January 9th, 2018

6. CITATION

This by-law comes into force on the passing thereof and may be cited as the "Bridge over the Loyst Drain – Todd Porter & Monica Totten [590-07500]" by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED
THIS 26th DAY OF MARCH, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

**READ A THIRD TIME AND FINALLY PASSED THIS DAY OF
2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 38-2018

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. Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 9, Concession 2 ED, and locally known as 1581 County Road 34 E as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 Exception 57 (A1-57)' to 'Agriculture Zone 1 Exception 62 (A1-62)'.
2. 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
26th DAY OF MARCH, 2018.**

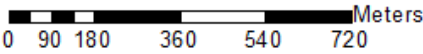
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 9, Concession 2 ED
1581 County Road 34 E
Zoning By-law Amendment ZBA/01/18



Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 Exception 57 (A1-57)' to 'Agriculture Zone 1 Exception 62 (A1-62)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 39 - 2018

Being a By-law authorizing the entering into of a Minor Development Agreement with Jeremy Wood

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

AND WHEREAS The Corporation of the Council of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into an Agreement with Jeremy Wood.

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

1. **THAT** the Town enters into and executes with Jeremy Wood an Agreement attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26TH DAY OF MARCH, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



AGREEMENT

THIS AGREEMENT made (in triplicate) this 26th day of March, 2018,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

JEREMY WOOD

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 140 Road 3 E being Concession 3, ED, Part of Lot 1, in the Town of Kingsville, in the County of Essex, Province of Ontario (the "subject lands");

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

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

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a new dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a new dwelling on the subject lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the existing dwelling on the subject lands.

4. The Owner shall proceed to demolish the existing dwelling on the subject lands after receiving approval to occupy the new dwelling and obtaining the necessary permits within 90 days of receiving approval to occupy the new dwelling or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.
5. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 4 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
6. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
7. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
8. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

SIGNED SEALED AND DELIVERED

PROPERTY OWNER

WITNESS

JEREMY WOOD

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 40 - 2018

Being a By-law authorizing the entering into of a Minor Development Agreement with Dean Bernardes

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

AND WHEREAS The Corporation of the Council of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into an Agreement with Dean Bernardes.

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

1. **THAT** the Town enters into and executes with Dean Bernardes an Agreement attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26TH DAY OF MARCH, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



AGREEMENT

THIS AGREEMENT made (in triplicate) this 26th day of March, 2018,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

DEAN BERNARDES

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 267 Road 3 E being Concession 2, ED, Part of Lot 2, in the Town of Kingsville, in the County of Essex, Province of Ontario (the "subject lands");

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

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

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a new dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a new dwelling on the subject lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the existing dwelling on the subject lands.

4. The Owner shall proceed to demolish the existing dwelling on the subject lands after receiving approval to occupy the new dwelling and obtaining the necessary permits within 90 days of receiving approval to occupy the new dwelling or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.
5. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 4 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
6. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
7. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
8. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

SIGNED SEALED AND DELIVERED

PROPERTY OWNER

WITNESS

DEAN BERNARDES

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 41 - 2018

Being a By-law to amend By-law 99-2016, being a By-law to exempt certain lands from Part Lot Control (Winterberry Subdivision-Plan 12M-627) to correct and change a typographical error in the legal description from “Blocks 1-15 (inclusive)” to be corrected to identify “Lots 1-15 (inclusive)” (Housekeeping)

WHEREAS by By-law 99-2016, duly enacted on the 11th day of October, 2016 and subsequently approved pursuant to Section 50(7) of the *Planning Act* by the County of Essex on the 26th day of October, 2016, certain lands were exempted from Part Lot Control, as described in said By-law (herein described as “the exempted lands”);

AND WHEREAS Section 1 of By-law 99-2016 setting out the legal description of the exempted lands included a typographical misnomer in the legal description in that the word “Blocks” was inserted in the description, rather than “Lots”;

AND WHEREAS notwithstanding the typographical misnomer the By-law was duly and properly registered (with reference to Lots, rather than “Blocks”) as Instrument Number CE786072 on the 9th day of August, 2017;

AND WHEREAS The Corporation of the Town of Kingsville now deems it expedient to amend By-law 99-2016 to correctly describe the exempted lands.

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

1. **THAT** Section 1 of By-law 99-2016 be deleted in its entirety and replaced with the following Section 1:

“1. Subject to the terms and conditions of this By-law, the provisions of subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, c. P.13, do not apply to certain lands within Registered Plan 12M-627, which lands are more particularly described as follows:

Lots 1 to 15 (inclusive), Plan 12M-627, in the Town of Kingsville, in the County of Essex.”

2. That all other terms set out in said By-law 99-2016 shall remain in full force and effect.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26TH DAY OF MARCH, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 42-2018

Being a By-law authorizing the entering into of Amendment No. 2 to an Ontario Transfer Payment Agreement under the Source Protection Municipal Implementation Fund (SPMIF_1516_004) with Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change for the Province of Ontario

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

AND WHEREAS the Town now deems it expedient to enter into Amendment No. 2 to an Ontario Transfer Payment Agreement under the Source Protection Municipal Implementation Fund (SPMIF_1516_004);

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

1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change, Amendment No. 2 to an Ontario Transfer Payment Agreement under the Source Protection Municipal Implementation Fund (SPMIF_1516_004), 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 said Amendment No. 2 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 26TH DAY OF MARCH, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

AMENDMENT NO. 2
to a Ontario Transfer Payment Agreement under the
Source Protection Municipal Implementation Fund (SPMIF_1516_004)

THIS AMENDMENT NO. 2 made in duplicate, as of the 7th day of March 2018,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the “Province”)

- and -

The Corporation of the Town of Kingsville

(the “Municipality”)

WHEREAS the parties entered into a transfer payment agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the “**Agreement**”);

AND WHEREAS the parties entered into Amendment No. 1 as of March 16, 2017 to extend the term of the Agreement, add an additional report, and include new timelines;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 2, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:
 - 2.1 Section 2.1 is deleted in its entirety and replaced with the following:
 - 2.1 The term of the Agreement shall commence on the Effective Date and shall expire 90 days after the final report due date in Schedule “D” unless terminated earlier pursuant to Article 9. The Municipality

shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

- 2.2 The first paragraph in Section B.1 (Eligible Activities) as amended by Amendment No. 1 is deleted and replaced with the following:

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality's behalf, between December 13, 2013 and December 31, 2018 that are directly related to the following:

- 2.3 The chart in Schedule "D" (Reports) as amended by Amendment No. 1 is deleted in its entirety and replaced with the following:

Name of Report	Due Date
Progress Report 1	August 26, 2016
Collaboration Statement	March 5, 2017
Progress Report 2	August 25, 2017
Progress Report 3	December 8, 2017
Progress Report 4	October 31, 2018
Final Report	January 31, 2019
Other Reports as specified from time to time	On a date or dates specified by the Province.

3. This Amendment No. 2 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 2 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario
as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the Town of Kingsville

Name: Nelson Santos
Title: Mayor

Name: Jennifer Astrologo
Title: Director of Corporate Services/Clerk

We have authority to bind the Municipality.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 43 - 2018

**Being a By-law authorizing the entering into of an Offer to Connect with
E.L.K. Energy Inc. to construct the distribution system
upgrade/expansion required for supplying electrical service to
The Corporation of the Town of Kingsville
at the property known municipally as 103 Park St., Kingsville**

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 Offer to Connect with E.L.K. Energy Inc.

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

1. **THAT** the Town enters into and executes with E.L.K. Energy Inc. an Offer to Connect 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 Offer to Connect 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
26TH DAY OF MARCH, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

OFFER TO CONNECT



The Corporation of the Town of Kingsville

February 28, 2018

E.L.K. Energy Inc. (hereafter identified as E.L.K. or the Board) makes this Estimated Offer to construct the distribution system upgrade/expansion required for supplying electrical service to

Customer/Developer, The Corporation of the Town of Kingsville, at the following Property known municipally 103 Park Street Kingsville, ON and legally described as Part Lot 1, Con. 1 Eastern Division Gosfield (Kingsville) as in R1083172; in the Town of Kingsville in the County of Essex as indicated in the single line drawing of Schedule A in accordance with the following terms:

1. The Customer/Developer, along with the signing of this agreement, submits \$44,533.30 CDN Dollars including HST in cash/cheque payable to E.L.K. as an estimated capital contribution for the engineering design and upgrading/expansion construction costs as detailed in Schedule B.
2. The Customer/Developer submits \$53,202.43 CDN Dollars including HST in cash, letter of credit from a bank as defined in the *Bank Act*, or surety bond as an expansion deposit against the load forecast and as security for those items referenced in Schedule B.
3. The Customer/Developer agrees to pay any increase in the capital contribution amount to E.L.K. and, E.L.K. agrees to refund any reduction in the capital contribution amount to the Customer/Developer that results from a re-calculation of the capital contribution prior to connection of the electrical service. This re-calculation will reflect the actual project costs incurred and include any cost adjustments due to the Alternative Bid Process, using the Economic Evaluation Model of Schedule B.
4. Schedule(s) A, B, C, D and E herewith attached will form part of this agreement.
5. Customer/Developer and E.L.K. hereby agree to be bound by, and act at all times in accordance with E.L.K.'s Conditions of Service (on Expansions/Offer To Connect, Connection Denial, Inspection Before Connection, Customer Rights, E.L.K. Rights, Disputes, Easements, etc.) and the Distribution System Code of the Ontario Energy Board. A copy of the Conditions Of Service is available from E.L.K. and a copy of the Distribution System Code is available at www.oeb.gov.on.ca.
6. Customer/Developer hereby agrees to enter into a Connection Agreement, if requested by E.L.K., prior to the termination of this Agreement. Customer/Developer hereby agrees to enter into a Development Agreement, prior to commencement of any work for the installation of any assets required to fulfill this Agreement. A copy of the draft format of the Development Agreement is attached as Schedule F, which shall be completed with necessary information and changes by E.L.K.'s solicitor.

Requirement for Drawings and Specifications

7. Customer/Developer hereby agrees to submit to E.L.K. for final written approval, detailed plans, specifications and drawings, in paper format and digitized AutoCad version 14, and such other material and information that E.L.K. may reasonably require. All design and construction is to be in accordance with the Electrical Safety Authority and E.L.K. Underground Standards (available from E.L.K.). Any changes, modifications, or revisions to the Plans required by E.L.K. shall be made at the

expense of the Customer/Developer. After all necessary changes, modifications or revisions have been made, the Customer/Developer shall furnish E.L.K. with a complete set of paper and digitized format Plans as revised. Upon completion of the installation, the Customer/Developer shall provide a further complete set of "as built" paper and digitized format Plans, to the satisfaction of E.L.K.

Payment of E.L.K. Costs and Expenses

8. Whenever this Agreement shall refer to the payment of costs or expenses for services provided by E.L.K., it is agreed and understood that such costs and expenses shall include all direct and indirect costs of E.L.K. including administrative charges, markup charges and burden calculated in accordance with the policies and directives of E.L.K. in effect at the time such costs and expenses were incurred. E.L.K. may invoice, including interim invoicing, from time to time for all services, materials, or costs and expenses incurred by it pursuant to this Agreement and such invoices shall be due as provided therein.
9. Customer/Developer agrees that no contract shall be awarded under the Alternative Bid Process (which term is defined under the Distribution System Code) and no work shall commence for the installation of any assets required to fulfill this Agreement or portion thereof in respect of which E.L.K. is to bear any portion of cost, without approval in writing of E.L.K. in accordance with the Distribution System Code.

Timing, Access, Easements and Ownership

10. E.L.K. agrees that this Estimated Offer shall be irrevocable by E.L.K. until 4:30 pm. on the 28th day of March 2018, after which time if not accepted this Estimated Offer shall be null and void.
11. E.L.K.'s obligations with respect to accounting for and applying the expansion deposit place under paragraph 2 of this Agreement against sums owing to E.L.K. pursuant to this Agreement shall be completed and satisfied subsequent to a final review of the 5 year Connection Horizon and once the adjusted Capital Contribution amount has been established as agreed in Item #2 of the main body of this Agreement.
12. E.L.K. shall be allowed to inspect, test and commission, at the Customer/Developer's expense, any distribution system assets constructed under the Alternative Bid Process by a pre-qualified contractor. The Customer/Developer shall provide unimpeded access at all times for all employees, contractors, subcontractors and agents of E.L.K. and for their equipment to perform installations, inspections, tests and commissioning works contemplated by this Agreement.
 - 12.1. Provided that if any such inspection, testing or commissioning discloses any valid objection to nonstandard construction, registering of easement(s) on title, or any outstanding work order or deficiency notice, or the fact that the assets in their present state are unacceptable, E.L.K. shall advise the Customer/Developer in writing. If within 20 days of written notice, the Customer/Developer is unable or unwilling to remove, remedy or satisfy the objection, E.L.K., may elect in writing to terminate this Agreement, and upon so electing and notwithstanding any intermediate

acts or negotiations in respect of such objection, this Agreement shall be at an end, and all money therefore paid to E.L.K. shall remain with E.L.K. to the extent of its damages (which damages shall include, without costs on a solicitor and client basis respecting this agreement and its furtherance of this agreement. The Customer/Developer hereby consents to the municipality releasing to E.L.K. details of all outstanding work orders or deficiency notices affecting the expansion assets installed under the Alternative Bid Process and, Customer/Developer agrees to execute and deliver to E.L.K. or E.L.K.'s solicitor such further authorizations in this regard as E.L.K. may reasonably require.

12.2. Provided that the distribution system assets constructed under the Alternative Bid Process meet the distribution standards of E.L.K. and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement and, providing that where an easement is required, the easement will be acquired, at no cost to E.L.K. (i.e. reference plan, registration on title, etc. and the width and extent of the easement shall be determined by E.L.K.). The Customer/Developer is responsible for the costs of registering the easement on title, and the Customer/Developer shall prepare and deliver a reference plan and associated easement documents to the satisfaction of E.L.K.'s solicitor prior to commencement of the work.

12.3. Provided title to and ownership of all distribution system assets constructed under the Alternative Bid Process shall upon, and not earlier than, the Board's written notice of acceptance of the work and services and at all times thereafter be vested in and automatically transferred to the Board and said notice shall in conjunction with this agreement operate as a good and valid transfer effective as of the date of said notice. Provided that and without detracting from the foregoing, the Developer agrees to execute and deliver to the Board, without cost, any transfers, conveyances and other assurances in connection with the foregoing and transferring and conveying title thereto to the Board free and clear of any and all encumbrances and shall do so prior to energizing if called upon, or as may be further required under the Development Agreement, unless otherwise provided for as follows:

(a) Street Lighting Services revert to Town of Kingsville

12.4. Where any of the distribution system assets are constructed under the Alternative Bid Process by a pre-qualified contractor, the Developer hereby agrees to construct within 180 days of signing this agreement at his own expense, including where applicable a complete underground electrical distribution system for the Subdivision, including pad-mounted transformers, all trenching and backfilling in earth and also install service conductors to the right-of way limits. The system shall be designed and installed in accordance with the Board's specifications which are in effect at the time of installation of the system and as more specifically illustrated on Schedule C. The Developer agrees to maintain the system in accordance with the Board's specifications in effect from time to time until termination of the maintenance period as identified herein provided that

the Board reserves the right to complete said maintenance work as agent on behalf of and at the cost of the Developer. The installation of the electrical distribution system shall be subject to inspection by the Board from time to time. If the Developer fails to cause the distribution system assets to be constructed within the required 180 days, the Developer acknowledges this Offer to Connect shall be void and E.L.K. shall be at liberty to make the capacity allocated for the Offer to Connect available for other customers. Upon electing to do so in writing to the Developer, E.L.K. will refund the amounts called for in paragraphs 1 and 2 of this Offer to Connect less any and all expenses or costs incurred by E.L.K. under this Offer to Connect up to the date of making its election.

- 12.5. Where any of the distribution system assets are not constructed under the Alternative Bid Process and are to be constructed by E.L.K., the Developer hereby agrees and undertakes to complete such pre-servicing site work as is necessary within 120 days of acceptance of this Offer to Connect to allow E.L.K. to complete underground electrical distribution system for the subdivision, including pad mount transformers, all trenching and backfilling in earth and also install service conductors to the right of way limits .

Liability and Default of this Agreement

13. The Customer/Developer agrees to indemnify and save harmless E.L.K. from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to or loss or destruction of any property (including without limitation, the work hereby covered and all property of the Customer/Developer and E.L.K.), or injury to or death of any person (including without limitation, employees of the Customer/Developer and E.L.K.) arising directly or indirectly out of or in connection with any willful or negligent act or unlawful or non-performance of any obligation of the Customer/Developer, its contractors, employees and invitees under this Agreement or on any lands of the Customer/Developer or on any lands, easements or rights-of-way conveyed or to be conveyed to E.L.K.

- 13.1. During the construction of the expansion or during any other construction or attendance on lands, easements or rights-of-way to be conveyed to E.L.K., pursuant to this Agreement, the Customer/Developer shall maintain a policy of public liability insurance in the amount of not less than \$5,000,000.00 and containing endorsements showing E.L.K. as an additional named Insured and having a cross-liability clause and in a form satisfactory to E.L.K. or the Solicitors for E.L.K. Before commencing construction of assets contemplated by this Agreement or entering upon any lands, right-of-ways, easements or municipal road allowance, the Customer/Developer shall provide E.L.K. with a certified copy of such an insurance policy.

14. The Customer/Developer acknowledges that in the event of default by the Customer/Developer in performing its obligations under this Agreement, E.L.K. may elect, in addition to any other remedies available at law, including but not limited to those remedies provided to E.L.K. under the Development Agreement, to vigorously pursue realization of all security to ensure that the work under this Agreement is

completed. The Customer/Developer agrees that any persons or other entities, including E.L.K., may make use of all installations constructed by the Customer/Developer to complete the work and that ownership of all assets installed by the Customer/Developer revert to E.L.K. except for any Street Lighting Services which revert to the Town of Kingsville upon completed installation.

Notice

15. Any notice, acceptance or other communication required or permitted to be given in this agreement shall be in writing and may be sufficiently given by personal notice, or by sending same by facsimile or other prepaid recorded communication, or by ordinary mail, to the other party at the addresses set out herein, or by leaving it at the addresses set out herein. All such notices, acceptances or other communications shall be deemed to have been validly and effectively given at the time and date of service, where personally served, or at the time and date of delivery, where left at the party's address, or on the third day following sending, where sent by ordinary mail, or on the next business day following sending, when sent by other means set out herein.

Successors and Assigns

16. This Agreement and its attached Schedules shall extend to and be binding upon and inure to the benefit of the Customer/Developer and E.L.K., and to their respective successors and assigns. In the event of a successor or assign, the Customer/Developer or E.L.K. is required to give written notice to the other Party to this Agreement, identifying the name of the successor or assign and the date that the change comes into effect.

Miscellaneous

17. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Customer/Developer and E.L.K. or by their respective solicitors.
18. If there is a conflict between any provision written or typed in this agreement (including any Schedule to this Agreement and the Development Agreement in its executed format) and any provision in the printed portion hereof, the written or typed provision shall supercede the printed provision to the extent of such conflict. This agreement including any Schedules attached hereto, shall constitute the entire Agreement between the Customer/Developer and E.L.K.
19. Where Harmonized Sales Tax (H.S.T.) is applicable, then such H.S.T. shall be in addition to and not included in the amounts quoted in this Agreement and services provided to the Customer/Developer by E.L.K. unless otherwise stated to be inclusive of H.S.T. (such as paragraphs 1. And 2. Above)
20. It is intended that, without in any way varying the express terms of this agreement, the Policy Statement regarding Customer and Complaint Dispute Resolution shall be of application to this agreement.

21. Definitions: The following words and terms shall have the following meanings where used throughout this document and the schedules attached to it:

- a) "DSC" shall mean the Distribution System Code set forth by the Ontario Energy Board as amended or replaced from time to time and any numbers after such term shall represent the section of the DSC being referenced;
- b) "EEM" shall mean the Economic Evaluation Model used to calculate the Developer's Capital Contribution for the purposes of this document;

SIGNED BY THE AUTHORIZED OFFICERS AND COPIES RECEIVED

DATED at the Town of Essex in the County of Essex and Province of Ontario on this _____ day of _____ 2018.

The Corporation of the Town of Kingsville

Per: Jennifer Astrologo
Director of Corporate Services/Clerk

Date:

Per:
We have authority to bind the Corporation.

Date:

E.L.K. Energy Inc.:

Per: Michael Audet,
Chief Executive Officer

Date:

Per: Ron McDermott,
Chairman of the Board
We have authority to bind the Corporation.

Date:

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement For Construction Of Distribution System Expansion.

E.L.K. Energy Inc.:

The Corporation of the Town of Kingsville

Per: Michael Audet,
Chief Executive Officer

Per: Jennifer Astrologo
Director of Corporate Services/Clerk

Per: Ron McDermott,
Chairman of the Board

Per:

172 Forest Avenue
Essex, ON N8M 3E4

2021 Division Road North
Kingsville, ON N9Y 2Y9

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Telephone (519) 733-2305

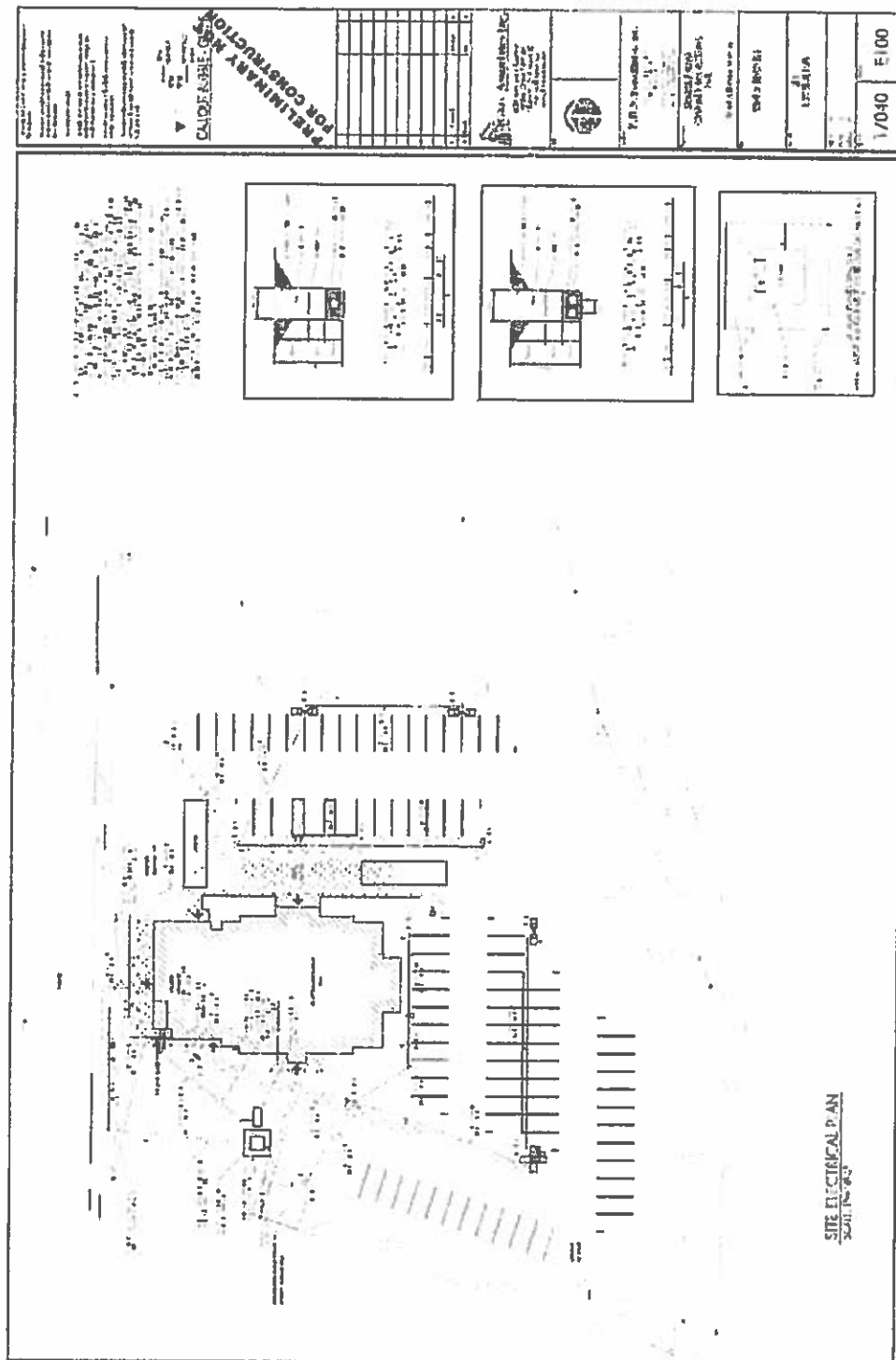
Fax (519) 776-5640

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Edwin C. Hooker,
Wolf Hooker Professional Corporation
Phone: (519) 776-4244
Fax: (519) 776-7727
E.L.K. Solicitor & telephone

Jennifer Astrologo
The Corporation of the Town of Kingsville
Phone: (519) 733-2305
Town Contact & telephone

Schedule A: Associated Drawings



Schedule B: Estimate of Work

The following capital contribution amount for the construction work associated with the distribution system upgrade/expansion was calculated using the E.L.K. Economic Evaluation Model as noted in Schedule D. The input quantities to the E.L.K. EEM came from the Customer/Developer's forecast of load to be connected over a 5 year connection horizon as detailed in Schedule C and the associated revenues and costs resulting from the connected load as determined by E.L.K..

The E.L.K. Economic Evaluation Model calculates that a Capital Contribution of \$44,533.30 is to be paid by the Customer/Developer to E.L.K. for the engineering design and construction of the upgrade/expansion to the main distribution system to supply the Customer/Developer's new electrical service. This Contributed Capital amount will be recalculated using the actual costs and connections over the 5-year connection horizon as noted in Items #3 & #11 in the main body of this agreement.

Listed below is a description of all the items associated with this upgrade/expansion work. Shown also is the estimated costs for each item and whether the item is eligible for the Alternative Bid Process which is described in Schedule E.

Item	Description	E.L.K. Estimated Cost	Eligible for Alter. Bid option (Y/N)	Initial to select Alter. Bid Item
1	Supply and install 150 KVA pad mount Transformer, transformer vault, primary duct bank.	\$32,314.76	Yes	
2	Terminate the primary cables on E.L.K.'s existing hydro pole.	\$6,864.07	No	
3	Place the new underground distribution system into service.	\$13,029.31	No	
4				
5				
Etc.				

(1) The breakdown of the total engineering and design, materials, labour, equipment and administration costs for E.L.K. to complete the project are as follows:

Engineering and Design	
Materials	\$ 29,894.40
Labour	\$ 11,044.70
Equipment	\$ 4,608.54
Administration	\$ 6,660.50
Total	<u>\$ 52,208.14</u>

(2) If the Customer/Developer uses the Alternative Bid Process as described in Schedule E, the additional E.L.K. costs to service the Alternative Bid Process is \$ 3,230.00

These E.L.K. services costs, to be paid by the Customer/Developer through periodic invoicing by E.L.K., may include but not be limited to, the following:

- a) Analysis of alternatives bid submissions,
- b) Supervision of work by pre-qualified contractor, and
- c) Costs of inspection and commissioning by E.L.K. staff.

If the Customer/Developer uses the Alternative Bid Process security shall be required as outlined below:

Description	Estimated Cost
Capital contribution as stated in Item #1 in the main body of this Agreement.	\$44,533.30
Additional E.L.K. costs to service the Alternative Bid Process in Schedule B (2) of this Agreement.	\$3,230.00
Expansion deposit securing: a) shortfalls in the load forecast as stated in Item #2 in the main body of this Agreement and b) failure of the i) Developer to construct the expansion to the proper design and technical standards and specifications and ii) the facilities to operate properly when energized 10% of the Expansion deposit, \$5,320.24, will be retained for the two year warranty period set forth in Schedule E of this Agreement.	\$53,202.43

Capital contribution calculation:

Present value of operating cash flow	\$ 13,909
Present value of taxes	\$ (3,686)
Present value of operating cash flow	\$ 10,223
Present value of capital	\$ (50,992)
Present value of CCA tax shield	\$ 1,359
Net present value	\$ (39,410)
HST	\$ (5,123)
Capital contribution	\$ (44,533)

Assumptions (as required by Appendix B of the Distribution System Code):

Customer connection horizon	5 years
Customer revenue horizon	25 years
Customer additions	As provided by customer/developer in Schedule C
Average energy/demand per added customer	Energy is utility/customer class specific historical and demand is as provided by customer/developer in Schedule C
Approved rates	E.L.K. Energy Inc. Tariff of Rates & Charges Effective and Implementation Date Nov 1, 2017
New facilities/investments/capital	As per Schedule B of the Offer to Connect dated Feb 12, 2018
Annual operating, maintenance and administration	Utility/customer class specific historical, range of \$2,328.51 to \$2,562.12 per year.
After tax weighted average cost of capital	Based on the prospective capital mix, debt and preference share cost rates, and the latest approved rate of return on common equity.
Marginal income tax rate	Current "substantively enacted" rates

Schedule C: Customer/Developer Information
Residential Subdivision

Total Number of Lots (this Phase only): _____

Planned Connection Schedule (# lots/yr.): Year 1 _____
 Year 2 _____
 Year 3 _____
 Year 4 _____
 Year 5 _____

Average size of Home: _____ sq. ft

I acknowledge that:

1. The above information will be used by E.L.K. to make me an offer for the connection of my electrical service(s) to their distribution system.
2. If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.

Customer: _____ Date: _____

Schedule C: Customer/Developer Information General Service

Planned Connection Schedule (# lots per development year):

Year 1 1
Year 2 0
Year 3 0
Year 4 0
Year 5 0

Total number of connections: 1

Customer's Forecast of Electric Load:

	Month	kW Demand	kWh
1	Mar	45	1750
2	Apr	45	3000
3	May	60	3000
4	Jun	65	3000
5	Jul	65	4000
6	Aug	65	4500
7	Sep	65	4500
8	Oct	60	3000
9	Nov	45	2000
10	Dec	45	1750
11	Jan	45	1750
12	Feb	45	1750
	Average	54	2830

Design Peak demand 65 kW

Forecasted Plant Power Factor 80 %

Service Voltage (check appropriate one):

120/208 volts
X single phase
X three phase

Generator on Site (check yes or no):

X Yes
 No

List Large Motors

Type	HP	Voltage
Elevator	5	208/3
RTU (103A MCA)		208/3

I acknowledge that:

- The above information will be used by E.L.K. to make me an offer for the connection of my electrical service(s) to their distribution system.
- If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.

Customer (please print):

Tina Davis Green

Date: APRIL 24/2018

Customer (signature):

[Signature]

Date: JANUARY 24/2018

Schedule C: Customer/Developer Information
General Service Greater Than 500 kW

Substation Owned By (check appropriate one): ☐ Yes
☐ No

Customer's Forecast of Electric Load:

Month	kW Demand	KWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Average		

Design Peak demand _____ MW Forecasted Plant Power Factor _____ %

Customer's Forecasted Load Growth (% of Above Average Demand):
Year 1 _____
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

Service Voltage (check appropriate one): ☐ volts
☐ single phase
☐ three phase

Generator on Site (check yes or no): ☐ Yes
☐ No

List Large Motors

Type	HP	Voltage

I acknowledge that:

1. The above information will be used by E.L.K. to make me an offer for the connection of my electrical service to their distribution system.
2. If I change the above information after signing this form, E.L.K. can charge me for additional costs they incur as a result of my changes.

Customer: _____ Date: _____

Schedule D: Expansion Deposit Annual Review

The expansion deposit will be returned in accordance with the Ontario Energy Board's Distribution System Code including paragraph 3.2.23:

Once the facilities are energized and subject to sections 3.2.22 and 3.2.25, the distributor shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year (i.e. if twenty percent of the forecasted connections or demand materialized in that year, then the distributor shall return to the customer twenty percent of the expansion deposit). This annual calculation shall only be done for the duration of the customer connection horizon as defined in Appendix B. If at the end of the customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, the distributor shall be allowed to retain the remaining portion of the expansion deposit.

Schedule E: Alternative Bid Process

Step #1

E.L.K. shall calculate the Contributed Capital requirement of the asset upgrade/expansion using the Economic Evaluation Analysis as identified in Schedule D. The data input into the model for calculation was provided by the Customer/Developer (note Schedule C Customer/Developer Information) and by E.L.K.'s forecast of expected revenues and operational maintenance costs over the 5 year connection horizon.

Step #2

The Customer/Developer shall solicit bids, at their own expense, from pre-qualified contractors to construct the assets and perform the work identified in Schedule B as eligible for alternative bids. The Customer/Developer has the prerogative to select all or some of those eligible for alternative bids.

E.L.K. maintains a list of pre-qualified contractors for all services that are eligible for the Alternative Bid Process. The Customer/Developer shall request and obtain this listing of pre-qualified contractors from E.L.K. staff. Only contractors from this list shall be acceptable to construct the eligible items identified for alternative bids in Schedule B.

Step #3

The Customer/Developer shall take into consideration the estimated additional costs of the E.L.K. services for engineering and managing the Alternative Bid Process for constructing the expansion assets under the Alternative Bid Process. An estimate of these costs are detailed in Schedule B.

These E.L.K. services costs, to be paid by the Customer/Developer through periodic invoicing by E.L.K. may include, but not be limited to, the following:

- a) Analysis of alternatives bid submissions,
- b) Supervision of work by pre-qualified contractor, and
- c) Costs of inspection and commissioning by E.L.K. staff.

Step #4

The Customer/Developer shall evaluate the costs of those items eligible for the alternative bid in Steps #2 plus the additional costs of Step #3 and then decide whether to proceed with the Alternative Bid Process.

If the Customer/Developer chooses to proceed with the Alternative Bid Process then he should go to Step#6.

If the Customer/Developer chooses to have E.L.K. build the expansion assets then go to Step #5.

Step #5

Two Customer/Developer representatives with corporate binding authority shall:

- (a) Initial the attached Schedules to acknowledge their inclusion as a part of this Agreement.
- (b) Sign this Agreement.
- (c) Sign acknowledgement of receipt of a signed copy of this Agreement.

- (d) Submit payment, in cash/cheque payable to E.L.K., as a capital contribution for the construction costs in the amount noted in Item #1 of the main body of this Agreement and the expansion deposit called for in Item #2 of the main body of this Agreement.
- (e) Submit proof of a policy of public liability insurance as outlined in Item #12.1 of the main body of this Agreement.

Two E.L.K. representatives with corporate binding authority shall:

- (a) Initial the attached Schedules to acknowledge their inclusion as a part of the Agreement.
- (b) Sign this Agreement.
- (c) Sign acknowledgement of receipt of signed copy of this Agreement.

This terminates the Alternative Bid Process because of the Customer/Developer's choice to have E.L.K. construct the expansion. Do not proceed to Step #6.

Step #6

Two Customer/Developer representatives with corporate binding authority shall:

- (a) Initial the items on Schedule B for which the Customer/Developer will seek bids from pre-qualified contractors.
- (b) Initial the remaining Schedules to acknowledge their inclusion as a part of the Agreement.
- (c) Sign this Agreement.
- (d) Sign acknowledgement of receipt of signed copy of this Agreement.
- (e) Submit proof of a policy of public liability insurance as outlined in Item 12.1 of the main body of this Agreement.
- (f) Submit payment, in cash/cheque payable to E.L.K., as a capital contribution for the construction costs in the amount noted in Item #1 of the main body of this Agreement and the expansion deposit called for in Item #2 of the main body of this Agreement.

Two E.L.K. representatives with corporate binding authority shall:

- (a) Initial the items on Schedule B for which the Customer/Developer will seek bids from pre-qualified contractors.
- (b) Initial the remaining Schedules to acknowledge their inclusion as a part of the Agreement.
- (c) Sign this Agreement.
- (d) Sign acknowledgement of receipt of signed copy of this Agreement.

Step #7

Customer/Developer shall submit to E.L.K. for final written approval, detailed plans, specifications and drawings, in paper format and digitized AutoCad version 14, and such other material and information that E.L.K. may reasonably require.

The Customer/Developer must provide E.L.K. with original bid documents for review. The costs of the selected Alternative Bid will be borne directly by the Customer/Developer and all costs associated with the electrical distribution servicing shall be separately shown in all tenders and shall be monitored throughout the work by E.L.K. staff to ensure proper cost assignment.

Step #8

E.L.K. shall inspect, test and commission, at the Customer/Developer's expense, any distribution system assets constructed under the Alternative Bid Process. The Customer/Developer shall provide unimpeded access at all times for all employees,

contractors, subcontractors and agents of E.L.K. and for their equipment to perform installations, inspections, tests and commissioning works contemplated by this Agreement.

Step #9

Re-calculate the costs to identify the amount to be refunded or the increased cost to the Customer as per Item #2 of the main body of the Agreement. The settlement shall be refunded to the Customer/Developer on or before the completion of this Agreement as noted in Item #10, but not before the date and time of Item #11, in the main body of this Agreement.

Step#10

The initial demand or connections proposed by the Customer, as submitted in Schedule C, for the EEM, must be reasonable and shall be subject to acceptance by E.L.K. The Customer and E.L.K. agree that on the one year anniversary of the first dollars spent by E.L.K., the average demand and or customer connections for the period will be compared to the forecasted demand or customer connections as provided in Schedule C of this Agreement. E.L.K. shall, subject to Step #11, return annually the percentage of the expansion deposit in proportion to the actual demand or connections that materialized in that year. (i.e. if twenty percent of the forecasted connections or demand materialized in that year, then E.L.K. shall return to the customer twenty percent of the expansion deposit) This annual calculation shall only be done for the duration of the customer connection horizon, not to exceed five years. If at the end of the customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, E.L.K. shall be allowed to retain the remaining portion of the expansion deposit.

After the five year Connection Horizon, E.L.K. is not obligated to provide any re-evaluation of the proposed development.

Step #11

E.L.K. reserves its right to retain up to ten percent of the expansion deposit for a warranty period of two years. This portion of the expansion deposit can be applied to any work required to repair the expansion facilities within the two year warranty period. The two year warranty period begins:

- (a) when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
- (b) at the end of the customer connection horizon, five years from the energization date of the facilities, whichever is first. E.L.K. shall return any remaining portion of this part of the expansion deposit at the end of the two year warranty period.

Step #12

When the Customer/Developer transfers the expansion facilities that were constructed under the alternative bid option to E.L.K., and provided that E.L.K. has inspected and approved the constructed facilities, E.L.K. shall pay the Customer/Developer a transfer price. The transfer price shall be the lower of the cost to the Customer/Developer to construct the expansion facilities, which is the sum of;

- a) Additional E.L.K. costs to service the Alternative Bid Process in Schedule B (2) of this Agreement.
- b) The Customer/Developer's contractor costs to construct the expansion facilities.

or the amount set out in Schedule B of this offer to do the contestable work. If the Customer/Developer does not provide E.L.K. with the Customer/Developer's cost information in a timely manner, then E.L.K. may use the amount for the contestable work as set out in this offer for the transfer price instead of the Customer/Developer's cost.

Step #13

A settlement of the Capital Contribution amount may require the Customer/Developer to pay E.L.K. or it may be necessary for E.L.K. to refund the Customer/Developer the settlement amount depending on the results of the Economic Evaluation Analysis as identified in Schedule D. Where E.L.K. is required to pay a transfer price, the transfer price shall be considered a cost to E.L.K. for the purposes of completing the final Economic Evaluation Analysis.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 44-2018

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 26, 2018 Regular Meeting

WHEREAS sections 8 and 9 of the *Municipal Act, 2001* S.O. 2001 c. 25, as amended, (the “Act”) provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority conferred upon a municipality to govern its affairs as it considers appropriate.

AND WHEREAS section 5(3) of the Act provides that such power shall be exercised by by-law, unless the municipality is specifically authorized to do so otherwise.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Kingsville (the “Town”) be confirmed and adopted by by-law.

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

1. The actions of the Council at its March 26, 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
26th DAY OF MARCH, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo