



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, April 9, 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. Rodney R. Bouchard, General Manager, Union Water Supply System, request dated March 7, 2018 RE: Potential restructuring of the Union Water Supply System (SEE: Staff Report Item H-2)**

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i) Report of Rodney Bouchard, General Manager, UWSS, dated March 28, 2018 RE: Proposed Business Case for Restructuring UWSS into a Municipal Service Corporation with attached Exhibit "A"

ii) UWSS Restructuring Business Case Powerpoint presentation, dated March 28, 2018

F. AMENDMENTS TO THE AGENDA

G. ADOPTION OF ACCOUNTS

- 1. Town of Kingsville Accounts for the monthly period ended March 31, 2018 being TD cheque numbers 0064926 to 0065208 for a grand total of \$1,415,744.95**

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Recommended Action

That Council approves Town of Kingsville Accounts for the monthly period ended March 31, 2018 being TD cheque numbers 0064926 to 0065208 for a grand total of \$1,415,744.95

H. STAFF REPORTS

1. **Carnegie Social** 129

M. Durocher, Parks and Recreation Programs Manager

Recommended Action

That Council designate the Carnegie Social as an event of municipal significance for the purpose of acquiring a liquor permit through AGCO.

2. **UWSS Business Case for Restructuring UWSS into a Municipal Service Corporation.** 131

G. A. Plancke, Director of Financial Services.

Recommended Action

That the Council of the Town of Kingsville as a shared owner in the Union Water Supply System endorse and adopt the Business Case for Restructuring of the Union Water Supply System into a Municipal Services Corporation as outlined by the report prepared by the General Manager of the Union Water Supply System dated March 28th, 2018.

3. **Engineering Services for 2018 Bridge Program** 134

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council authorize Municipal Services to enter into an agreement with Dillon Consulting for engineering services for the following structures:

- *Project #37* – Engineering Design for Bridge #18 on Road 11 over Ruscom River (MS File No. 18-107)
- *Project #38* – Engineering Design for Bridge #46 on South Talbot Road over Boose Drain (MS File No. 18-108)
- *Project #32* – Engineering Design and Replacement of Culvert #503 on McCallum Drive over Mill Creek/Scratch-Wigle (MS File No. 18-109)

Moreover, that Council authorize funding the possible overages of Bridge #18 and #503 with the surplus from Bridge #46.

4. **Road 11 Water Works Petition Update** 197

A. Plancke, Director of Municipal Services

Recommended Action

That Council receive the results of the 2018 Road 11 Water Works Petition vote and authorize Municipal Services to direct RC Spencer Associates to finalize the design and tendering of the proposed watermain and appurtenances in accordance with the Town's current Water Works Policy.

5. 37 Walnut Street Lease Agreement 220

T. Del Greco, Manager of Municipal Facilities and Property

Recommended Action

That Council authorizes the Manager of Municipal Facilities and Property to provide the tenant with notice to vacate the building located at 37 Walnut Street before December 31, 2018, and that the cost for removal of that building be included in the 2019 capital budget deliberations.

6. Cottam Rotary Club – Bus Shelter Donation 234

T. Del Greco, Manager of Municipal Facilities and Property

Recommended Action

That Council declines the attached Cottam Rotary Club offer to construct a school bus shelter.

7. Cottam Rotary Lease Agreement 238

T. Del Greco, Manager of Municipal Facilities and Property

Recommended Action

That Council directs the Mayor and Clerk to execute the lease agreement with Cottam Rotary Club for partial usage of the recreational facility located at 124 Fox Street in Cottam.

8. Use of Municipal Resources for Election-Related Purposes 255

J. Astrologo, Director of Corporate Services/Clerk

Recommended Action

That Council approve the Use of Municipal Resources for Election-Related Purposes Policy and pass the corresponding by-law.

I. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--March 26, 2018 262

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

Recommended Action

That Council adopts Regular Meeting of Council Minutes dated March 26, 2018 and Regular 'Closed Session' Meeting of Council Minutes dated

March 26, 2018

J. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. **Municipal Heritage Advisory Committee--January 23, 2018 and February 28, 2018** 277

Recommended Action
That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes, dated January 23, 2018 and February 28, 2018.

2. **Kingsville Police Services Board--February 28, 2018** 283

Recommended Action
That Council receives Kingsville Police Services Board Meeting Minutes, dated February 28, 2018.

3. **Parks, Recreation Arts and Culture Committee--January 18, 2018** 286

Recommended Action
That Council receives the Parks, Recreation, Arts and Culture Committee Minutes dated January 18, 2018, together with the Minutes of the following Sub-Committees: Fantasy of Lights, dated October 24, 2017 and November 28, 2017

4. **Parks, Recreation, Arts and Culture Committee--February 22, 2018** 294

Recommended Action
That Council receives the Parks, Recreation, Arts and Culture Committee Meeting Minutes dated February 22, 2018 together with the Minutes of the following sub-Committees: Fantasy of Lights, dated January 16, 2018; The 55+ Committee, dated January 18, 2018, and the Communities in Bloom Committee, dated January 25, 2018.

K. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. **Kingsville Lions Club--Email from President Fred Cross, dated March 20, 2018 RE: Lions Club Donation of Boulevard Shade Trees to the Town of Kingsville** 305

2. **Windsor-Essex Community Foundation--2018 Vital Signs Program Sponsorship Opportunities** 306

3. **Town of Essex Arts, Culture and Tourism Committee--Correspondence dated March 22, 2018 RE: Request for support for its Arts Excellence Awards initiative through the sharing of the Arts Excellence Awards information** 312

Recommended Action
That Council receives Business Correspondence-Informational Items 1

through 3.

L. NOTICES OF MOTION

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

That Council invite our Director of Municipal Services Mr. Andrew Plancke that he might provide Council with an estimate as to when a) the Engineering work on the Waterline proposed to go west of the Old Town to the Golf Course area might be started and completed; and b) if the Engineering work is done in 2018, when might Council reasonably expect completion of the same said Waterline.

M. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

N. BYLAWS

1. By-law 45-2018 316

Being a by-law to adopt and maintain a policy with respect to the Use of Municipal Resources for Election-Related Purposes

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

2. By-law 46-2018 317

Being a By-law to authorize the entering into of an Agreement with Bruce Sovran and Barbara Sovran, operating as County Wide Tree Service

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

3. By-law 47-2018 325

Being a By-law authorizing the entering into of a Lease Agreement with the Rotary Club of Cottam for use of certain portions of the Town's recreational facility located at 124 Fox St., Cottam

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

O. CONFIRMATORY BY-LAW

1. By-law 48-2018 339

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 9, 2018 Regular Meeting

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

P. ADJOURNMENT



Report

To: Mayor and Members of Council

From: Rodney Bouchard, General Manager Union Water Supply System

Date: March 28th, 2018

Re: Proposed Business Case for Restructuring UWSS into a Municipal Service Corporation

Recommendation:

That the Councils of the Municipality of Leamington, Town of Kingsville, Town of Essex and Town of Lakeshore, as owners of the Union Water Supply System receive this report;

That the Councils of the Municipality of Leamington, Town of Kingsville, Town of Essex and Town of Lakeshore, as owners of the Union Water Supply System endorse and adopt the Business Case for Restructuring of the Union Water Supply System into a Municipal Services Corporation as set out in Exhibit "A" of this report.

Overview of Union Water Supply System

The following provides an overview of the Union Water Supply System (UWSS) in regards to its history, ownership, management, and operation.

History

Any discussion of the Union Water Supply System (UWSS) needs to begin with the system's history. The history is important because it explains why the system has its present governance structure and its throws light on a number of issues that the UWSS currently faces.

The UWSS was created in the late 1950s by the Ontario Water Resources Commission (OWRC), a provincial body. The OWRC was created to assist municipalities with funding,

building and operating drinking water and waste water systems. The OWRC operated the treatment plant on behalf of the municipalities. Its functions were absorbed into the new Ministry of the Environment in 1972 and were transferred to the new Ontario Clean Water Agency (OCWA) in 1993.

The UWSS's original participants were the old municipalities of Leamington, Mersea, Gosfield South, Gosfield North, Essex and Maidstone along with H.J. Heinz. Kingsville and Rochester joined around 1970. Over time the service area expanded as water mains were built in the rural areas and the current service area occupies the southeast quarter of Essex County.

In the 1990s the Province did two (2) things which resulted in the current structure of the UWSS. First was the amalgamation of municipalities which reduced the number supplied by the UWSS from eight (8) to four (4). Second was the transfer of ownership of provincially operated drinking water and wastewater systems to the municipalities they served. In most such cases amalgamation meant that transfer was to a single municipal owner. Examples in Essex County are the Colchester South-Harrow water system which is now owned by Essex or the Lakeshore West wastewater system which is now owned by Kingsville. The UWSS was one of four (4) provincially operated systems that still served several municipalities even after amalgamations. In these cases ownership was transferred to the municipalities and governance to a Joint Board of Management.

Ownership

The legal ownership of the UWSS is vested in the four (4) municipalities as tenants in common with ownership share being in proportion to the volume of water they take from the system. The Transfer Order provides that the ownership share is fixed for four (4) years based on the average supply to each municipality over the previous four (4) years. The Transfer Order set the initial proportional ownership in January 2001 and it has been revised in 2005, 2009, 2013 and 2017. The next revision is scheduled for 2021, unless the Board decides to undertake an earlier review. The following table shows the ownership percentages since 2001:

	2001	2005	2009	2013	2017
Leamington	63%	59.9%	58.1%	56.11%	50.55%
Kingsville	27%	30.7%	33.4%	34.83%	40.33%
Essex	7%	6.5%	5.8%	6.04%	5.97%
Lakeshore	3%	2.9%	2.7%	3.02%	3.15%

This proportional ownership has consequences for the financial administration of the system and the municipalities.

In total, there are approximately nine hundred (900) kilometres of water mains in UWSS' service area indirectly servicing approximately sixty five thousand (65,000) residents and a substantial number of commercial, industrial, and agricultural customers. UWSS'

assets include a low lift pumping plant, a water treatment plant, a booster pumping station, in-ground reservoir at 2 locations, four elevated water towers, and approximately 130 kilometers of central (“transmission”) water mains. UWSS wholesales its water directly to the Municipalities. The Municipalities handle local billing and distribution.

Management

A Joint Board of Management (UWSS Board) was established under the Transfer Order to govern the management of UWSS. The UWSS Board meets once per month. The UWSS Board is composed of members appointed by the Municipalities in accordance with the Transfer Order. Each Municipality appoints at least one member, with additional members granted according to its ownership interest (i.e. 1 additional member for every 10% ownership to a maximum of 6 for any municipality). These members are generally, but need not be, municipal counsellors. There is no requirement for any professionals to sit on the Board.

At present there are twelve (12) members on the Board as follows:

Leamington 6	Kingsville 4
Essex 1	Lakeshore 1

The UWSS Board is exclusively responsible for the oversight of the UWSS notwithstanding the legal ownership of the system. It does so on behalf of the municipalities but has the autonomy to make decisions without requiring municipal approval. The UWSS Board is ultimately responsible for operating, maintaining, repairing, constructing and expanding the system. In particular it alone is responsible for regulatory compliance of the system.

In 2002, the UWSS Board created the position of UWSS General Manager to oversee the day to day duties and obligations of the UWSS. The UWSS Manager reports solely to the UWSS Board. However, since the UWSS is not a legal entity per say, it does not have the ability to conduct its own financial administration (i.e. accounts receivable and accounts payable) nor directly hire employees. Thus, the UWSS Board has retained the Municipality of Leamington, as the system’s largest “owner”, to carry out financial and human resources related administration purposes on its behalf. The UWSS’ finances are separate from those of the municipalities. The UWSS maintains its own bank accounts for this purpose. The UWSS’ revenue source is mainly from wholesale of treated water to

the four owner municipalities. A small revenue source is also generated from the lease of antennae space on the UWSS water towers to telecommunications providers.

One very important area in which the UWSS does not have any authority is for borrowing/incurred debt. The UWSS cannot borrow on its own authority. Any borrowing on behalf of the UWSS must be done by the four municipalities. This also includes obtaining grant funding from senior levels of government. Any UWSS debt must be carried on the municipal balance sheets in proportion to the system ownership share described above. The UWSS currently carries a debt of \$13.76 M (as of December 31, 2017) that consists of a loan (aka "Sun Life debt") that was secured by the four owner municipalities to "purchase" the UWSS assets from the Province of Ontario at the time when the UWSS was transferred to the municipalities. The UWSS is responsible for repayment of this debt but this debt is registered on the municipalities' balance sheets.

Operations

The Board currently contracts with the Ontario Clean Water Agency (OCWA) operations and maintenance of the UWSS. As an accredited operator, OCWA assumes most of the legislative obligations regarding UWSS, including such things as implementing a Drinking Water Quality Management System (DWQMS). OCWA's services do not extend to the four distinct distribution systems providing water to each Municipality. OCWA was the system's owner and operator before 2001 and has been retained as the operator since then. The current operating is a 5-year fixed-fee agreement that came into effect on January 1, 2014 and will expire on December 31, 2018.

UWSS Governance - A Review of What's Been Done

The following provides a chronology of the steps that have been undertaken since a review of UWSS governance was initiated in 2008.

2008-2009 Governance Review

The initial UWSS governance review was initiated in February 2008 and a Terms of Reference was developed to outline the purpose and anticipated goals of the governance review. As part of the Governance Review, external governance "experts" were retained by UWSS to facilitate the undertaking of the review. These included the following experts:

Dr. Karen Bakker - University of British Columbia: Dr. Bakker was retained based on her academic and published experience on water system governance with particular reference to Ontario. Dr. Bakker was assisted by a post-doctoral student, Dr. Karen Furlong.

Maria Kelleher - Kelleher Environmental: Mrs. Kelleher was retained based on her work experience with the Essex Windsor Solid Waste Authority on facilitating a discussion on governance

The work undertaken as part of this governance review included the following tasks:

- Governance Questionnaires - these were distributed to UWSS Board members, municipal councillors and municipal administration.
- Interviews - these were conducted with UWSS Board members and key municipal administration staff.
- Governance Review Workshops - these consisted of a “visioning” workshop and a “Governance Review” workshop that included UWSS Board members and key municipal administrative staff.
- Reports on Governance Review - The reports identified the main concerns and issues with the existing governance structure and identified next steps for resolving these issues.

The Governance Review reports by Maria Kelleher in 2009 following the workshops indicated a number of issues with the existing UWSS Governance. These included:

- Lack of Board authority for UWSS system. Municipalities need secure any debt and apply for government grants on behalf of UWSS.
- Lack of legal standing of the UWSS.
- Common asset issues; who owns what? Who is responsible for UWSS assets?

Although significant issues were identified and recommendations were provided to address these issues, a key takeaway from the 2008-2009 Governance review work was that there appeared to be very little appetite by many Board members and municipalities to undertake changes to the UWSS Governance.

2012 Governance Review

At the December 21, 2011 UWSS Board meeting, the Board agreed to undertake a review of the existing UWSS governance structure in 2012 to identify whether an alternative governance model/structure would be more suitable for the UWSS. This 2012 governance review was to build upon an earlier governance review that was initiated in 2008-2009 but never brought to closure.

At the May 16, 2012 UWSS Board meeting, the Manager presented report No. UWSS-19-12 Governance Review, which summarized the information, workshop reports, and documents that were generated as part of the 2008-2009 governance review. The intent of the report was to provide background information to newer UWSS Board members and a refresher to long standing Board members of the work undertaken as part of the 2008-2009 Governance Review.

On July 5, 2012, a special meeting of the Board was held at the Essex County Civic Centre to present and discuss possible alternative governance structures for UWSS. At this meeting, the Manager provided a presentation to the Board on possible alternative

ownership and governance structures for the UWSS that would address the main issues and drawbacks with the existing governance structure such as:

- Lack of legal standing for the UWSS;
- Inability to take on debt or financing;
- Inability to directly own UWSS assets;
- Ineligibility to receive senior government grants;
- Lack of authority and decision making powers of the UWSS Board over the entire UWSS system;

The identification of alternative ownership/governance structures for UWSS required that different ownership models and corporate structure model be considered. As part of this presentation, the Manager considered and evaluated the following ownership and corporate structure models:

Ownership Models:

- As-Is: - UWSS plus 4 (or less) owner municipalities
- Source to Tap: - All one system; treatment and distribution combined into one utility
- Single municipality/County Ownership: - Common system purchased and operated by a single municipality. This option also discussed the potential of the County taking over the system

Corporate Structure Options:

- Local Joint Board - this is the current structure
- Municipal Services Board (MSB)
- Municipal Services Corporation (MSC)
- New “wish” list option - Special Legislation by Province

The evaluation of the various Ownership Models, Corporate Structure Options, and Expansion of Service Area resulted in the identification of 12 alternative governance structures for UWSS and the benefits and drawback of each alternative. The restructuring of UWSS into a Municipal Service Corporation (MSC) was identified as the governance structure that provided the most benefit for UWSS.

Following the UWSS Manager’s presentation on *UWSS Ownership and Corporate Structure Options* the UWSS Board endorsed the recommendations to:

- Undertake a financial feasibility evaluation of the alternative governance structure options;

- Discuss and share the UWSS governance review information with senior administration and Council of the municipalities of Leamington, Kingsville, Essex, and Lakeshore;
- Discuss and share the UWSS governance review information with staff from MMAH, MOE, and any other provincial government entity as needed to the undertaking of a feasibility evaluation of any potential UWSS restructuring;
- Retain a financial consultant to assist with the undertaking of the financial feasibility evaluation of any potential UWSS restructuring.

2014-2015 Governance Work - Legal Review of UWSS Structure

In the Spring of 2014, The UWSS consulted with its solicitor, Deborah Rollier of Ricci, Enns, Rollier & Settingington LLP to initiate a legal review of the existing structure of the UWSS in regards to governance and possible restructuring. A legal team with expertise in corporate and business law, real estate law, and water and wastewater related laws was assembled. The legal team included the UWSS Board Solicitor, Mr. William Willis of Willis Business Law (formerly with McTague Law Firm LLP at the time of review) of Windsor, Ontario and Mr. Andrew Roman of Roman Law Corp of Toronto, Ontario.

The legal team prepared a preliminary report in May 2015 that provided a legal review of the existing UWSS Governance Structure. This report included legal opinion and recommendation for improvements to the UWSS organizational structure in regards to its existing governance, legal identity and status, liability protection, and capacity for self-financing, issuance of debt, etc. The main recommendation of the report proposed that the restructuring of UWSS into a Municipal Services Corporation under Section 203 and Ontario Regulation 599/06 of the Municipal Act 2001 would address the identified issues.

A Special Meeting of the UWSS Board was held on May 7, 2015 to present the legal team's preliminary report on UWSS Restructuring. The Chief Administrative Officers (CAOs) and/or senior municipal water department staff from the municipalities of Leamington, Kingsville, Essex and Lakeshore were also present at this meeting. The preliminary report on UWSS Restructuring was presented for information and discussion purposes.

The legal team's report on UWSS Restructuring was summarized in UWSS Report *UW19-15 UWSS Restructuring* that was presented at the UWSS Board meeting of May 20, 2015. The following report recommendation was endorsed by the UWSS Board:

That the UWSS Board investigates the necessary process to re-structure the Union Water Supply System (UWSS) and associated assets into a Municipal Services Corporation under Section 203 and Ontario Regulation 599/06 of the Municipal Act 2001;

2017-2018 Governance Work - Financial and Legal Business Case for Restructuring

At the June 21st, 2017 UWSS Board meeting, the UWSS Board approved a budget of to complete a financial analysis and development of a Business Case for the restructuring of Union Water Supply System (UWSS) and associated assets into a Municipal Services Corporation under Section 203 and Ontario Regulation 599/06 of the Municipal Act 2001. UWSS retained PricewaterhouseCoopers (PwC) to complete this work.

UWSS also retained Willis Business Law of Windsor, ON to revise the May 2015 legal review on the existing UWSS Governance Structure and proposed restructuring. The revised legal report also serves as a legal business case for UWSS Restructuring purposes.

Financial Restructuring Business Case

PwC initiated the development of the UWSS Restructuring Financial Business case in July 2017. On October 19th, 2017, UWSS and PwC held a workshop with senior administrative staff from the municipalities of Essex, Kingsville, Lakeshore and Leamington. The purpose of the workshop was to obtain information from the municipalities on financial administration/ cooperation with UWSS, proposed options for restructuring UWSS in regards to financial systems, etc.

A similar workshop was held on October 20th, 2017 with the UWSS Board members. The focus of this workshop was to obtain Board members opinions, thoughts, concerns, etc. in regards to financial restructuring of UWSS.

PwC provide its draft report titled "Union Water Supply System Financial Structure Business Case" to the UWSS General Manager on November 14, 2017, which had been revised to include comments by UWSS and Willis Business Law. The PwC report concluded that a financial restructuring of UWSS was possible to achieve the following:

- Have the ability to independently obtain grants from senior governments;
- Become a credit worthy entity with the ability to secure its own debt;
- Become financially independent from the owner municipalities
- Develop a financial planning structure that would address future capital requirements without creating "rate shock" to the end users customers

The PwC report details a financial structure for UWSS that can achieve the above criteria and outlines an implementation plan and schedule for the structure. It should be noted

that the PwC report stipulates that the recommended financial structure and associated benefits can only be achieved if the UWSS legally restructures into a Corporate entity first.

Legal Advice on UWSS Restructuring

Willis Business Law provided their Legal Advice on UWSS Restructuring in a letter report dated October 26, 2017. This legal advice report revised the original opinion provided by William Willis in May 2015. The Legal advice recommends the restructuring of UWSS into a Municipal Services Corporation under Section 203 and Ontario Regulation 599/06 of the Municipal Act 2001.

The UWSS General Manager provided a copy of the PwC Financial Restructuring Business Case and Willis Business Law Legal Advice on UWSS Restructuring report to the CAOs of the four owner municipalities in an email dated November 20th, 2017. The email indicated that these documents were being provided for review and comment by senior administration at each of the four owner municipalities.

The Legal Opinion and the draft UWSS Restructuring Financial Business Case reports were presented to the UWSS Board at the February 21, 2018 UWSS Board meeting. As an action item from this meeting, the UWSS Board provided direction to form an executive committee including the UWSS Board Chair, the UWSS Board Vice Chair and the UWSS General Manager to present the proposed UWSS restructuring materials to the Councils of the Municipalities of Leamington, Kingsville, Essex and Lakeshore (i.e. the UWSS owner municipalities).

UWSS Restructuring - What Problems are We Trying to Solve?

The restructuring of the Union Water Supply System into a Municipal Services Corporation is being proposed to solve a number of problems including the following:

Access to grant funding

- UWSS cannot apply on its own; Municipalities must apply for grants on behalf of UWSS;
- If done via the Municipalities, UWSS applications may “compete” with other Municipal priorities for grant funding

UWSS Capital Works Program Funding

- UWSS has significant capital requirements in the coming years (i.e. \$30 million + in next 10 years);
- Wholesale water revenue to owner municipalities is basically the only revenue source for UWSS;

- Annual revenue includes capital expenditure as an item to be recovered in rates
- UWSS has cash reserves, but once these are depleted there is no source for replenishment;
- Without direct access to debt financing, funding of large scale capital works are difficult to fund without significant water rate increases.

UWSS Debt

- If debt is used to fund capital, this debt is attributed to the Municipalities and registered on municipal balance sheets;
- UWSS has no corporate existence, so it cannot borrow on its own;
- All new debt is attributed to the Municipalities and reduces capacity to borrow for other uses
- The existing Sun Life debt is attributed to the Municipalities

Proposed Solution - UWSS Municipal Services Corporation

The proposed solution to address existing issues associated with the existing UWSS Governance Structure is to establish UWSS as an incorporated entity that would consist of a Municipal Services Corporation under Section 203 and Ontario Regulation 599/06 of the Municipal Act 2001. For the sake of this report, the hypothetical corporation will be called UWSS Inc.

UWSS Inc. would be owned by the Municipalities as shareholders and governed by a unanimous shareholders agreement. The new corporate structure would consist of the following:

- Four owner municipalities become shareholders of UWSS Inc. instead of tenants in common. Ownership shares will be determined by water demand from each municipality.
- Ownership shares will be reviewed every 4 years based on water demand from each municipality
- Board of Directors will initially consist of municipal elected councillors from the four municipal shareholders. The process to appoint Board members will remain the same as it is currently; 1) Each municipality will appoint 1 Board member as a shareholder member; 2) Additional members will be appointed based on water consumption with each municipality appointing one member for every 10 percent water demand; and 3) No municipality will have more than half of the Board representation. Thus with a Board of 12 directors, no municipality will have more than 6 Board representatives.
- Existing UWSS assets will be transferred from municipal ownership to UWSS Inc ownership through an agreed upon Asset Transfer Policy. A New Asset Policy will

be developed between UWSS Inc and municipal shareholders on any new future watermain/ transmission infrastructure in regards to finance and ownership.

The new corporate structure of UWSS Inc. would also include the following changes to the existing commercial and financial structure:

- UWSS can apply for grant funding separately from the Municipalities - no “competition” between UWSS and Municipal priorities
- UWSS can borrow on its own to finance Board-approved capital expenditures
- New UWSS debt is not attributed to the Municipalities, and does not affect Municipal debt capacity
- Customers will see the UWSS portion of their water cost separately on their bill
- Water rates will continue to be set by the Board, in accordance with Board policies and provisions of Board-approved lending agreement(s).
- UWSS, not the Municipalities, will bear the risk of volume fluctuations and uncollectible accounts
- UWSS will pay a service fee to the Municipalities for work done by the Municipalities as agents of UWSS (billing, collection, and associated accounting)
- A corporate UWSS would be liable for itself and provide better liability protection to municipal shareholders

Concluding Remarks:

The legal review of the UWSS governance structure completed by Willis Business Law, LLP in October 2017 provides sound reasoning from a legal perspective that the UWSS and its owner municipalities would benefit from a governance restructuring of UWSS into a corporate entity such as a Municipal Services Corporation. Should that occur, the PwC Financial Restructuring Business case recommends a financial structure that appears to be financially sound and would provide future financial stability to UWSS, its ratepayers, and its municipal shareholders. The result would be a resilient and sustainable corporate water utility that is municipally owned, able to self-finance and incur debt; can obtain senior government grants for water related works; and provides increased liability protection to its shareholder municipalities, Board directors, and UWSS staff.

Respectfully submitted,



Rodney Bouchard, General Manager
Union Water Supply System Joint Board of Management
rb/kmj

EXHIBIT “A”



Union Water Supply System

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

Email: rbouchard@unionwater.ca

www.unionwater.ca

RE: Business Case – UWSS Incorporation

I. Purpose

This document (the “**Business Case**”) was prepared in satisfaction of certain obligations requiring a municipality to adopt a business case study before it establishes a corporation either alone or with one or more other public sector entities.¹

II. Background

Union Water Supply System (“**UWSS**”) was established by the Ontario Water Resources Commission (the predecessor of the Ontario Clean Water Agency (“**OCWA**”) in 1959, and supplies treated potable water to the municipalities of Leamington, Kingsville, Essex, and Lakeshore (collectively, the “**Municipalities**”). As evidenced by Transfer Order Union W1/1999, issued by the Ministry of Environment on January 8, 2001 (the “**Transfer Order**”), the Municipalities own UWSS as tenants in common, with each municipality owning an interest proportionate to its water consumption.

UWSS is an unincorporated collection of assets owned in common and used collectively by the Municipalities. The owners have agreed to share their joint property by voting on decisions through a group of appointed representatives (the “**Board**”). Neither UWSS nor the Board is a legal entity with all the rights and protections that come with that status. Although the Board has the power to budget, plan expenditures, and collect revenue, ultimately all decision-making authority comes from the Municipalities.

Recently, the legal structure of UWSS has been the subject of examination by the Municipalities. For the reasons that follow, the Municipalities have determined that it is advantageous to incorporate UWSS, and prepare this Business Case in support of such decision.

III. Key Legal Justifications

1. Separate Legal Entity

As indicated above, UWSS is presently unincorporated. In law, neither UWSS nor the Board is a legal entity, and lack the rights and protections that come with that status. As an unincorporated entity, UWSS is unable to issue or assume debt, and lacks the standing to sue and/or be sued in its own name. Due to these restraints, the substantial legal powers that UWSS has – such as

¹ See *O. Reg. 599/06: Municipal Services Corporations* at s. 6, made pursuant to the *Municipal Act, 2001*, SO 2001, c. 25.

Business Case – UWSS Incorporation

contracting, buying property, and determining capital projects – are severely restricted, since UWSS cannot itself finance its own plans.

The practical impact is that the Board itself is very limited in the independent decisions it can make and implement. The essential decision-making power resides with the Municipalities, either directly through the need for financing or indirectly through the Board members appointed from their respective councils.

2. Liability

When a municipal water system is owned by a corporation other than a municipality, liability for a breach of section 19 of the *Safe Drinking Water Act* should (in theory at least) fall to the corporation as the owner of the system and its officers and directors. This should (in theory at least) protect the municipalities and their councillors from liability, except for those councillors actually on the Board of the corporation.

3. Ownership of Assets

Under the current structure, the Municipalities have a collection of assets that are used collectively, creating a number of municipal interests and financial obligations that reoccur on a regular basis, every time a financial decision must be made. Under the current structure, it is often unclear who owns and is responsible for which assets.

If UWSS were to incorporate, all assets would be owned and managed by UWSS Inc. The myriad of current municipal interests and financial obligations will need to be dealt with only once, to transfer the assets, rather than recurring every time a financial decision must be made. Thereafter the assets will be repaired, renovated, or replaced using UWSS Inc. funds and according to the priorities of the water system as determined by its officers and directors. This addresses the complex ownership issues.

Same Governance Structure

It is contemplated that the governance structure of UWSS Inc. would, to the extent that it is both legally possible and logical to do so, be modeled largely after the Transfer Order currently in place today.

The contemplated governance structure would be premised upon the following:

- “Tracking Shares” would be used to provide for each municipality ownership interest to be equal to its percentage of total water consumption as determined every four (4) years;
- Each municipality will be entitled to appoint one (1) representative to the Board, and a municipality will be able to appoint an additional representative for every 10% of the total water consumption (a municipality cannot have more than 50% of the Board positions regardless of its water consumption).

IV. Financial Justifications

Under the current structure, UWSS faces several financial challenges including:

Business Case – UWSS Incorporation

- The inability to access grants and other types of funding available for water infrastructure from senior levels of government independent of the Municipalities;
- The inability to raise its own debt independent of the Municipalities;
- A revenue model which, absent additional Municipal debt, does not accommodate large-scale capital programs; and
- The attribution of UWSS debt to the Municipalities.

Many of the above captioned financial challenges are likely to be resolved by incorporating UWSS. By incorporating, UWSS Inc. would, among other things:

- Shift volume and credit risk to UWSS's account, not that of the Municipalities;
- With the agreement of Municipal auditors, attract Government Business Entity treatment and not be fully consolidated on the Municipal accounts;
- Have capital expenditures funded by capital reserves, funds from operations and new (not the existing Sun Life) debt; and
- Set rate revenue at the greater of:
 - that which results in zero net income – no loss – for UWSS according to Generally Accepted Accounting Principles; and
 - that which enables UWSS to meet the Debt Service Coverage Ratio as agreed upon with UWSS's lenders.

Further, financial analysis indicates that:

- The proposed financial structure offers potential rate savings to municipal ratepayers, compared to rates approved for 2017 and 2018 (adjusted for inflation);
- UWSS financial metrics – in particular, those related to new debt – are projected to be robust over a 50-year projection period under the proposed financial structure; and
- Obtaining stand-alone credit-worthiness is achievable for UWSS Inc. – something critical for the success of UWSS on a go-forward basis.

V. **Conclusion**

For all of the reasons given above, there is a strong business case to be made in favour of incorporating UWSS. Incorporating UWSS is arguably the most effective way to mitigate the associated legal and financial risks associated with the current unincorporated structure. For these reasons, it is recommended that each municipality adopt this business case study in order to establish UWSS as a corporation.

Union Water Supply System

Financial Structuring Business Case

April 2018

*For Municipal
Consultation With The
Public*



Note to readers:

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This report as well as the analyses and conclusions that are presented are based on information provided by Union Water Supply System as well as industry benchmarks and data available to PwC. We did not audit the accuracy or completeness of the above financial information. PwC reserves the right, without any obligation on our part, to revise the calculations contained herein or those to which we refer and, if we judge it necessary, to revise our conclusion in light of information which existed at the date of issuance, but which is brought to our attention subsequent to the issuance of this report.

In accordance with the conditions of our mandate, our findings cannot be interpreted as estimation or as an opinion on the fair market value of Union Water Supply System. This report must be considered as a whole. Selecting portions of the report or factors considered in it without considering all factors together could create a misleading view of the process underlying our conclusions.

The individuals who prepared the report did so to the best of their knowledge, acting independently and objectively. PwC's compensation is not contingent on an action or event resulting from the use of the report.

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This proposal to provide services is contingent on successful completion of PwC's client and engagement acceptance process.

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1. *Executive summary*

Summary of Conclusions

Union Water Supply System (“UWSS”) has operated as a bulk water supply utility owned on a “tenants in common” basis by the Towns of Leamington, Kingsville, Essex, and Lakeshore (the “Municipalities”) since a 2001 Transfer Order was issued by the Ontario Ministry of the Environment (now the Ministry of Environment and Climate Change). UWSS has no corporate existence; it cannot conduct business independent of the Municipalities. This structure gives rise to several financial challenges including:

- The inability to access grants and other types of funding available for water infrastructure from senior levels of government independent of the Municipalities;
- The inability to raise its own debt independent of the Municipalities;
- A revenue model which, absent additional Municipal debt, does not accommodate large-scale capital programs; and
- Attribution of UWSS debt to the Municipalities.

This Business Case addresses the financial challenges and proposes a new financial structure for UWSS. Legal analysis and other matters not discussed in this report are outside the scope of this Business Case. The Business Case is premised on the Municipalities establishing UWSS as a corporate entity.

In order for a new financial structure to be successful for UWSS and the Municipalities, UWSS must be credit-worthy on a stand-alone basis. Our analysis of potential credit-worthiness indicates that such stand-alone credit-worthiness is achievable for UWSS.

Also, in order for a new financial structure to be successful for UWSS and the Municipalities, UWSS and the Municipalities must achieve a commercial structure under which UWSS debt is properly accounted for as non-recourse to the Municipalities. Our accounting analysis indicates that this too is achievable.

The proposed commercial structure has the following features:

- The essential commercial relationship would be between UWSS and end-use water customers in the Municipalities (who receive UWSS bulk water);
- The Municipalities would act as agents of UWSS in facilitating this relationship;
- The Municipalities would provide billing services as agreed upon with UWSS;
- Volume and credit risk would be to UWSS’s account, not that of the Municipalities; and
- UWSS would, with the agreement of Municipal auditors, attract “Government Business Entity” (“GBE”) treatment and not be fully consolidated on the Municipal accounts.

The proposed financial structure has the following features:

- **Initial capitalization:** The Municipalities would convey the UWSS assets to an incorporated UWSS in return for shares in UWSS. UWSS is contemplating a share structure whereby each Municipality’s ownership will continue to be based on its consumption through the use of tracking shares. To preserve the existing UWSS ownership model under this structure, tracking shares can be incorporated into the corporate framework, and provide for each Municipality’s ownership interest to be equal to its percentage of total water consumption, adjusted every 4 years, much like the current framework;
- Approved capital expenditures would be funded by capital reserves, funds from operations and new (not the existing Sun Life) debt;
- The UWSS revenue model would set rate revenue at the greater of:
 - That which results in zero net income – no loss – for UWSS according to Generally Accepted Accounting Principles; and

- That which enables UWSS to meet the Debt Service Coverage Ratio (DSCR”) as agreed upon with UWSS’s lenders;
- UWSS operations would continue as at present, or otherwise as determined by the UWSS Board; and
- Both “source to tap” (integration of UWSS bulk water services with Municipal water distribution) and rate structures other than a uniform rate per unit volume are achievable under the proposed financial structure at the discretion of the Municipalities.

Financial analysis indicates that the proposed financial structure offers potential rate savings to Municipal ratepayers, compared to rates approved for 2017 and 2018 (adjusted for inflation). This financial analysis also indicates that UWSS financial metrics – in particular, those related to new debt – are projected to be robust over a 50-year projection period under the proposed financial structure.

Recommendations

This Business Case recommends that, if the Municipalities establish UWSS as a corporate entity, UWSS and the Municipalities:

- Adopt the proposed financial structure as set out in Sections 6 and 9;
- Adopt the proposed commercial structure as set out in Section 5; and
- Proceed to implementation as set out in Section 10.

Task or Milestone	Preliminary Timing
Financial market sounding – gauging lender interest and most likely lenders; and gaining detailed insight into the required/available provisions of key agreements	<ul style="list-style-type: none"> • Q1-Q2 2018
Discussion and agreement with Municipal auditors concerning commercial structure and GBE treatment; adjust commercial model if required	<ul style="list-style-type: none"> • Q1-Q2 2018
Development of the agreement between UWSS and the Municipalities	<ul style="list-style-type: none"> • Q1-Q2 2018
Development of a Master Trust Indenture, a document which will govern all new debt upon implementation. This will likely involve negotiations with key prospective lenders	<ul style="list-style-type: none"> • Q2-Q3 2018
Exploration (and potentially negotiation) with Sun Life concerning transfer of obligation to UWSS	<ul style="list-style-type: none"> • Q2-Q3 2018
Design and organization of new billing and other administrative measures required for new commercial structure	<ul style="list-style-type: none"> • Q2 – Q4 2018
Decision on management of Windsor Family Credit Union funds – leave invested to maturity or redeem early (possibly with an interest penalty)	<ul style="list-style-type: none"> • Q3 2018 or after
Updating of UWSS financial projections based on latest information (including volume outlook, investment, and debt requirements)	<ul style="list-style-type: none"> • Q3 2018
Development and negotiation of lending agreements for initial new debt to be issued	<ul style="list-style-type: none"> • Q3 2018
Execution of agreements: <ul style="list-style-type: none"> • UWSS agreement with Municipalities 	<ul style="list-style-type: none"> • Q4 2018

<ul style="list-style-type: none"> • Supporting service agreements between UWSS and Municipalities (as determined by final commercial structure) • Master Trust Indenture • Initial lending agreements • (Possibly) agreement concerning existing Sun Life debt 	
Funds available – new debt	<ul style="list-style-type: none"> • January 2019
Go-live for new commercial structure including billing and other administration	<ul style="list-style-type: none"> • January 2019 or before
New revenue and rate model active	<ul style="list-style-type: none"> • 2019 fiscal year

2. Background and Current Situation

This section reviews the history of Union Water Supply System (“UWSS”), and highlights the challenges faced by UWSS and its owner municipalities (Leamington, Kingsville, Essex, and Lakeshore, collectively the “Municipalities”).

Historical and Early 1990’s

Historically, the Province of Ontario (the “Province”) constructed, owned and operated selected municipal water systems, directly through the Ontario Water Resources Commission (OWRC). The Union Water System (now the Union Water Supply System, “UWSS”) was originated by the OWRC in 1960. In 1974 the Province of Ontario created the Ministry of the Environment (“MOE”, now the Ministry of the Environment and Climate Change). All assets owned and operated by the OWRC, including UWSS, were transferred to the MOE and the OWRC was subsequently dissolved.

In 1993, the Province created the Ontario Clean Water Agency (“OCWA”) to assume its water and wastewater responsibilities. In 1994, OCWA signed an agreement with the then municipalities of Essex, Gosfield North, Gosfield South, Leamington, Maidstone, Mersea, Kingsville, and Rochester; and with H. J. Heinz Company of Canada Ltd (“Heinz”). This agreement provides for matters including:

- An expansion to the shared water supply system (identified as the Union Water System);
- Ownership by OWCA and OCWA’s water supply responsibilities; and
- Rate-setting and rate payment by the signatory municipalities.

The agreement provided for an initial five year term with three optional renewals taking effect absent termination by the signatories.

The Transfer Order

The Province elected to exit ownership (but not operation) of water and wastewater systems according to a policy adopted in the late 1990’s.

Ownership of UWSS was conveyed to the Municipalities on January 8, 2001. UWSS ownership was on a “tenants in common” basis; UWSS did not and does not have a corporate existence. OCWA operates the UWSS system under contract to the Municipalities; rate-setting and budgeting for capital and operations are the responsibility of UWSS subject to Board approval.

Supply to Heinz continued according to the 1994 agreement described above.

The framework for governance of UWSS was set out in this order, and continues to the present. Ownership of UWSS was and is according to respective shares of UWSS consumption, and is reset every four years. A 12-person Board structure was established, with Board seats allocated according to ownership (with a 6-seat cap for any individual Municipality).

The UWSS rates were and are set (and approved by the UWSS Board) based on:

- Operating costs;
- Capital costs and contributions to capital reserves;
- Debt service (interest and principal); and
- Other Board-approved costs.

A special Heinz rate and area-specific rates were provided for.

Initial Financing

Ownership of UWSS was not free to the Municipalities. In order to pay OCWA for the UWSS assets, the Municipalities incurred debt of approximately \$18.5 million. This debt was arranged by MFP Structured Finance Ltd. (“MFP”), and purchased by Mutual Life Assurance of Canada (now part of Sun Life).

MFP was later found to have misrepresented the cost of this debt. In a 2006 settlement, the Municipalities received approximately \$10 million. This amount is still held for UWSS in a deposit instrument at the Windsor Family Credit Union. Debt service payments were renegotiated with Sun Life; these payments are approximately \$2.5 million per annum and the debt matures in 2026. UWSS funds the debt service.

The Municipalities have, since 2001, issued debt on behalf of UWSS, and UWSS has funded debt service. As at the end of 2016, approximately \$14.5 million of Sun Life debt is outstanding; the Municipalities have no other debt or cash related to UWSS.

Portrait of UWSS in 2016

At the end of 2016, UWSS had the following characteristics:

Characteristic	UWSS as at the end of 2016
People served	<ul style="list-style-type: none"> Approximately 65,000 across the four Municipalities
System connections	<ul style="list-style-type: none"> The Municipal water systems of Leamington, Kingsville, Essex, and Lakeshore
Principal assets	<ul style="list-style-type: none"> Non-linear assets: water treatment plant, low-lift pumping station, booster pumping station, in-ground reservoir, four water towers Linear assets: approximately 125 km of “transmission” water main
Board seats ¹	<ul style="list-style-type: none"> Leamington: 6 Kingsville: 4 Essex: 1 Lakeshore: 1
Staff	<ul style="list-style-type: none"> Two full time (General Manager and Executive Assistant) Legally, these staff are employed by the Town of Leamington
Operations and maintenance	<ul style="list-style-type: none"> OCWA, under contract
Asset value	<ul style="list-style-type: none"> Net book value \$41 million Replacement cost: \$112 million
System Flow	<ul style="list-style-type: none"> Approximately 3.3 billion gallons
Sector share of flow (2013, most recent available)	<ul style="list-style-type: none"> Residential: 33% Commercial: 13%

¹ We understand that, as of January 1, 2017, Kingsville obtained one additional Board seat, for a total of five.

	<ul style="list-style-type: none"> • Greenhouses: 37% • Canneries and other: 17%
Revenues	<ul style="list-style-type: none"> • Rate revenue: \$8.9 million • Interest income: \$0.4 million • Ancillary revenue: <\$0.1 million
Capital accounts	<ul style="list-style-type: none"> • Depreciation: \$1.2 million • Capital expenditure: \$0.6 million
Debt service	<ul style="list-style-type: none"> • Interest expense: \$1.6 million • Principal repayment: \$0.7 million • Total debt service: \$2.3 million
Rate revenue model	<ul style="list-style-type: none"> • Operations, maintenance and administrative costs; plus • Debt service (principal and interest); plus • Approved capital expenditures

Challenges

UWSS and the Municipalities face a number of challenges going forward.

The Capital Program

The UWSS approved 6-Year Capital Plan calls for over \$26 million in expenditures. This amount is thought by UWSS to exceed available cash reserves, plus the amount that could be included in annual revenue without causing “rate shock” (a sharp increase in rates from one year to the next).

Longer Term Capital Replacement and Reserves

In a water utility, assets are long-lived – a “short” life may be 15 years, while a “long” life may be 75 years. UWSS’s linear assets have an assigned life of 75 years.

At some point, all assets require replacement or renewal. If a utility has cash reserves –in Ontario, some municipal water systems do and some do not – these reserves may be used to fund renewal or replacement. If reserves are nil or insufficient, funds must be provided from another source, such as grant funding (which may not be available when needed) or municipal borrowing (recovered in rates over a period of time).

UWSS does have cash reserves:

- \$10 million in a deposit instrument maturing in 2021;
- An operating fund of \$1.7 million; and
- Approximately \$4 million in other cash capital reserves.

However, given the UWSS short-term capital plan described above, UWSS cash capital reserves will be fully depleted by the early 2030s.²

Grant Funding

As UWSS does not have a corporate existence, it cannot apply for grant funding from senior levels of government. The Municipalities must apply on UWSS's behalf. This can be a cumbersome process, and UWSS requirements would compete with other Municipal projects for available grant funding.

While this Business Case does not assume the availability of any grant funding (in the interests of conservatism, and as the availability of grant funding is unpredictable), the ability of UWSS to access available grant funding in the future is an important objective.

It is important to note that UWSS, if incorporated, could access grant funding with no change to the financial structure.

Required Revenue Determination and Rates

The revenue model of UWSS directly includes capital expenditure. This is in contrast to, for example, electrical Local Distribution Companies ("LDCs") which recover capital costs in arrears (in the case of LDCs, with a return to debt and equity).

In years in which cash reserves are not available, this model is not compatible with a large capital program in a single year – this would result in a sharp increase in required revenue and therefore rates (this is commonly referred to as "rate shock"). The nature of UWSS's business is that such large capital expenditures are required on occasion; for example, the UWSS 6-Year Capital Plan calls for expenditures of approximately \$7 million in 2019, and the same amount again in 2021.

From a rate-making standpoint, UWSS currently has a largely uniform rate per unit volume (measured at the perimeter of the UWSS system). In the past, there have been rate structures under which different users bore different costs, depending in part on what assets served each user.

Debt and Debt Attribution

As UWSS does not have a separate corporate existence, its debt is consolidated on the accounts of the Municipalities (in proportion to ownership). As Ontario municipalities have a provincially-mandated maximum debt amount (relative to receipts), debt capacity has value to municipalities.

Our consultations indicate that the existing UWSS debt is not an immediate concern for the Municipalities; however, having the existing UWSS debt attributed solely to UWSS would be desirable.

With respect to debt which may be required in the future (projections indicate this could be as early as 2019), the existing process among UWSS and the Municipalities calls for:

- Approval of the UWSS capital plan and resulting requirement for new debt;
- Approval for the new debt by each Municipality, for the applicable proportional share;
- Issuing the new debt; and
- Servicing the debt by UWSS, with cash flow to each Municipality according to its proportional share.

² A working capital and operating cash reserve of approximately \$2 million is maintained.

Consultations indicate that the potential new debt in the short term is feasible from the standpoint of the Municipalities (from a debt capacity standpoint); however, UWSS having the ability to issue new debt with recourse only to UWSS would be desirable.

Potential complexities may arise should a capital project not benefit all Municipalities equally (or at all); in this case, reaching agreement to undertake new debt may be challenging under the existing model.

“Source to Tap”

As described above, UWSS is a bulk water system with no responsibility for distribution of water to end customers. UWSS and the Municipalities have considered and rejected the potential for UWSS to assume responsibility for the Municipal water distribution systems as well as bulk supply. This is known as the “source to tap” option. UWSS and the Municipalities have required that any change to the UWSS financial structure not impede development and implementation of “source to tap” should this option be considered in the future.

The Legal Analysis

In 2015, UWSS had a legal analysis undertaken by William Willis, now the founding partner at Willis Law in Windsor. This analysis examined the option of an incorporated legal structure for UWSS and addressed such matters as:

- Liability of the Municipalities and UWSS Board members;
- Feasibility of an incorporated UWSS from a licencing standpoint;
- UWSS’s inability to issue debt and therefore finance its own operations;
- Governance and decision-making;
- Potential risks associated with separate ownership and operation of UWSS and the Municipal water systems; and
- How an incorporated Municipal Services Corporation (MSC) which would succeed UWSS – potentially “UWSS Inc.” – may be established, including the initial capitalization by conveyance of existing UWSS assets to the successor in return for shares in the new corporation.

The recommendations of this analysis were that the Municipalities:

- Establish UWSS as a Municipal Services Corporation as this is defined in Ontario legislation;
- Transfer the UWSS assets held on a “tenants in common” basis by the Municipalities to the UWSS corporate entity in return for shares;
- Consider the inclusion on the Board of industry experts as well as Municipal appointees;
- Establish UWSS’s mandate, and its delegated authority to conduct its business under Board supervision and within the Ontario legislated and regulatory environment; and
- Consider the “source to tap” option as described above.

Premise for This Business Case

The premise for this Business Case is:

- IF the UWSS shareholders undertake the adoption of a corporate structure for UWSS, broadly as set out in the legal analysis of 2015 as modified by the UWSS Board and Municipalities;
- AND if UWSS shareholders wish to explore financial structuring options to address the financial challenges described above;

-
- THEN this Business Case may be considered as a potential path forward with respect to financial structure.

3. Financial Structuring Objectives

This section describes the objectives we set in designing the proposed financial structure for UWSS.

Objectives

Given the background and challenges set out in Section 2, we set the following objectives for design of a potential new financial structure for UWSS³.

Ability to Issue New Debt

UWSS must, under a proposed financial structure, be able to issue debt to finance its operations (according to plans and budgets approved by its Board). This in turn requires that UWSS be credit-worthy – that is, its debt is attractive to lenders in the financial markets, so that UWSS may borrow as needed on reasonable terms (notably interest rates and principal repayment term).

Attribution of Debt Solely to UWSS

A proposed financial structure must support the attribution of UWSS debt solely to UWSS and not to the Municipalities:

- New debt; and if possible
- The Sun Life debt as well.

Ability to Accept Grant Funding

A proposed financial structure must be able to access grant funding if it is available. UWSS indicates that infrastructure grants from senior levels of government are available to municipalities directly, and to Municipal Services Corporations, but not to UWSS as an entity without corporate existence. At present, a grant application for UWSS would have to come from the Municipalities; this is complex and may put UWSS priorities in conflict with Municipal infrastructure grant priorities.

“Source to Tap”

A proposed structure must be compatible with “source to tap” should the Municipalities elect to take up this option in the future.

No “Rate Shock”

A proposed financial structure must minimize required rates, and avoid “rate shock” to the extent possible given the costs to be borne by UWSS in the future.

Non-Uniform Rate Structures

For purposes of this Business Case analysis, a uniform rate per unit water volume is assumed. However, a proposed financial structure must be compatible with non-uniform rate structures should UWSS and the Municipalities elect to go this route.

³ For the balance of this Business Case, UWSS will refer to an incorporated entity succeeding the existing UWSS.

Summary

The objectives described above formed the basis for design of the proposed financial structure. Achieving these objectives requires the support of two principal attributes for UWSS:

- Credit-worthiness on a stand-alone basis (as described in Section 4); and
- Commercial structuring to achieve accounting treatment as a Government Business Entity (as described in Section 5).

One potential objective is notable by its absence – a profit flow for the Municipalities. The Municipalities have never earned a return on their share of UWSS, and consultations indicate that earning a return (funds from ratepayers that would accrue to the tax base) is not an objective for a new financial structure. Accordingly, Municipal profit is not an objective driving the design of the proposed financial structure.

4. Credit-Worthiness

This section defines credit-worthiness for the purpose of this Business Case, and sets out the requirements for credit-worthiness which the financial markets will likely apply to UWSS.

What Is Credit-Worthiness for UWSS?

An entity may be considered credit-worthy if:

- It can borrow as it needs to, in order to finance its operations (and specifically its approved capital plans), under most market conditions⁴;
- The terms and conditions (notably the interest rate and principal repayment provisions) are reasonable – broadly equivalent to terms and conditions available in to comparable borrowers, and stable over time in most financial market conditions.

At present, lenders for UWSS look directly to the Municipalities for assurance that debt principal and interest (together, debt service) will be paid according to the lending agreements. Municipalities are credit-worthy to the extent that their ability to realize tax and other revenue is sufficient to fund all municipal obligations including debt service, with a safety factor. Ontario legislation caps municipal borrowing at levels viewed as prudent by the financial markets.

In order for the objectives described in Section 3 to be achieved, UWSS must be credit-worthy on a stand-alone basis. For lending to utilities such as UWSS, lenders can only look to the sufficiency and reliability of revenues for assurance of debt service – in a default situation, the assets (unlike, say a vehicle) cannot be seized and sold to other buyers.

Credit Positives for UWSS

It is reasonable for UWSS to expect a positive reception from the financial markets as a stand-alone borrower, if properly structured and operated.

A Utility with Monopoly Access to Customers

Utilities are generally attractive to lenders as they have monopoly access to their customers – they do not face competition (although they are constrained by regulation or other means). Although actual consumption (in UWSS's case, bulk water) may vary, utilities generally recover their costs in the form of a required revenue (that is, the revenue that achieves the regulatory or otherwise agreed-to conditions), which is then converted into rate(s) per unit volume – ratepayers bear the risk of volume variations over time.

Defined Pricing Power

Utilities have defined pricing power – that is, the power to recover costs and set rates constrained by a predictable set of rules, at a level sufficient to meet all obligations, without the prospect of external interference (but of course subject to Board oversight).

UWSS at present recovers costs as described in Section 2:

- Operations, maintenance and administrative costs; plus

⁴ During periods of financial market turmoil, such as experienced in 2007 – 2009, many borrowers had difficulty accessing new debt.

-
- Debt service (principal and interest); plus
 - Approved capital expenditures

As set out in Section 6, the proposed financial structure will incorporate a different, but equally defined, required revenue model. The proposed revenue model would be established contractually as described in Section 9.

LDCs recover costs according to a different formula:

- Operations, maintenance and administrative costs; plus
- Depreciation expense; plus
- Interest expense; plus
- A return to equity calculated according to regulated parameters; plus (if applicable)
- An allowance for cash taxes paid

The formula is different, but it is defined and reliable over time. In the case of LDCs, credit ratings (DBRS in this case) range from A (low) to A (high) for major bond-issuer LDCs⁵.

Conservative Capital Structure

UWSS had, at the end of 2016, a debt : equity ratio of 25% debt : 75% equity. The regulated debt : equity ratio for Ontario LDCs is 60% debt: 40% equity.

As described in Section 6, the proposed financial structure does not include a covenant concerning capital structure. However, long-term financial projections described in Section 7 indicate a UWSS capital structure with less debt than specified for Ontario LDCs.

Strong Debt Service Coverage

As described above, lenders require a “safety factor” between a borrower’s debt service obligations, and the borrower’s means to make debt service payments. This safety factor is “debt service coverage”, and it expressed as a ratio referred to as the Debt Service Coverage Ratio (“DSCR”).

In 2016, UWSS (having only the Sun Life debt to service) had a DSCR of approximately 1.9x. This is calculated as:

- “Cash Available for Debt Service”:
 - Revenues; less
 - Operations, maintenance and administrative costs; divided by
- Debt service:
 - Interest; and
 - Required principal repayment.

⁵ DBRS, May 2017

This level of DSCR is more than the market requires, in PwC experience. DSCR of 1.25 to 1.50 will support investment-grade treatment in the financial markets; we have used 1.50 in our analysis in the interest of conservatism.

Priorities for Credit-Worthiness

In designing the proposed financial structure, we have considered two principal attributes:

- UWSS must, in all periods, be able to earn required revenue which enables it to at least break even on a “Generally Accepted Accounting Principles” (“GAAP”) basis – this includes recovery of depreciation expense (which the current UWSS revenue model does not); and
- UWSS must, in all periods, be able to earn required revenue which enables UWSS to achieve a market-appropriate DSCR (for which we have used 1.50 in our analysis).

These conditions respond to lenders’ most pressing requirements:

- High-quality borrowers do not lose money; and
- Borrowers always have the capability to pay debt service – interest and required principal repayment – with a safety factor.

The manner in which these requirements are incorporated into the proposed financial structure is set out in Sections 6 and 9.

5. Accounting Considerations

An important objective of UWSS's for the Municipalities is that UWSS debt be considered an obligation solely of UWSS, and not be consolidated on the accounts of the Municipalities.

This section addresses the requirements for achieving this accounting treatment and discusses the commercial structure of UWSS, and its relationship with the Municipalities and with end customers is such that UWSS debt is properly accounted for as recourse only to UWSS and not consolidated (on a line-by-line basis) in Municipal accounts.

Accounting Principles

Canadian accounting principles contain guidance in the areas of consolidation, reporting relationships and government entity types which can assist in determining the accounting treatment with respect to the attribution of debt in circumstances similar to those of UWSS. In particular, guidance is provided concerning:

- “Government Business Entity” (or “GBE”) treatment and the requirements to achieve this treatment; and
- “Agent versus principal” relationships

Government Business Entity

A Government Business Entity (or “GBE”) is a business owned by government which is financially self-supporting. GBEs are accounted for by its government owner(s) on an “equity” basis – that is, the value of the equity ownership (i.e. net assets) stake in the GBE is recorded as an asset in the balance sheet. As a result, the debt of the GBE is not classified as debt in the government owner(s) balance sheet but rather is included as part of the governments net investment of the GBE (reducing the net asset value). Therefore, GBE treatment would achieve the objective of the Municipalities with respect to accounting treatment/classification of UWSS debt.

Guidance for qualification as a GBE is set out (in part) below:

28 A government business enterprise is an organization that has all of the following characteristics:

(a) it is a separate legal entity with the power to contract in its own name and that can sue and be sued;

(b) it has been delegated the financial and operational authority to carry on a business;

(c) it sells goods and services to individuals and organizations outside of the government reporting entity as its principal activity; and

(d) it can, in the normal course of its operations, maintain its operations and meet its liabilities from revenues received from sources outside of the government reporting entity.

In the electricity market, municipally-owned local distribution companies (“LDCs”) are commonly treated as GBEs.

Agent versus Principal

In assessing the relationship for financial reporting purposes between UWSS and the Municipalities (i.e. whether or not UWSS is a GBE to the Municipalities) an important consideration is the relationship among UWSS, the Municipalities, and the end customers using UWSS-supplied water. Specifically, are the Municipalities customers of UWSS, or agents of UWSS in a commercial relationship essentially between UWSS and end water customers?

If the Municipalities are agents of UWSS, then they may qualify for “Net Revenue Reporting”, and would record only the net revenue (if any) from sales of UWSS water to end customers. UWSS would be considered a supplier to end customers, not the Municipalities.

Key requirements⁶ for the Municipalities to be considered for treatment as an agent of UWSS include:

- UWSS (not a Municipality) is the “obligor” – that is, responsible for providing the product or service (in the case of UWSS, bulk water);
- The Municipalities earn a fixed amount (not mandatory) – a fixed amount per account, per year, or other unit of measure in exchange for acting as agent of UWSS. The municipalities do not bear the risks of profit and loss related to the product or service being provided; and
- Credit risk related to the provision of bulk water is not borne by the Municipalities. Bad debt risk is ultimately borne by UWSS.

Conversely, UWSS would be considered the principal provider (as desired) if it has:

- The primary responsibility for providing bulk water to its customers (local delivery being considered a separately billed service);
- Inventory risk – the risk that end customers may or may not order or use a given volume of product;
- Latitude in setting prices (and not be directed concerning pricing by the Municipalities⁷); and
- Exposure to credit and collection risk.

Options for Commercial Structure

UWSS and the Municipalities may structure their affairs in several different ways, with varying potential accounting treatment.

Option #1: Current Structure

In this structure:

- UWSS sells bulk water to the Municipalities according to the existing bulk metered volume measurements;
- The municipalities take title to the bulk water, and resell to their end water customers according to residential and business metered volume measurements. UWSS charges are not shown as a separate billed item to end customers;
- Credit and collection risk is borne by the Municipalities; UWSS is paid according to the bulk metered measurements and has no commercial relationship with end water customers.

Option #2: “LDC” Structure

In this option:

- UWSS has a direct relationship with individual metered end customers. A supply agreement with these customers may be required;
- UWSS bills each end customer according to residential and business meters (rather than the existing bulk meters);

⁷ Municipal representation on the UWSS Board would not compromise UWSS’s latitude in setting prices; an established revenue determination mechanism as set out in Sections 6 and 8 would reinforce UWSS pricing authority

- Accounts Receivable ledgers are maintained (perhaps by Municipalities as a service to UWSS);
- Billing may be done (for a fee which would be a recoverable cost for UWSS) by Municipalities on behalf of UWSS. UWSS charges would show separately from other Municipal billed items (such as water distribution or perhaps electricity if this is billed with water);
- As UWSS charges are collected, collected funds are remitted to UWSS. The Municipalities do not guarantee UWSS collections.

Option #3: Municipalities as Agents of UWSS

In this option:

- UWSS has a direct relationship with individual metered end customers. A supply agreement with these customers may be required (potentially a significant challenge given the number of customers);
- End customer volumes (which will be different than bulk water metered volumes due to system losses) are the basis for billing based on end user metered volumes. These volumes are shared between UWSS and the Municipalities;
- The Municipalities bill individual end users according these end user metered volumes, with UWSS charges being an item separate from other billed charges;
- UWSS invoices the Municipalities for bulk water according to end user metered volumes, and the Municipalities pay such invoices;
- Municipalities charge back UWSS for any UWSS end customer charges which prove to be uncollectible according to Municipal policy;
- Municipalities charge UWSS for services provided including:
 - Billing;
 - Administration of collections;
 - The time value of money between the UWSS billing date and the anticipated date of collection from end customers; and
 - Other items as agreed upon by UWSS and the Municipalities;
- UWSS includes these charges in its cost base to be recovered from its end customers.

Potential Qualification for GBE Treatment

The potential for these options to qualify for GBE treatment is as follows:

Scenario	Separate Corporate Entity	Delegated Financial and Operational Authority	Goods and Services Provided Principally to Customers Other Than Government	Maintain Operations and Meet Liabilities from Revenues Other Than Government	Comments and Cautions
Option #1: Current Structure	OK	OK	Fail – Municipalities are only customers	Fail – revenue source is only from Municipalities	Easiest implementation but does not achieve a key objective

Scenario	Separate Corporate Entity	Delegated Financial and Operational Authority	Goods and Services Provided Principally to Customers Other Than Government	Maintain Operations and Meet Liabilities from Revenues Other Than Government	Comments and Cautions
Option # 2: “LDC” Structure	OK	OK	OK: UWSS bills to and collects from end customers directly	OK: No direct financial relationship with Municipalities, other than as normal course billed customers	Greatest available assurance of GBE treatment; however, potentially significant administrative load on UWSS (and possibly Municipalities as service providers)
Option #3: Municipalities as agents of UWSS	OK	OK	OK: Essential commercial relationship is with end customers	OK: Key risks are to the account of UWSS	Some administrative changes, but less than in Option #2.

Other Considerations

Under any structure, if UWSS requires investment of Municipal equity it may fail the test of “Maintain Operations and Meet Liabilities from Revenues Other Than Government”. The financial structure and financial projections in this Business Case (see Sections 6 - 9) do not anticipate this need for equity investment; however, the Municipalities should keep this consideration in mind going forward.

Summary

At this Business Case stage, it appears that Option #3 is a leading candidate for investigation and adoption. As a practical matter, one option should be implemented for all Municipalities.

Both Options #2 and #3 will require socialization of the new structure with end customers, and (potentially) the execution of connection agreements between UWSS and end customers.

Requirements to Achieve Proposed Commercial Structure

In the end, the determination of whether or not a structure meets the requirement for GBE treatment will be that of the Municipalities’ auditors. Therefore, if the Municipalities elect to proceed on a course indicated by this Business Case, the following will be required:

- The Municipalities engage their auditors concerning the selected structural option and GBE treatment;
- The need for a connection agreement between UWSS and end customers be determined, and (if required) the form of this agreement be developed;
- Planning be undertaken to socialize the new commercial structure with end customers, and (ultimately if required) achieve execution of these agreements; and
- UWSS maintain a forward financial plan that will highlight the potential need for Municipal equity investment in advance, with a view to advance planning to avoid a situation in which GBE qualification fails.

6. *Financial Structure*

This section develops the financial structure recommended in this Business Case.

It is assumed that UWSS and the Municipalities will obtain advice concerning legal structure, ownership, governance, liability and related matters from counsel. This Business Case and this section address only financial structuring.

Drivers of the Financial Structure

The proposed financial structure is designed to achieve objectives in two areas:

- Credit-worthiness (Section 4); and
- GBE treatment (Section 5).

Recommended Financial Structure

The financial structure proposed in this Business Case is as follows:

Opening Assets

Upon the establishment of UWSS under a corporate structure, the Municipalities will transfer all UWSS-related assets to UWSS in return for shares. UWSS is contemplating a share structure whereby each Municipality's ownership will continue to be based on its consumption through the use of tracking shares. To preserve the existing UWSS ownership model under this structure, tracking shares can be incorporated into the corporate framework, and provide for each Municipality's ownership interest to be equal to its percentage of total water consumption, adjusted every 4 years, much like the current framework.

Opening Liabilities

If achievable, UWSS will assume legal liability for the Sun Life debt; this will require negotiation with Sun Life and may or may not be achievable.

Other (current) liabilities such as accounts payable would also be assumed by UWSS.

Other Undertakings

UWSS would assume legal responsibility for the OCWA contract and other undertakings.

The existing two employees of OWSS (who are currently formally employed by Leamington) would be employed by UWSS directly.

UWSS and the Municipalities would enter into an agreement as set out in Section 9.

Revenue and Rate Model

The required revenue to which UWSS will be entitled according to its agreement with the Municipalities would be the greater of that which results in:

- A break-even net income under GAAP (the "break-even test"); and
- A DSCR equal to that agreed to with UWSS lenders (the "DSCR test").

A uniform rate would be constructed as at present – required revenue divided by flow – however, the flow would be at the end user point, not the UWSS-Municipality billing points as at present. This is to facilitate the commercial structure according to Option #3 in Section 5.

The UWSS Board may, at its option, also set rates higher than those described above, in the interests of avoiding fluctuating rates. An example may be rates which are equal to the prior year plus inflation. In the proposed structure, UWSS would not have the latitude to set rates lower than those which meet both the “break-even test” and the “DSCR test” without explicit permission of its lenders.

Funding of Capital Expenditures

The capital program will at all times be approved by the UWSS Board, as at present.

Funding of the capital program would be:

- First from cash from operations;
- Then from available capital reserves;
- Then by issuance of new debt.

Capital investment gives rise to depreciation expense regardless of how the investment is financed (reserves or debt). This depreciation expense is recovered in revenue (according to the “break-even” test) over the life of the asset.

New debt gives rise to debt service – interest and principal. This debt service, multiplied by the applicable DSCR, gives rise to a recoverable cost according to the “DSCR test”.

Ongoing Operations

The principal operating relationship with OCWA would continue essentially unchanged, but the OCWA contract would be with UWSS as a stand-alone contracting entity.

Any services provided by the Municipalities to UWSS would continue (until changed by agreement if at all), but would be articulated in formal agreements.

Summary

We have conducted our financial analysis in Section 7 based on the proposed financial structure described above; Section 8 evaluates assesses the achievement of the objectives set out in Section 3 by the proposed financial structure.

7. Financial Analysis

This section sets out the projected financial results should the recommended financial structure be implemented.

Methodology Highlights

A financial modeling analysis was undertaken in support of this Business Case, addressing the following items and incorporating information provided by UWSS:

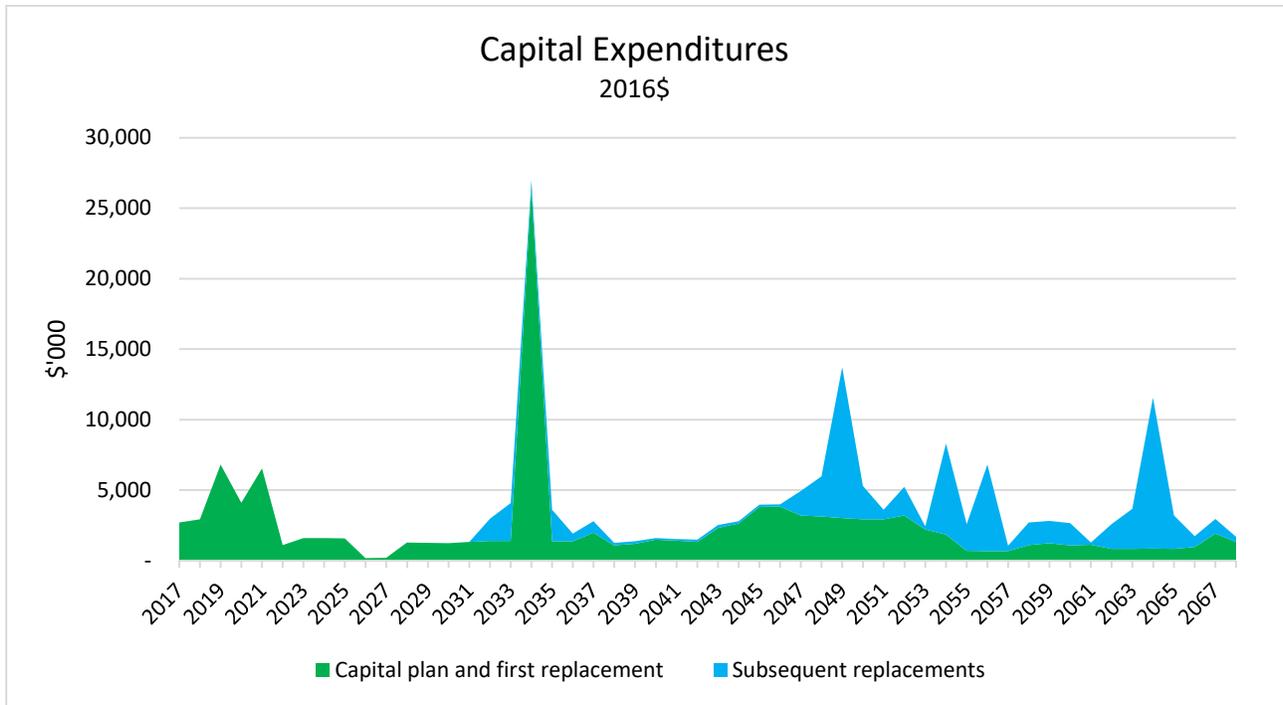
Category	Specific Items
Capital Items	<ul style="list-style-type: none"> • Capital expenditure: <ul style="list-style-type: none"> ○ 2017 and 6-year approved Capital Plans ○ Replacement of assets as at the end of 2016 ○ Water treatment plant expansion ~2034 • Depreciation
Other Costs	<ul style="list-style-type: none"> • Operations, maintenance and administrative costs
Financial Items	<ul style="list-style-type: none"> • The Windsor Family Credit Union deposit instrument • Sun Life debt • New debt: <ul style="list-style-type: none"> ○ Interest rates ○ Principal repayment • Interest earned on reserves
Rates and Revenue	<ul style="list-style-type: none"> • Rates for 2017 and 2018 as per approved plans • Rate-making thereafter according to the proposed financial structure
Volume	<ul style="list-style-type: none"> • Volume growth assumption, consistent with planning the water treatment plant expansion

Results

The results from the financial analysis are set out below.

Capital Expenditure

Capital expenditure over time, here shown in 2016 dollars, are projected as follows:



Looking ahead, there are clearly some years of very high capital expenditures – “spikes”. These are driven by:

- The 2017 and 6-year capital plans;
- The water treatment plant expansion projected for 2034; and
- Replacement of these major expenditures at the end of useful life.

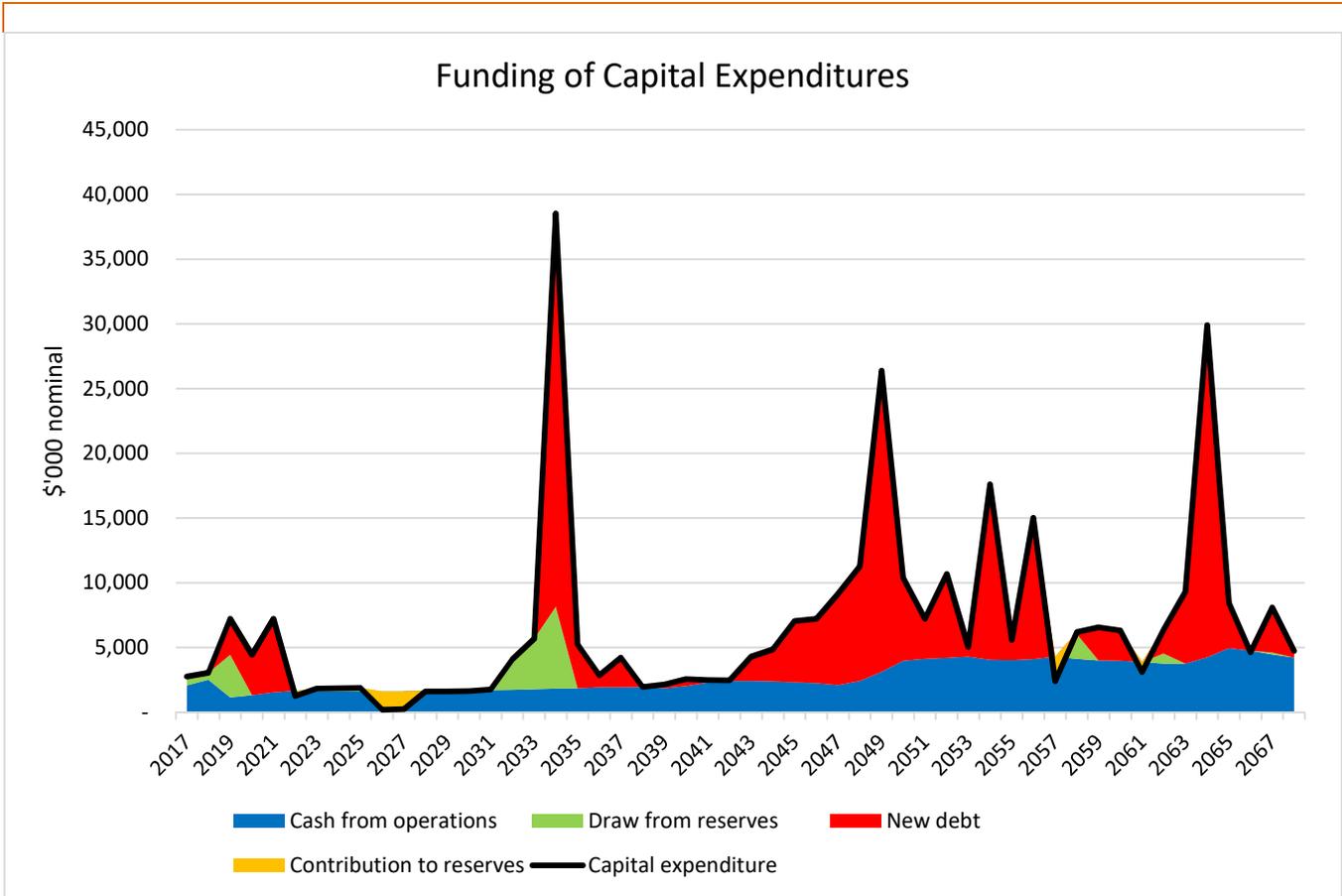
The total capital expenditure, in 2016\$, over a 52-year projection period (2017 and 2018, plus 50 years of the proposed financial structure) is nearly \$200 million.

Funding of Capital Expenditures

How are these capital expenditures funded? The chart below shows funding of capital expenditures (here in nominal, inflated dollars) by:

- Reserves;
- Funds from operations; and
- New debt.

In some years, funds from operations contribute to reserves.

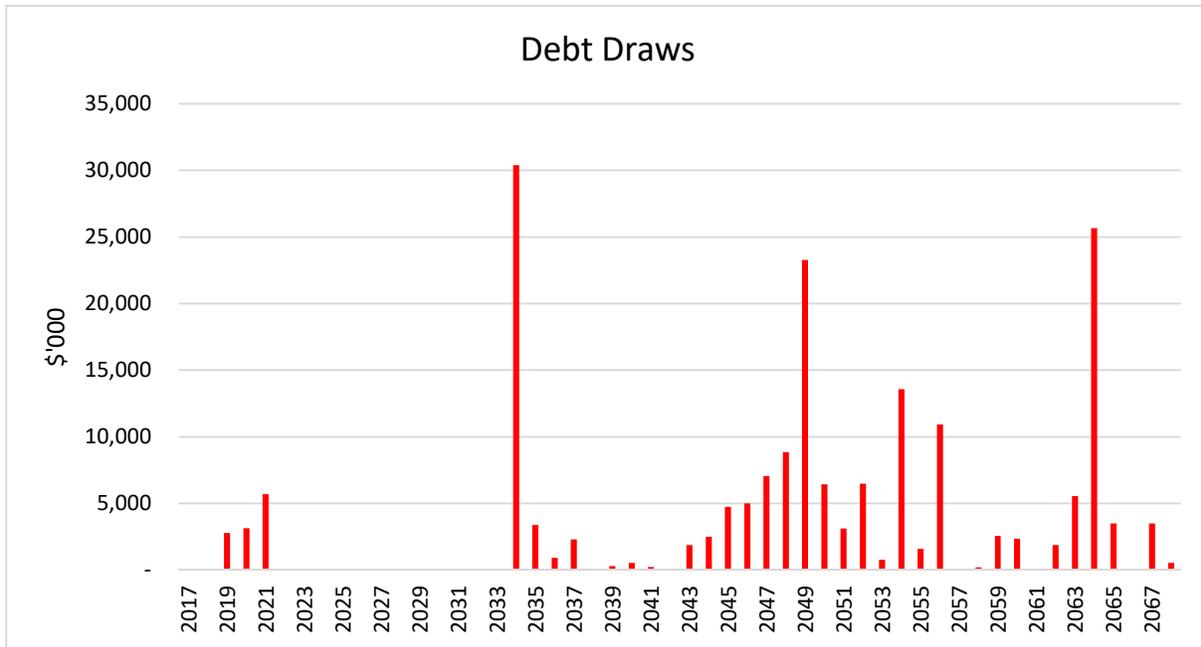


Over time, funding is provided from a variety of UWSS sources (in this chart, dollars are nominal including inflation):

- Operations provide some funding, as is the case at present. Even in years in which the “break-even test” prevails for revenue, UWSS recovers depreciation expense. This is a non-cash expense, and therefore provides UWSS with cash which may be deployed to fund capital expenditures;
- Reserves – both the Windsor Family Credit Union funds and other capital funds (but not the operating reserves) are available in some years. Further, in some years of low capital expenditure capital reserves are increased;
- New debt provides roughly 55% of funding for capital expenditures over time.

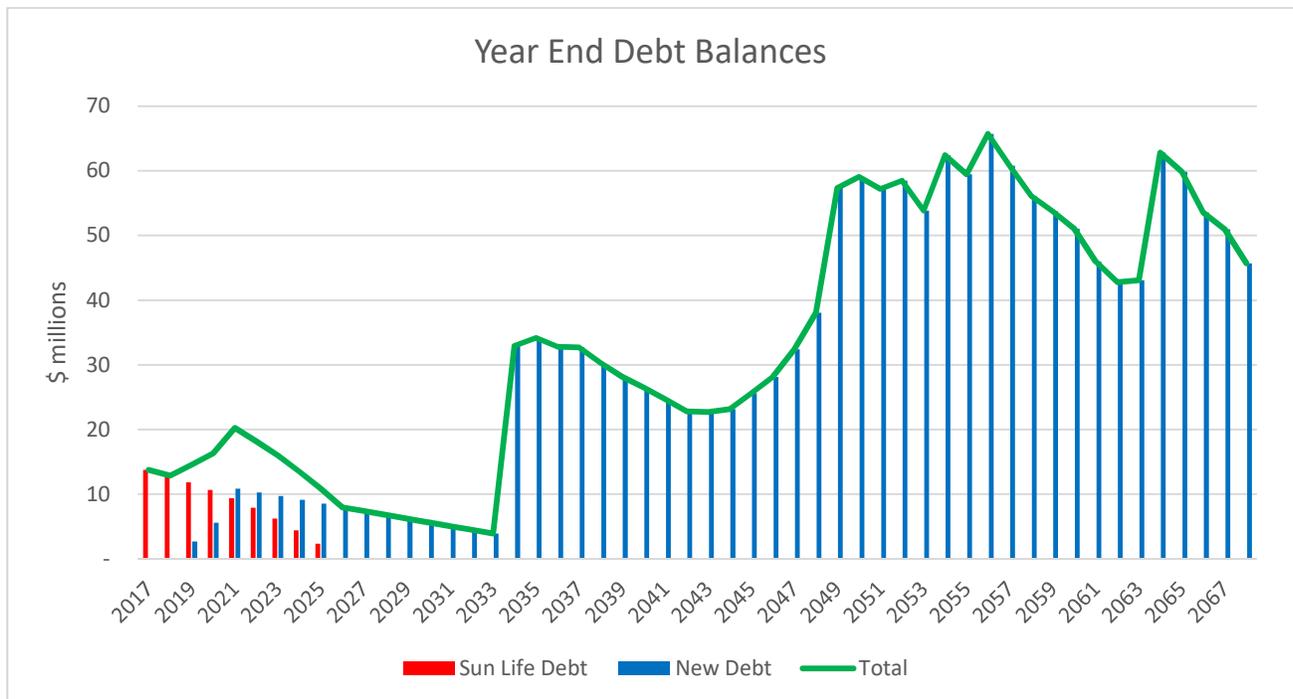
New Debt

New debt (that is, not Sun Life) is drawn as follows:

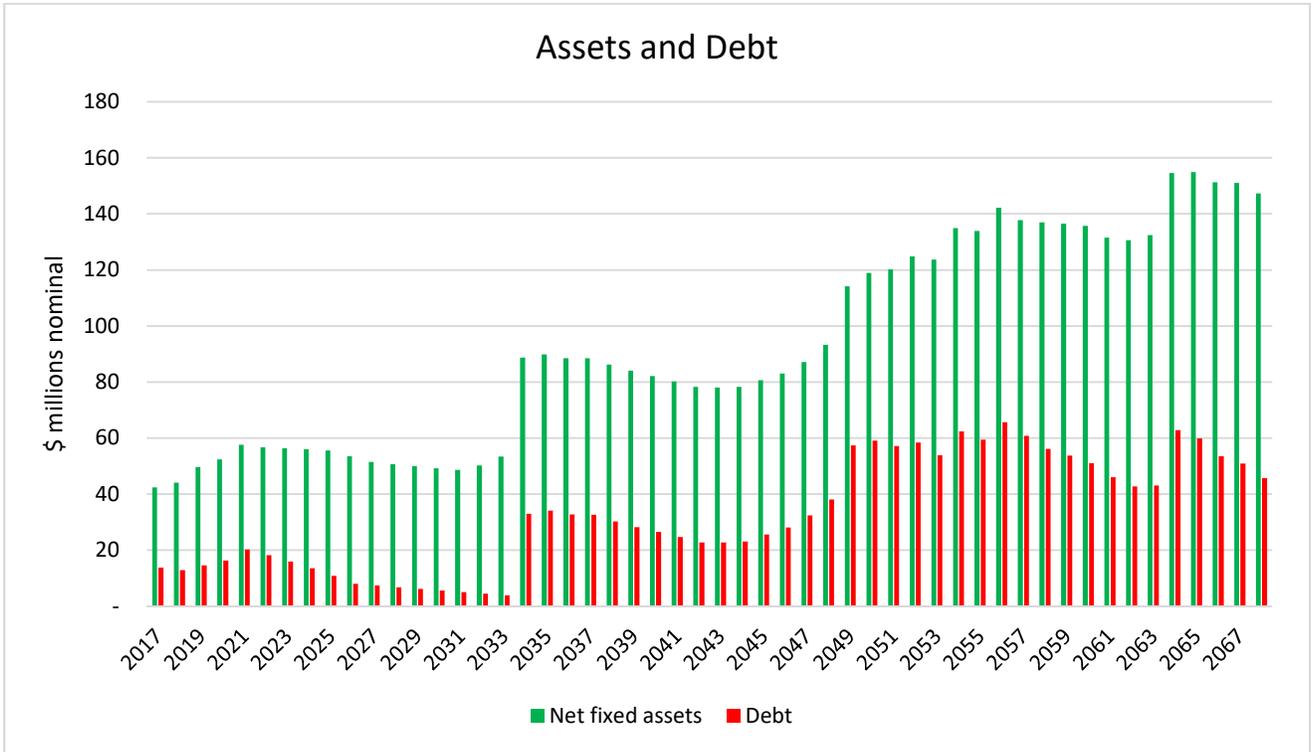


The requirement for new debt, like that of capital expenditures that causes it, is highly uneven. New debt is only drawn if needed. For some expenditures reserves are available to fund capital requirements in part, and in all years cash from operations is available.

The debt balance over time is projected as follows:

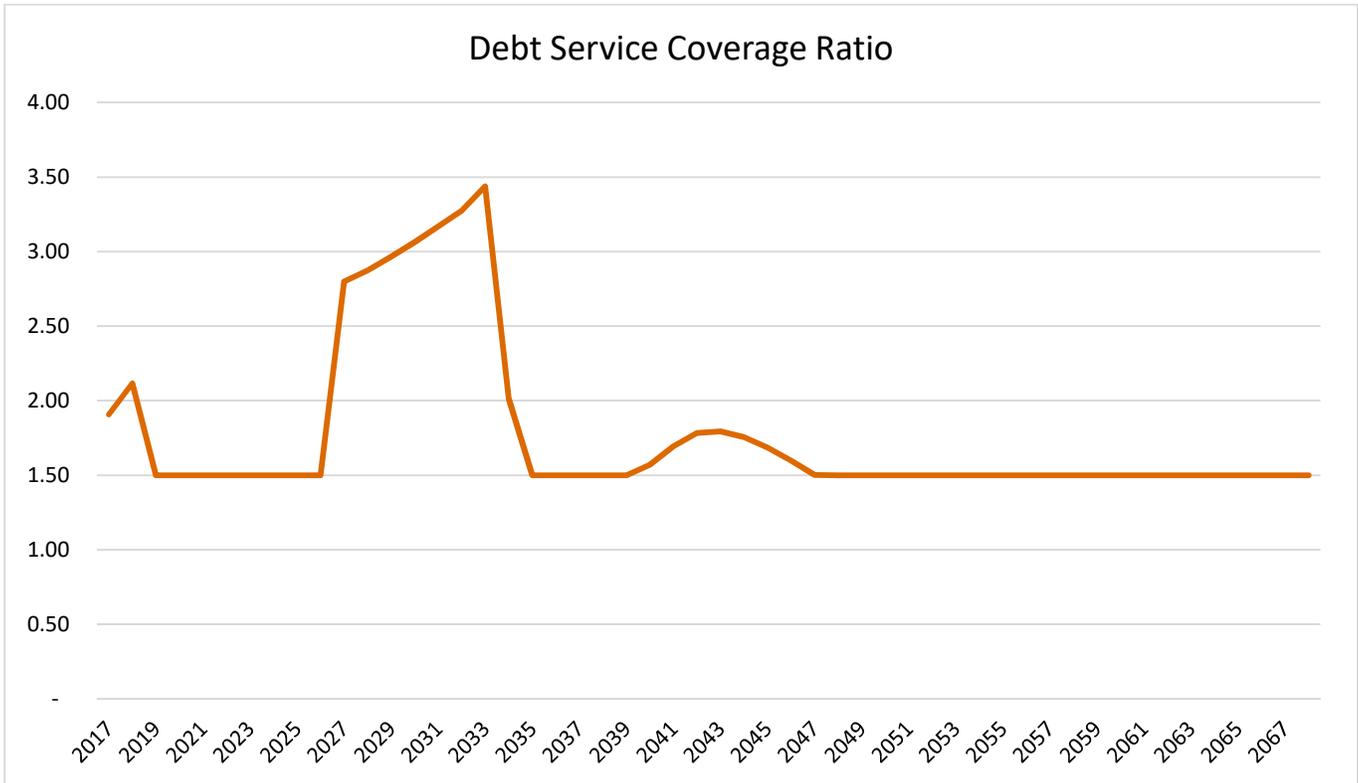


In dollars of the day (including inflation), UWSS debt is projected to exceed \$60 million during the projection period. Debt and total assets broadly move together over time:



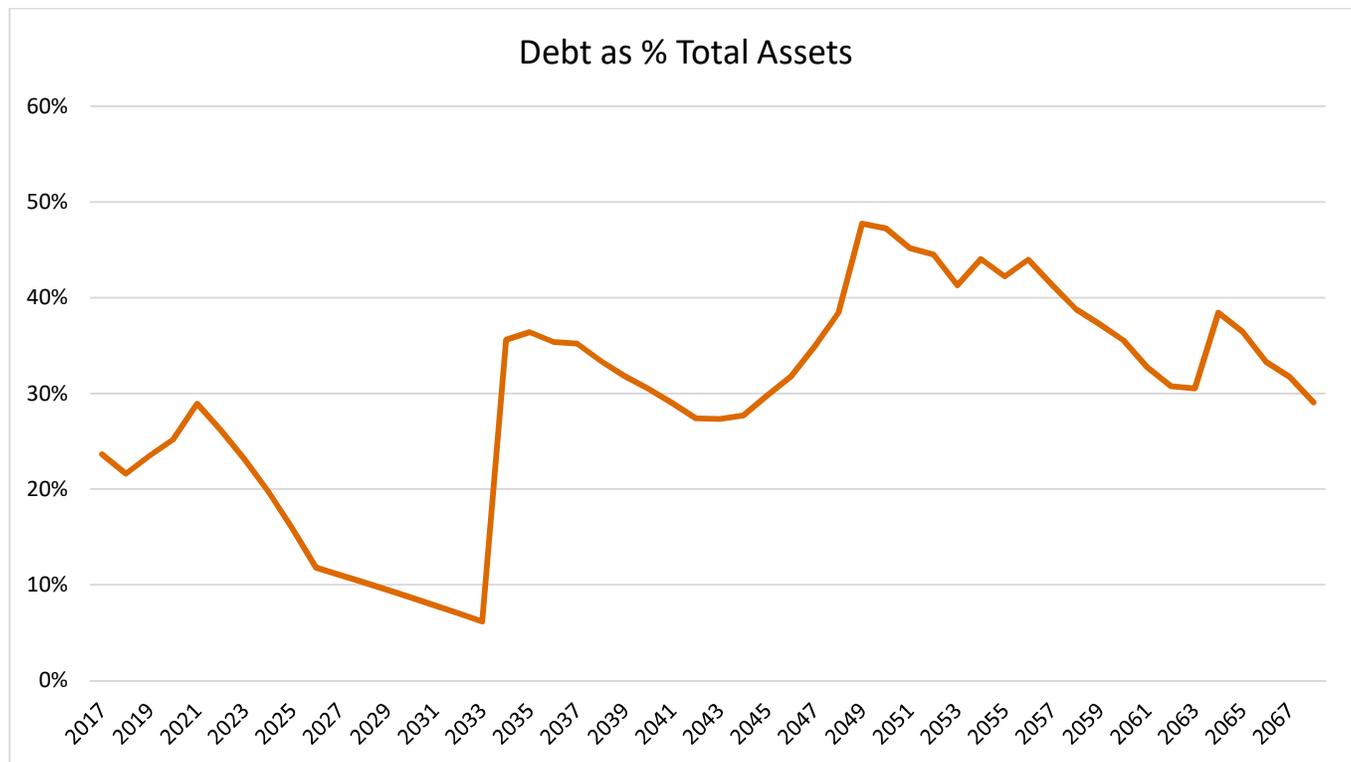
Can UWSS carry this much debt? There are two key measures.

DSCR – a measure of the safety factor enjoyed by lenders – is projected as follows:



In many years, a DSCR of 1.5x is forecast. This is the DSCR built into the revenue model for purposes of this Business Case; UWSS may be able to improve on this through negotiations with lenders. In years for which this DSCR is forecast, revenue is determined according to the “DSCR test”.

Another metric is the debt : equity ratio:



Debt as a percentage of total assets is projected not to exceed 50%. By way of reference, LDCs in Ontario are mandated a 60% debt : 40% equity ratio.

Revenue and Rates

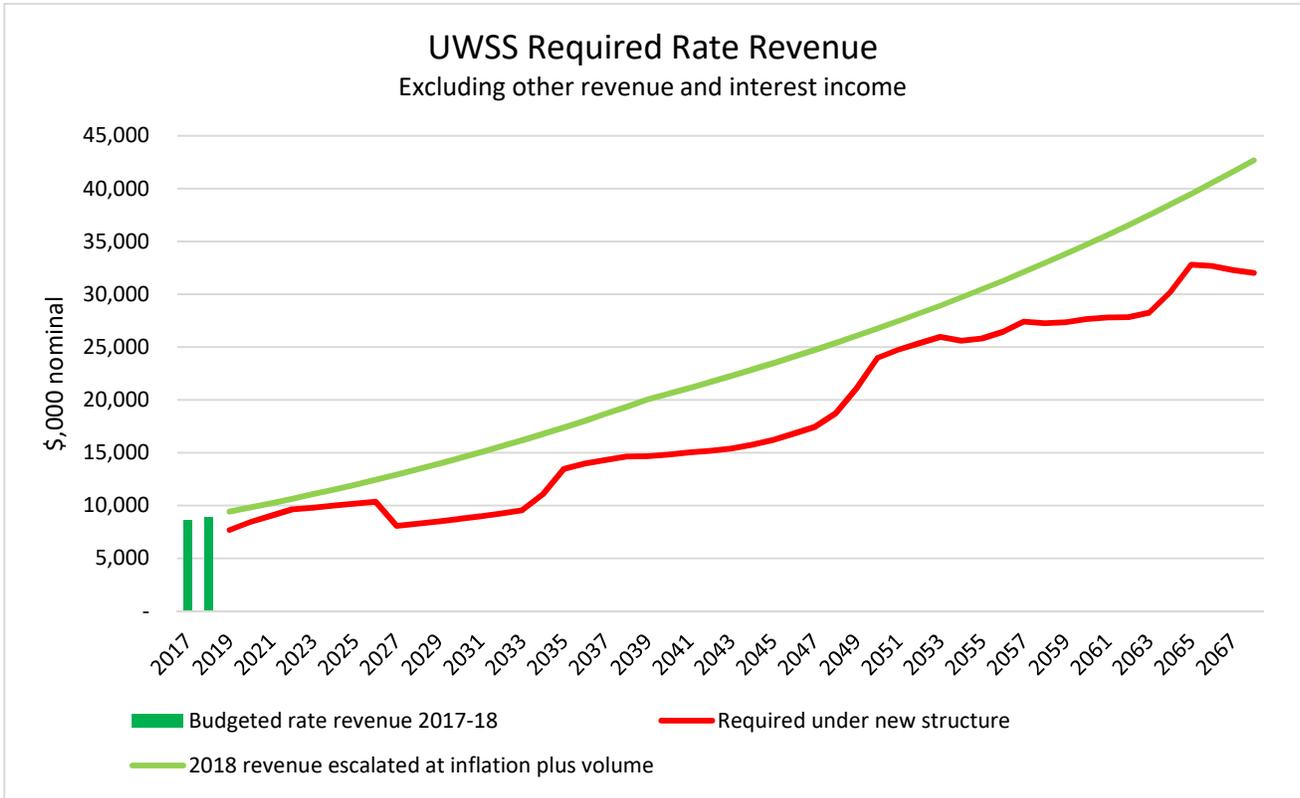
Does the proposed financial structure result in affordable rates, or is there a prospect of “rate shock”?

Comparison to Current Rates

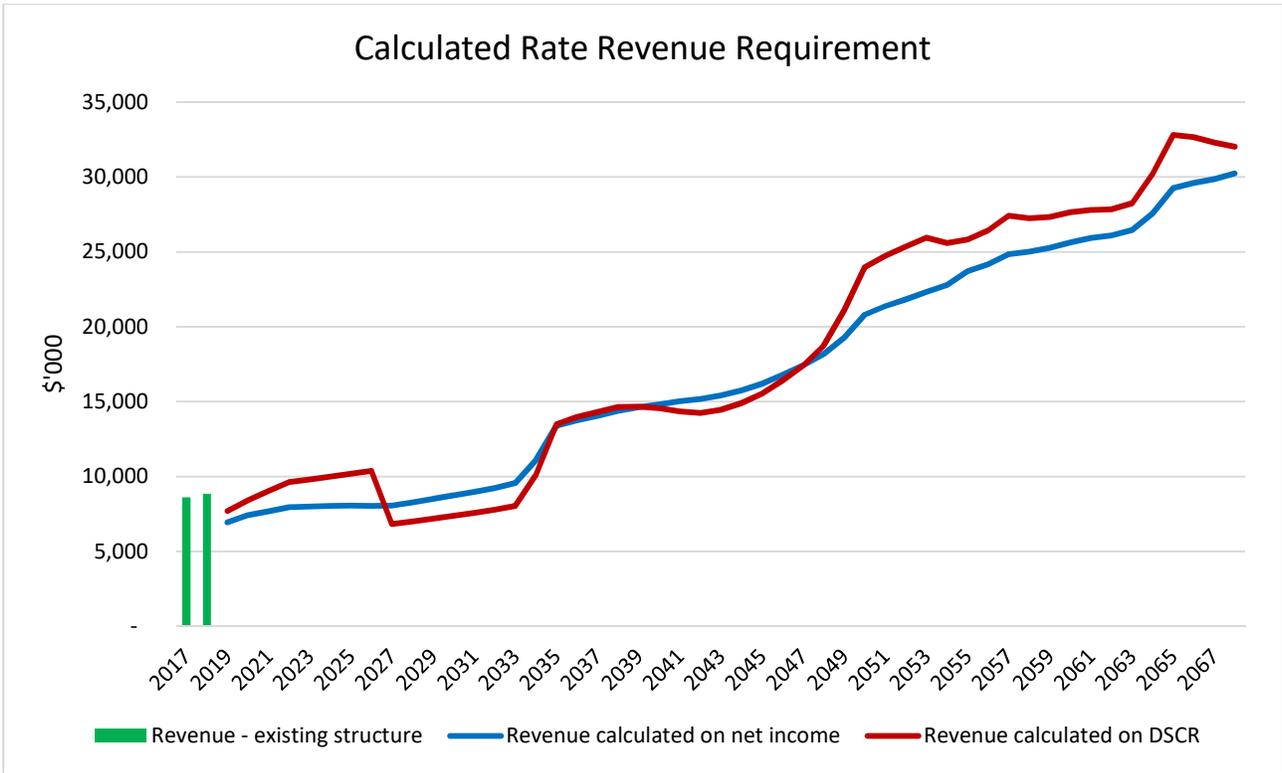
Compared to existing rates (2017 and 2018 approved UWSS plans), the proposed financial structure offers a potential savings:

- The green bars show UWSS rate revenues from the 2017 and 2018 approved plans;
- The green line shows how these rates would translate into rate revenues if rate revenues reflected only;
- General inflation at 2%; and
- Changes in volume over time;
- Resulting in stable real-dollar rates over time;
- The red line shows the projected required rate revenue according to the proposed financial structure.

The proposed financial structure is projected to offer a savings, compared to 2018, in real dollar rates in all years of the projection.



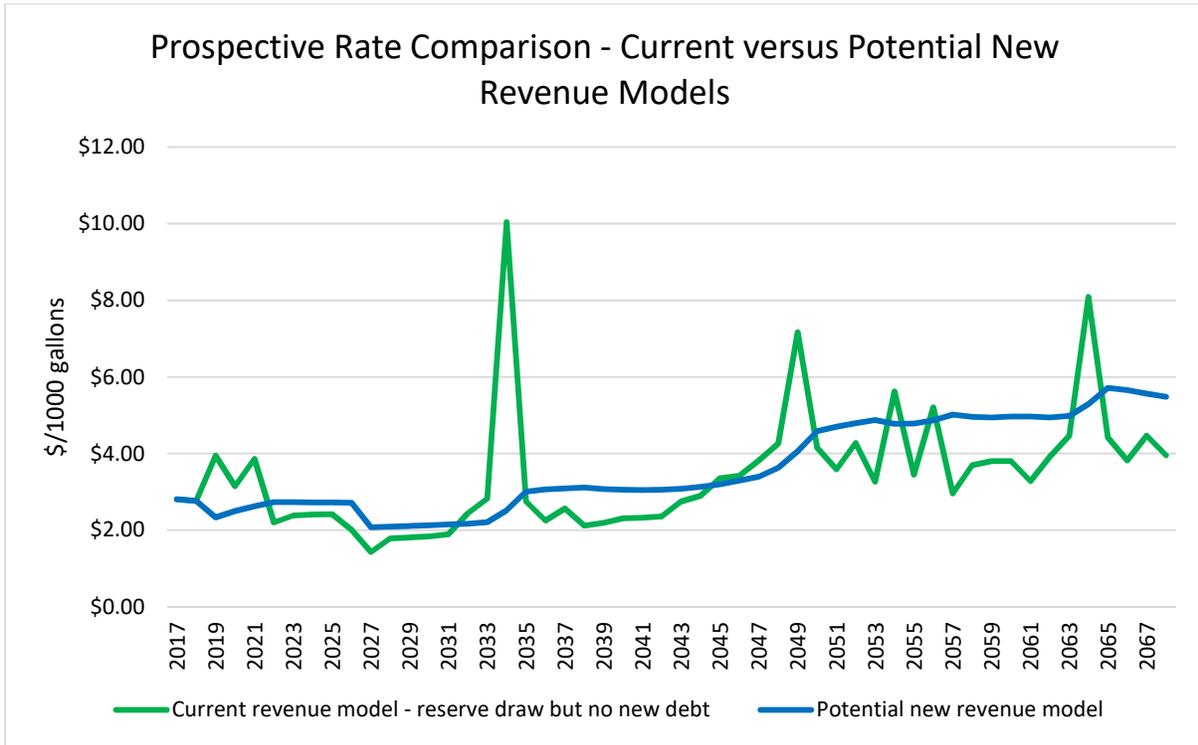
As set out in Section 6, revenue must meet two tests – “break-even test” and the “DSCR test”. The graph below shows which test prevails in each year of the projection:



The two “tests” require very similar revenues in all years of the projection; the “DSCR test” prevails in most years. This assumes that the required DSCR is 1.5x; as noted above, UWSS may negotiate a more favourable (less conservative) DSCR in implementation.

Comparison to the Current Model – No New Debt

Leaving aside the existing rates, how would the proposed financial structure compare to the current model if there is no new debt?



The above chart shows this comparison. In most years, the current model and proposed financial structure are close in required rates, with the current model slightly lower (and quite volatile). This makes sense in years with moderate capital expenditure – the current model would need to recover neither depreciation nor debt service.

However, in years of high capital expenditure, the current model calls for rates sharply higher than the proposed financial structure. In practice, UWSS would likely seek some means to provide relief to ratepayers.

Comparison to the Current Model – New Municipal Debt

One means to accomplish this could be to issue new Municipal debt, which is part of the current model.

In this case, as UWSS takes debt service responsibility for Municipal debt issued on its behalf, the projections for required revenue and rates under the current model with Municipal debt would be similar to those for the proposed financial structure as shown above. The difference is that the debt would be consolidated on Municipal accounts.

What About Grant Funding?

Although not reflected in the financial projections, grant funding (as available) may be applied to required capital expenditures, decreasing the need for funding from operations, reserves, or new debt.

Implications

The analysis of the proposed financial structure, and comparing it to the current model with and without new Municipal debt, indicates the following:

-
- The proposed financial structure offers a potential rate saving (in real dollar terms) compared with prevailing rates in 2017, and those planned for 2018;
 - This structure also provides rate stability even in periods of large capital expenditure, as costs are recovered over time in depreciation and debt service rather than giving rise to potential “rate shock”; and
 - If grant funding is available, the proposed financial structure will accommodate it and ratepayers will benefit.

8. Assessing the Proposed Financial Structure

This section:

- Assesses the way in which the proposed financial structure achieves the objectives set out in Section 3;
- Describes other options considered and their relative attractiveness;
- Describes the use of the design features of the proposed financial structure by other utilities; and
- Confirms that the proposed financial structure is not a privatization.

How Financial Structure Meets Objectives

This financial structure meets the objectives set out in Section 3 as follows:

Ability to Issue New Debt on a Stand Alone Basis

The proposed financial structure is designed specifically with stand-alone UWSS credit-worthiness in mind. UWSS can realize revenues to at least break even on a GAAP basis, and achieve DSCR as required by lenders.

Debt Attributed to UWSS, not to Municipalities

If the commercial structure is implemented as set out in Section 5, UWSS and the Municipalities can expect to achieve GBE treatment for UWSS. In this case, the debt of UWSS would properly be accounted for on a non-recourse basis, and the Municipal interest in UWSS would properly be accounted for on an equity consolidation basis.

Ability to Accept Grant Funding

The proposed financial structure readily incorporates accessibility to grant funding from senior levels of government. Grant funding, if available, would act as a supplement to cash capital reserves, and would have the effect of avoiding the need for additional debt, and/or augmenting capital reserves.

“Source to Tap”

The proposed financial structure could readily be extended to support the “source to tap” should this be undertaken by one or more Municipalities.

If one Municipality wishes to operate on a “source to tap” basis, this could be accomplished by:

- Keeping separate records for the Municipal water distribution assets and operating costs;
- Determining the required revenue and associated water distribution rates for the Municipality. The Municipality and UWSS would have the option to bill bulk water charges separately from distribution charges (as set out in Section 5), or to combine these two charges; and
- The commercial structure would be as described in Section 5, Option #3.

This structure would have the same financial attributes as described for the UWSS bulk water business, and so should attract the same terms and conditions from lenders. It is likely unnecessary to have separate debt instruments for the bulk water system and a Municipal distribution system (the distribution system would bear its pro rata share of debt-related costs), but this is an option available to UWSS.

Essex and Lakeshore have bulk water supply other than UWSS for the geographic area not served by UWSS; how “source to tap” might be implemented in light of this would require further study.

A rate impact analysis would be undertaken in advance.

There would be other non-financial considerations, including the status and transfer of employees and contracts. These would be the subject of analyses outside the financial structure.

If all Municipalities wish to undertake “source to tap”, the Municipalities and UWSS have the option to establish (immediately or over time) a uniform rate structure across all Municipalities.

In sum, the priorities for implementing “source to tap” via UWSS are:

- Maintaining the revenue model such that credit-worthiness is maintained; and
- Maintaining the commercial structure so that GBE treatment is achieved.

No “Rate Shock”

Based on the financial modeling undertaken for this Business Case, the proposed financial structure can accommodate funding for future UWSS capital expenditures – even years with heavy expenditures – without causing “rate shock”. Please refer to Section 7.

Non-Uniform Rate Structures

As long as the UWSS required revenue model is maintained, the proposed financial structure can accommodate non-uniform rate structures. The essence of this is that the allocation of the UWSS required revenue may be borne differentially (on a unit of measure basis) by various consumers of UWSS bulk water.

Other Options Considered

Two other financial structures are worth reviewing as alternatives.

The Current Structure

The current financial structure has been in operation since the 2001 Transfer Order (see Section 2), and UWSS has operated to date on this basis.

The current financial structure could be maintained for the short term, if the Municipalities wish to undertake the transition to a corporate legal structure for UWSS before changing UWSS’s financial structure.

The current financial structure could be maintained for the long term if:

- The Municipalities (unanimously) are able to implement issuance of new UWSS-related debt as required to undertake the required UWSS capital programs over time;
- Differences (by Municipality) in the usage of capital assets to be funded can be accommodated in the raising of new debt;
- The Municipalities can continue to accommodate the consolidation of UWSS debt on Municipal accounts; and
- The Municipalities can create a streamlined process to enable to UWSS to apply for available grant funding through the Municipalities – including a process to reconcile Municipal and UWSS funding needs if there are limits imposed by granting authorities that call for such a reconciliation.

The LDC Model

The LDC financial structure, as regulated by the Ontario Energy Board (“OEB”) has the following characteristics⁸:

- A fixed regulated debt : equity ratio which is 60% debt and 40% equity;
- Cost recovery, subject to regulatory approval:
 - Recovery on a pass-through basis of operations, maintenance, and administrative costs and depreciation expense;
 - Recovery of the actual cost of debt; and
 - An allowance for cash tax expense (not applicable to UWSS); and
- A return to equity based on an OEB-stipulated Return on Equity percentage, which is also recovered from ratepayers.

In the water sector, the LDC model is used by EPCOR⁹ in Edmonton and surrounding municipalities; it is also seen in some U. S. water systems (including those owned by EPCOR).

This financial structure could be implemented, but has the following potential drawbacks:

- This is, compared to the proposed financial structure, a high-cost option for ratepayers. The Municipal equity investment under the proposed financial structure earns no systematic return¹⁰. In the LDC model, it does earn a return, and this return is part of the required revenue to be paid by ratepayers. PwC experience in confidential engagements confirms that inclusion of most or all of existing assets in the base on which a return is earned (debt and equity) results in a sharp increase in rates; and
- With a fixed debt : equity ratio, there may arise circumstances in which a large capital program could result in a call for cash equity investment on the part of the Municipalities. As described in Section 5, this could threaten GBE treatment and result in the requirement for the Municipalities to consolidate all UWSS debt.

How Different is This Structure?

How different is the proposed financial structure from existing precedents in the market? Four examples are worth considering.

The Current UWSS Financial Structure

This structure is described in Section 2 and above in this Section. It is similar to the proposed UWSS financial structure in several important ways:

- UWSS has significant equity under either framework (although it is notional in the current legal structure as UWSS has no corporate existence);
- The revenue model is defined, and recovers all defined costs;

⁸ The OEB’s Incentive Rate Mechanism sets out rate-setting rules for years between detailed rate filings – this is not described above.

⁹ EPCOR is wholly owned by the City of Edmonton

¹⁰ As set out in Section 3, earning a return from UWSS is not a Municipal objective.

-
- Incremental capital which cannot be funded from available reserves must be debt-funded (no Municipal equity investment is contemplated).

There are differences, which are driven by the objectives set out in Section 3:

- The revenue model is different as described above in order to support stand-alone credit-worthiness;
- Capital costs are ultimately recovered mainly “in arrears” via depreciation and debt service, rather than in-year ratepayer revenue;
- The commercial structure is as set out in Section 5 in order to achieve GBE treatment; and
- Additional debt is provided by the Municipalities rather than being issued by UWSS as a stand-alone entity; this is to be avoided in the proposed financial structure.

Nav Canada

Nav Canada is the entity that controls air space in Canada. It provides air traffic control, flight information, air flight communication services and other services to aviation customers.

Nav Canada is a private non-share capital corporation. It realizes revenues from the aviation industry; it receives no government funding. Its balance sheet shows negligible equity.

Financially, Nav Canada is 100% debt-funded; it has approximately \$2 billion in publicly traded bonds outstanding. Revenue is defined according to governing legislation, specifically the Civil Air Navigation Services Commercialization Act, which “prevents [Nav Canada] from setting customer service charges higher than what is needed to meet [Nav Canada’s] financial requirements for the provision of air navigation services”¹¹.

Nav Canada maintains reserves to ensure that it will have the ability to meet its debt-related obligations in the face of fluctuating demand for its services (and therefore its service charge revenue). Nav Canada’s debt rating is AA/AA (low)¹².

The Nav Canada model is similar to the proposed UWSS model in that:

- Nav Canada enjoys a monopoly on an essential service;
- Capital costs are recovered “in arrears” via depreciation and debt service;
- It has a defined revenue model (in Nav Canada’s case, legislated by Canada);
- Additional capital, as required, is funded entirely by debt; and
- Break-even results are a parameter in determining required revenue.

This model also differs from the proposed UWSS model:

- UWSS has significant equity. The proposed financial structure calls for the Municipalities to convey UWSS-related assets to UWSS in return for shares, while Nav Canada issued debt to purchase its assets from Canada¹³;

¹¹ Nav Canada Management Discussion and Analysis, December 2016

¹² DBRS, September 2017

¹³ The cost of this debt is recovered from its customers

- Nav Canada maintains significant debt-related reserves, which we do not believe will be required in UWSS’s situation (given the proposed UWSS revenue model and equity position);
- Nav Canada is an “industry-led entity”. Industry stakeholders (of which there are relatively few) provide governance and oversight. The proposed UWSS model, serving a large number of end water customers, relies on the UWSS Board to represent customers. This is analogous to the current situation in most municipalities, where Council represents water customer interests; and
- The proposed legal and financial structure calls for share capital held by the Municipalities, while Nav Canada is a non-share capital entity.

Greater Toronto Airport Authority

The Greater Toronto Airports Authority (“GTAA”) is the entity that manages and operates the Toronto Pearson Airport under a ground lease with the Government of Canada; its mandate includes the responsibility to “develop and improve”¹⁴ its facilities. The GTAA is a non-share capital corporation established in 1993.

While the GTAA realizes significant revenue from commercial activities (such as parking and concessions, roughly 30% of total revenues), its principal revenues are aeronautical (landing fees and terminal charges, collected from airlines) and airport improvement fees (collected as surcharges paid by passengers).

A key feature of the GTAA’s financial structure is its revenue model, according to which “... the GTAA [must] establish and maintain rates, rentals, charges, fees and services so that, among other things, Net Revenues ... in each Fiscal Year will be at least equal to 125 percent of the Annual Debt Service for each Fiscal year....”¹⁵ The GTAA calculates its debt service including a notional 30-year amortization of debt (even if the actual debt instruments do not require such annual amortization).

At the end of 2016, the GTAA recorded over \$6.2 billion in debt. Its debt rating is Aa3 (Moody’s)¹⁶.

The GTAA’s financial structure is similar to that proposed for UWSS as follows:

- The GTAA has a monopoly on its services at Toronto Pearson Airport, an essential service;
- Capital costs are recovered “in arrears” via depreciation and debt service; and
- Its revenue model includes a provision explicitly based on DSCR.

The GTAA’s financial structure also differs from that proposed for UWSS:

- The GTAA has a deficit of liabilities over assets of almost \$600 million, in contrast to the positive equity position of UWSS;
- The GTAA realizes a significant proportion of its revenues from what, for UWSS, would be non-rate revenue.

Hydro One Remote Communities Inc.

Hydro One Remote Communities Inc. (“HORCI”) is wholly owned by Hydro One, Ontario’s largest (and until recently 100% publicly owned) electrical transmission and distribution utility. HORCI’s business is serving remote

¹⁴ GTAA Management and Discussion and Analysis and Financial Statements, 2016

¹⁵ Ibid.

¹⁶ Moody’s, 2016

northern Ontario communities which are not grid-connected, using diesel generation to energize the local distribution system.

HORCI operates on a break-even basis, in that it is 100% debt-financed (and therefore has no equity). It recovers its costs from a combination of rate revenue and a ratepayer-supported subsidy program (the Rural or Remote Rate Protection program), according to OEB regulation.

HORCI's framework is similar to the proposed UWSS financial structure as follows:

- Incremental capital is 100% debt financed;
- Capital costs are recovered “in arrears” via depreciation and debt service; and
- HORCI operates to a defined revenue model which includes break-even as a parameter.

This framework also differs from the proposed UWSS financial structure:

- HORCI debt is guaranteed by Hydro One, which would be counter to the Municipalities' objectives if applied to UWSS; and
- HORCI, like Nav Canada and the GTAA, has negligible equity.

Summary

To summarize, the proposed UWSS financial structure applies several proven design features – including features of the current UWSS model – and adapts them to achieve the objectives set out in Section 3 given UWSS's specific circumstances.

Proposed Financial Structure – Is It Privatization?

The proposed financial structure is not a privatization option – in fact this structure is incompatible with privatization:

- The initial capitalization – assets and liabilities – calls for the Municipalities to convey UWSS-related assets to a UWSS incorporated entity in return for all the shares of UWSS. Ownership of UWSS would be entirely in the hands of the Municipalities. The Municipalities could at their option, advised by counsel, incorporate rules governing transfer of shares which would explicitly preclude ownership other than by the Municipalities; and
- The revenue model is incompatible with private investment. Under the proposed revenue model, UWSS would not realize a reliable income accruing to equity:
 - The viability of any privatization is based on the earning power accruing to the equity shareholders;
 - In years in which the “break-even test” prevails, net income is zero; and
 - In years in which the “DSCR test” prevails, incidental net income would result; however, the Municipalities could, with counsel's advice, specify that any such net income be contributed to capital reserves to be allocated only to future approved capital projects.

In summary, privatization is not viable under the proposed financial structure.

9. The UWSS-Municipal Agreement

The following table sets out some of the provisions for an agreement between UWSS and the Municipalities, through which the proposed financial structure may be implemented.

Please note that this section deals solely with provisions related to the financial structure; counsel may advise on other matters such as establishment, asset transfer, shareholding, liability, contracting (including the OCWA contract) and governance.

Item	High-Level Provision
Parties	<ul style="list-style-type: none"> • UWSS • The Municipalities
Effective date	<ul style="list-style-type: none"> • TBD 2018
Term	<ul style="list-style-type: none"> • Evergreen, unless terminated as agreed by the Parties
Termination	<ul style="list-style-type: none"> • As agreed by the parties • A provision would call for the Municipalities to assume UWSS liabilities upon termination, or if the provisions related to credit-worthiness are compromised
Scope	<ul style="list-style-type: none"> • Provision of bulk water • Quality levels – meet all Provincial requirements • Reliability of supply • Baseline volume year of and prior to Effective Date; UWSS and Municipalities to cooperate on volume projections
Served Area	<ul style="list-style-type: none"> • Defined for each of the Municipalities
Monopoly provider	<ul style="list-style-type: none"> • UWSS as exclusive provider of bulk water to the Served Area
Operating and capital budgeting	<ul style="list-style-type: none"> • Subject to Board approval
Recoverable costs	<ul style="list-style-type: none"> • Operations, maintenance and administration; including OCWA and other contracts • Depreciation expense • Interest cost • Bad debt expense • All according to approved budget
Revenue model	<ul style="list-style-type: none"> • Rates set such that UWSS will realize revenue which is at least the greater of: <ul style="list-style-type: none"> ○ That which enables UWSS to achieve zero net income; and ○ That which enables UWSS to achieve a Debt Service Coverage Ratio as agreed with UWSS’s lenders under applicable lending agreements [definition of DSCR to be included in the agreement]
Rates	<ul style="list-style-type: none"> • Required rate revenue divided by aggregate volume at end user meters • Non-uniform rates are acceptable provided that the required rate revenue is achieved
Essential commercial relationship	<ul style="list-style-type: none"> • UWSS; and • End-use metered water customers

Item	High-Level Provision
Municipalities agents of UWSS	<ul style="list-style-type: none"> • Municipal undertaking to act as agents of UWSS in billing and normal-course collection of UWSS water charges • UWSS charges to be separately identified in billing • Billing services to be facilitated by Municipalities • UWSS responsible for uncollectible accounts; Municipalities may back-charge • Other provisions as required to achieve appropriate agency treatment

This agreement, once executed, is the principal document on which UWSS will secure financing for new debt (and, potentially, assume responsibility for the Sun Life debt). As such, it will be difficult to change once debt has been raised on its strength.

10. Implementation

This section sets out the prospective implementation tasks and potential timing. The assumed target transition date to the recommended financial structure is January 1, 2019.

This preliminary implementation schedule assumes adoption of a corporate structure for UWSS, and the proposed financial model, circa year-end 2017.

This table addresses only matters related to the proposed financial structure; legal, operational and other matters are not addressed.

Task or Milestone	Preliminary Timing
Financial market sounding – gauging lender interest and most likely lenders; and gaining detailed insight into the required/available provisions of key agreements	<ul style="list-style-type: none"> Q1-Q2 2018
Discussion and agreement with Municipal auditors concerning commercial structure and GBE treatment; adjust commercial model if required	<ul style="list-style-type: none"> Q1-Q2 2018
Development of the agreement between UWSS and the Municipalities	<ul style="list-style-type: none"> Q1-Q2 2018
Development of a Master Trust Indenture, a document which will govern all new debt upon implementation. This will likely involve negotiations with key prospective lenders	<ul style="list-style-type: none"> Q2-Q3 2018
Exploration (and potentially negotiation) with Sun Life concerning transfer of obligation to UWSS	<ul style="list-style-type: none"> Q2-Q3 2018
Design and organization of new billing and other administrative measures required for new commercial structure	<ul style="list-style-type: none"> Q2 – Q4 2018
Decision on management of Windsor Family Credit Union funds – leave invested to maturity or redeem early (possibly with an interest penalty)	<ul style="list-style-type: none"> Q3 2018 or after
Updating of UWSS financial projections based on latest information (including volume outlook, investment, and debt requirements)	<ul style="list-style-type: none"> Q3 2018
Development and negotiation of lending agreements for initial new debt to be issued	<ul style="list-style-type: none"> Q3 2018
Execution of agreements: <ul style="list-style-type: none"> UWSS agreement with Municipalities Supporting service agreements between UWSS and Municipalities (as determined by final commercial structure) Master Trust Indenture Initial lending agreements (Possibly) agreement concerning existing Sun Life debt 	<ul style="list-style-type: none"> Q4 2018
Funds available – new debt	<ul style="list-style-type: none"> January 2019
Go-live for new commercial structure including billing and other administration	<ul style="list-style-type: none"> January 2019 or before
New revenue and rate model active	<ul style="list-style-type: none"> 2019 fiscal year

11. Summary

Summary of Conclusions

Union Water Supply System (“UWSS”) has operated as a bulk water supply utility owned on a “tenants in common” basis by the Towns of Leamington, Kingsville, Essex, and Lakeshore (the “Municipalities”) since a 2001 Transfer Order was issued by the Ontario Ministry of the Environment (now the Ministry of Environment and Climate Change). UWSS has no corporate existence; it cannot conduct business independent of the Municipalities. This structure gives rise to several financial challenges including:

- The inability to access grants and other types of funding available for water infrastructure from senior levels of government independent of the Municipalities;
- The inability to raise its own debt independent of the Municipalities;
- A revenue model which, absent additional Municipal debt, does not accommodate large-scale capital programs; and
- Attribution of UWSS debt to the Municipalities.

This Business Case addresses the financial challenges and proposes a new financial structure for UWSS. Legal analysis and other matters not discussed in this report are outside the scope of this Business Case. The Business Case is premised on the Municipalities establishing UWSS as a corporate entity.

In order for a new financial structure to be successful for UWSS and the Municipalities, UWSS must be credit-worthy on a stand-alone basis. Our analysis of potential credit-worthiness indicates that such stand-alone credit-worthiness is achievable for UWSS.

Also, in order for a new financial structure to be successful for UWSS and the Municipalities, UWSS and the Municipalities must achieve a commercial structure under which UWSS debt is properly accounted for as non-recourse to the Municipalities. Our accounting analysis indicates that this too is achievable.

The proposed commercial structure has the following features:

- The essential commercial relationship would be between UWSS and end-use water customers in the Municipalities (who receive UWSS bulk water);
- The Municipalities would act as agents of UWSS in facilitating this relationship;
- The Municipalities would provide billing services as agreed upon with UWSS;
- Volume and credit risk would be to UWSS’s account, not that of the Municipalities; and
- UWSS would, with the agreement of Municipal auditors, attract “Government Business Entity” (“GBE”) treatment and not be fully consolidated on the Municipal accounts.

The proposed financial structure has the following features:

- **Initial capitalization:** The Municipalities would convey the UWSS assets to an incorporated UWSS in return for shares in UWSS. UWSS is contemplating a share structure whereby each Municipality’s ownership will continue to be based on its consumption through the use of tracking shares. To preserve the existing UWSS ownership model under this structure, tracking shares can be incorporated into the corporate framework, and provide for each Municipality’s ownership interest to be equal to its percentage of total water consumption, adjusted every 4 years, much like the current framework;

-
- Approved capital expenditures would be funded by capital reserves, funds from operations and new (not the existing Sun Life) debt;
 - The UWSS revenue model would set rate revenue at the greater of:
 - That which results in zero net income – no loss – for UWSS according to Generally Accepted Accounting Principles; and
 - That which enables UWSS to meet the Debt Service Coverage Ratio (DSCR”) as agreed upon with UWSS’s lenders;
 - UWSS operations would continue as at present, or otherwise as determined by the UWSS Board; and
 - Both “source to tap” (integration of UWSS bulk water services with Municipal water distribution) and rate structures other than a uniform rate per unit volume are achievable under the proposed financial structure at the discretion of the Municipalities.

Financial analysis indicates that the proposed financial structure offers potential rate savings to Municipal ratepayers, compared to rates approved for 2017 and 2018 (adjusted for inflation). This financial analysis also indicates that UWSS financial metrics – in particular, those related to new debt – are projected to be robust over a 50-year projection period under the proposed financial structure.

Recommendations

This Business Case recommends that, if the Municipalities establish UWSS as a corporate entity, UWSS and the Municipalities:

- Adopt the proposed financial structure as set out in Sections 6 and 9;
- Adopt the proposed commercial structure as set out in Section 5; and
- Proceed to implementation as set out in Section 10.

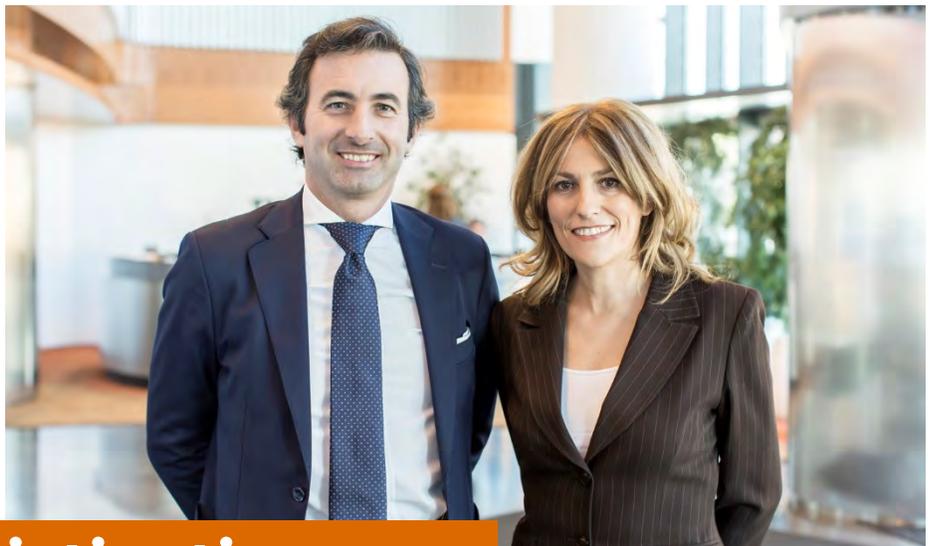
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We focus on four areas: assurance, tax, consulting and deals services. But we don't think off-the-shelf products and services are always the way to go. How we use our knowledge and experience depends on what you want to achieve.

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Union Water Supply System Restructuring Business Case

March 28, 2018



UNION WATER SUPPLY SYSTEM

Rodney R. Bouchard
UWSS Manager



UWSS Draft Mission/Vision Statement

The UWSS strives to provide safe, reliable and sustainable water supply that always exceeds applicable water quality standards to all current and future customers in a manner that is cost effective, environmentally friendly and fair among the municipal partners



What Works Well At UWSS?

- People think service is good
- Current Board members are forward thinking and collaborative
- Operational part works well (OCWA)
- Projects that can be revenue funded internally go forward well
- Good relationship with local municipalities
- Water supply is great

What Are the Main Issues?

- **Legal Status** – UWSS has no legal status; it is not a corporate body, municipal board or department.
- **Debt/Financing** – UWSS debt is carried by owner municipalities; UWSS cannot obtain financing on its own
- **Government Grants** – UWSS cannot apply or receive government grants directly; must be done through owner municipalities
- **Common Assets** – Who owns what? Specifically, in regards to common asset watermains.
- **Priorities** – Each municipality has its own priorities in regards to water and has no obligation to put UWSS interests before its own
- **Authority** – UWSS has very little authority/decision making power over its own operations.

Ownership and Corporate Structure Options

- Two things to consider if UWSS to be re-structured in any way:
 - Ownership of UWSS (who owns it) and
 - Corporate Structure (how is it governed)
- Ownership preferences should be addressed first
- Then can look at corporate structure and governance options

What is UWSSS?

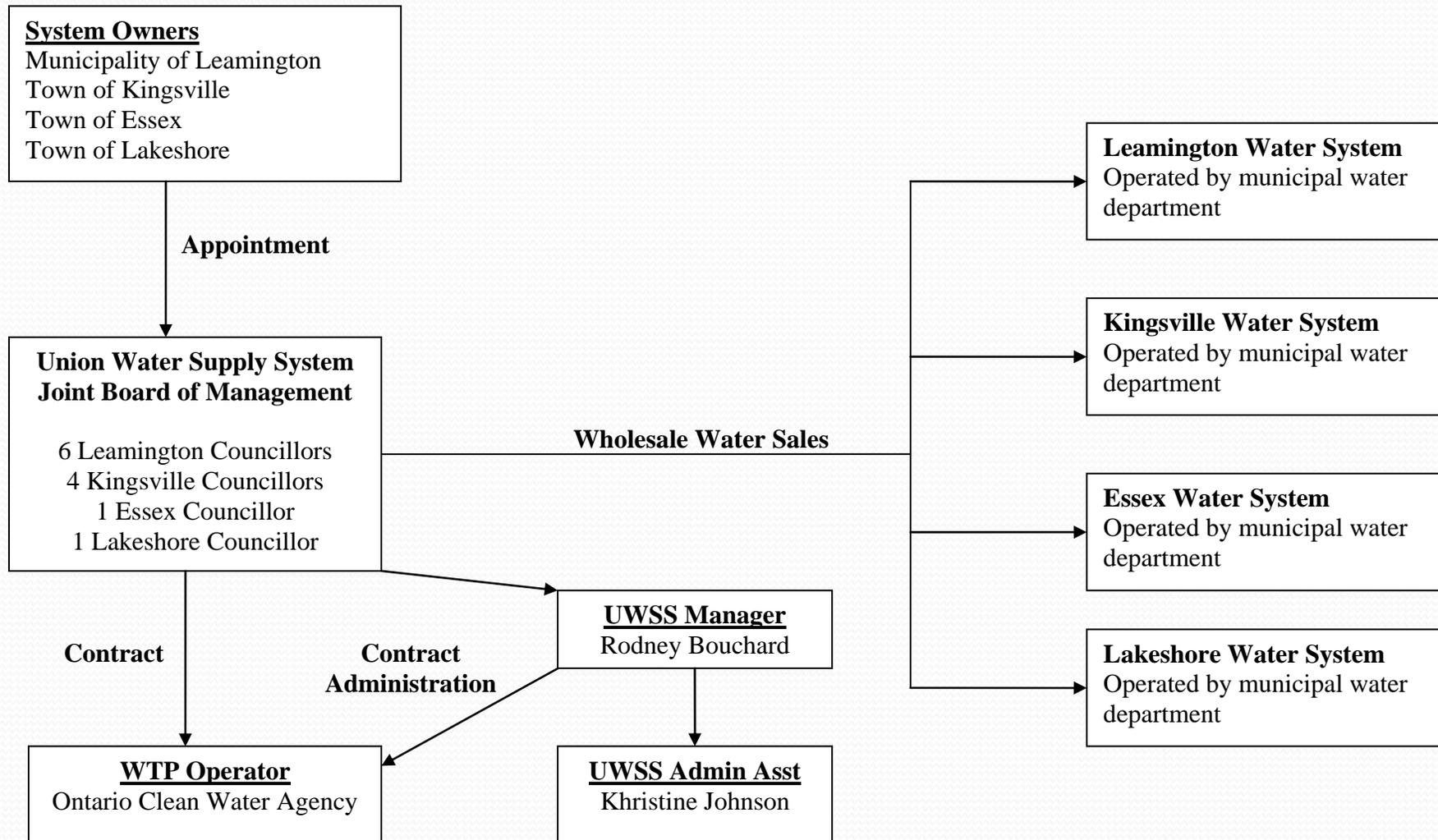
History

- The Union Water System (UWS) was commissioned in 1960 by the Ontario Water Resources Commission (OWRC)
- Original participants served by the UWS included the Town of Leamington, Town of Essex, Township of Maidstone, Township of Gosfield North, Township of Gosfield South, Township of Mersea and H.J Heinz in Leamington
- The Town of Kingsville and Township of Rochester joined the UWS around 1970
- In 1972 OWRC operations, including the UWS were absorbed into the newly created Ministry of Environment

History

- In 1993, ownership and operation of the UWS was transferred to the newly created Ontario Clean Water Agency (OCWA).
- The *Municipal Water and Sewer Transfer Act, 1997* required transfer of ownership of water and sewer systems from OCWA to municipalities;
- In 2001 the *Transfer Order for the Union Water Supply System* was completed and the Municipalities of Leamington, Kingsville, Lakeshore and Essex became the owners of the system.
- The 2001 Transfer Order stipulated the creation of a Joint Board of Management that would oversee the management of the UWSS on behalf of the 4 owner municipalities.
- OCWA was retained by the UWSS Joint Board of Management to operate the system on its behalf.

UWSS – Governance/Structure





UWSS - Ownership

- As per Transfer Order, the interests of the Municipalities in UWSS shall be as tenants-in-common
- Ownership of the common system is based on each municipality's proportional consumption of the total flows of the system;
- The ownership interests were last set January 1, 2017 as:
 - Leamington – 50.55%
 - Kingsville – 40.33%
 - Essex – 6.97%
 - Lakeshore – 3.15%.
- The ownership interest is to be updated every four years.



UWSS – Common Assets

- Low Lift Pumping Plant
- Ruthven Water Treatment Plant
- Cottam Reservoir and Booster Station
- 4 Elevated Water Towers
 - Albuna WT
 - Leamington WT
 - Kingsville WT
 - Essex WT
- Approximately 140km of “common” transmission watermains as per 2008 Agreement

UWSS Governance - Review History



- **2008-2009 Governance Review**

- Governance Experts (M. Kelleher, Dr. K. Furlong, Dr. K. Bakker) were retained to facilitate review of UWSS Governance
- Questionnaires were sent and interviews and workshops conducted with UWSS, Board members, and municipal administrative staff
- Results of governance review identified governance and structure issues (i.e. lack of authority, inability to directly obtain financing and grants, etc)
- Consensus on modifications to governance and structure not achieved. No changes were made



- **2012 Governance Review**

- Internal governance review undertaken by UWSS Manager
- Consultations conducted with water utilities, municipalities in various provinces and in US in regards to governance/structure models for drinking water serving
- Governance model/ structure alternatives evaluation conducted and presented to UWSS Board. Municipal Services Corporation (MSC) identified as best alternative.
- UWSS Board direction to undertake further review of MSC options, including financial viability

Evaluation of Ownership and Corporate Structure Options

Ownership Options

- **As Is** – 4 Municipalities as Tenants in Common
- **Municipal Owners + Preferred Customers** – 3 or less Municipalities as tenants in common with others as Preferred Customers
- **Single Municipality Ownership**– Pumping plant, treatment plant and Cottam PS owned by one Municipality (County ownership also considered)
- **Lake to Tap Option**– all one system; one entity responsible for water including treatment and distribution



Corporate Structure Options

- Local Joint Board of Management – *Current Structure*
- Municipal Service Board (MSB)
- Municipal Service Corporation (MSC)
- New “Wish List” Option – Special Legislation by Province

Municipal Services Board (MSB)

- Similar to local services board but in-line with Municipal Act, 2001 as amended
- Can own land
- Can issue debt – but reflected on municipal books
- Maintains financial clarity and reporting under Municipal Act
- Meetings must be public
- Can have mix of elected and non-elected Board members
- MSB is basically an “agency” of a municipality

Municipal Services Corporation (MSC)

- Section 203 of Municipal Act allows creation of Joint MSCs
- Must do a business case to justify creation of MSC
- Can be incorporated as share capital or non-share capital corporation
- For drinking water, MSC must be publicly owned
- MSCs have same investment authority as municipalities
- MSCs may borrow and secure it with corporate assets (revenue bonds)

MSC's (*continued*)

- Meetings not required to be public but can be
- Can have non-elected officials
- Shareholder Declaration(s) can be used to limit MSC's authority,
- Asset transfer policy is required from the Municipality(ies) prior to transfer of any assets to MSC
- MSC directors and officers deemed “members” for purposes of Municipal Conflict of Interest Act, EA Act, and MFIPPA



“Wish List” Option

Special Act of Provincial Legislation to create new entity that addresses existing issues;

- May not be much interest for this at provincial level since existing legislation (e.g. Section 203 of Municipal Act; O. Reg 599 – Municipal Services Corporations) can address most existing UWSS issues

How were Alternatives Considered?

Ownership Options

- As-Is
- Owner Municipalities + Preferred Customers
- Single Municipality Ownership
- Lake to Tap Option

Corporate Structure Options

- Joint Board (local board)
- Municipal Services Board (MSB)
- Municipal Services Corp. (MSC)
- “Wish List” – Special Legislation

Resulted in numerous Ownership/Corporate Structure Alternatives

Results of Alternatives Evaluation – Preferred Solution(s)

- A Joint Municipal Services Corporation (eg. UWSS, Inc.) of the 4 existing municipal owners with Lake to Tap option was identified as the preferred option through the alternatives evaluation.
- However, the Lake to Tap option would require that the UWSS take over local distribution services and possibly customer billing. This was not considered feasible at this time.
- Thus, the alternate preferred solution was identified as a Joint Municipal Services Corporation of the 4 existing municipal owners with only the existing “common assets” that are considered part of UWSS.

Legal and Financial Review



- **2014-2015 – Legal Review of Existing UWSS Governance**

- Legal team with expertise in corporate/business law and drinking water/ wastewater laws retained to undertake a review of existing UWSS Governance.
- UWSS Governance legal review report prepared and presented to UWSS Board in May 2015
- Report highlights indicate restructuring to MSC is possible and would benefit UWSS;
- UWSS Board resolution to investigate necessary processes required in regards to restructuring UWSS into a Municipal Services Corporation under Section 203 and O.Reg. 599/06 of the Municipal Act



- **2017-2018 – Financial and Legal Business Case for Restructuring**

- PricewaterhouseCoopers (“PwC”) retained to undertake a Financial review and Business Case for UWSS Restructuring into an MSC
- Willis Business Law retained to revise 2015 UWSS Legal Review Report and prepare Legal Business Case for UWSS Restructuring into an MSC
- Consultations undertaken with UWSS Board members, municipal administration and senior staff, OCWA, and other government entities
- Draft Financial and Legal Business Case presented to UWSS Board and shared with senior administrators at owner municipalities
- UWSS Board directs UWSS Manager to present restructuring business case with Councils of municipal owners.

UWSS Restructuring Business Case

Recommendations

- The Legal Review by Willis Business Law indicates that UWSS can readily be restructured into an MSC and recommends that an incorporated UWSS would provide substantial governance and legal benefit over the existing tenant in common ownership structure.
- The Financial Review and Business Case by PWC stipulates that a restructuring of UWSS into an incorporated entity would allow for substantial financial related benefits (i.e. self-financing, credit-worthiness, future capital planning and funding, etc.) that are currently not readily available to the current UWSS structure.
- The Legal and Financial reviews also indicate that the owner municipalities would also benefit from the restructure of UWSS into an incorporated entity (i.e. MSC), Example – new UWSS Inc. debt would not be registered on municipal ledgers thus no effect of new UWSS debt on municipal debt capacity



UWSS Ownership

- UWSS would be incorporated into a Municipal Services Corporation under O. Reg. 599/06 of the Municipal Act
- Shareholders would consist of existing municipalities; Municipality of Leamington, Town of Lakeshore, Town of Kingsville and Town of Essex
- Ownership shares/ percentage would be based on UWSS water consumption.
- Ownership shares would be reviewed every 4 years;
- UWSS existing assets would be transferred to UWSS, Inc. under an Asset Transfer Policy

Governance

- UWSS, Inc. would be governed by a Board of Directors
- Board of Directors will consist of municipal elected councillors from the 4 municipal shareholders
- Each shareholder will appoint 1 Board director as a shareholder member
- Each shareholder municipality will also appoint an additional director for each 10% of total UWSS water demand.
- Stipend could be provided to Board directors;

Governance

- Day to day operations of UWSS would be undertaken by UWSS executives/ officers appointed by the Board;
- Board meetings would be open to public
- UWSS, its Board directors and UWSS officers/ staff would be subject to MFIPPA and transparency requirements under the Municipal Act
- UWSS Board would retain the ability to set water rates subject to Board policies and Board approved agreement(s) with UWSS lenders.

Operations

- Water Treatment operations at Ruthven Plant would continue under a contract operations agreement. Currently this contract is with OCWA;
- Local distribution of treated water would be the responsibility of each municipality
- An agreement would be set out between UWSS Inc. and each municipality for repair of UWSS Inc. “transmission” watermains
- An agreement would be set out between UWSS Inc, OCWA and each municipality for distribution regulatory monitoring requirements

Admin/Finance Matter

- Financial administration for UWSS, Inc. would initially be under a formal agreement with Municipality of Leamington
- A direct relationship between UWSS Inc and end user customer would need to be established. However, customer billing would remain the responsibility of each municipality under formal agreements with the municipalities.
- Water Bills to customers would show portion of fees attributed to UWSS Inc.
- Under formal agreement, Municipalities would act as agents on behalf of UWSS. Liability for UWSS related services would remain with UWSS (i.e. uncollectible accounts).

Benefits of Restructuring

- An incorporated UWSS would be a legal entity and have the legal powers to procure, contract, buy property, etc.
- UWSS Inc. would constitute a municipally owned corporation; there is no privatization of the UWSS involved
- An incorporated UWSS would be able to apply for grant funding separately from the Municipalities – no “competition” between UWSS and Municipal priorities
- An incorporated UWSS would borrow on its own to finance Board-approved capital expenditures
- New UWSS Inc. debt would not be attributed to the Municipalities, and would not affect Municipal debt capacity

Benefits (cont'd)

- An incorporated UWSS that can borrow and incur debt would avoid “rate shock” that could occur with financing a large capital plan on rate revenue alone
- An incorporated UWSS would grant the UWSS Board with the authority needed to adequately plan and finance future capital upgrades, asset replacement, and growth.
- An incorporated UWSS would own its own assets, including transmission water main, and thus address current “common asset” watermain ownership issues.
- An incorporated UWSS would be liable for itself and thus provide better liability protection to municipal shareholders.



QUESTIONS?

**Council Summary Report
Credit Card Transactions
March 2018**

Cheque Number	Cheque Date	Vendor Name	Description	Account	Amount
64926	3/2/2018	TD Canada Trust - RM Visa	HR Downloads	01-112-099-60309	\$ 3,521.76
64926	3/2/2018	TD Canada Trust - RM Visa	Contract Negotiations	01-112-099-60319	\$ 315.12
64926	3/2/2018	TD Canada Trust - RM Visa	Contract Negotiations	01-112-099-60319	\$ 331.64
64926	3/2/2018	TD Canada Trust - RM Visa	Everbridge Reneal - Balance	01-114-099-60309	\$ 1,859.53
65112	3/20/2018	TD Canada Trust - RM Visa	Pavilion - Facility Mtce	01-171-155-60315	\$ 54.02
64926	3/2/2018	TD Canada Trust - RM Visa	Family Day	01-175-099-60628	\$ 37.30
64926	3/2/2018	TD Canada Trust - RM Visa	Family Day	01-175-099-60628	\$ 164.59
64926	3/2/2018	TD Canada Trust - RM Visa	Conference Reg - R Macke	02-201-098-60254	\$ 763.20
64926	3/2/2018	TD Canada Trust - RM Visa	Conference Reg - S Martinho	02-201-098-60254	\$ 763.20
64926	3/2/2018	TD Canada Trust - RM Visa	2018 Membership - Plancke	02-201-099-60320	\$ 260.46
65111	3/20/2018	TD Canada Trust - PVMW	OSUM Convention - Patterson	01-110-106-60253	\$ 417.39
65111	3/20/2018	TD Canada Trust - PVMW	OSUM Convention - Neufeld	01-110-107-60253	\$ 417.39
65111	3/20/2018	TD Canada Trust - PVMW	Roma Conference - PVMWest	01-112-098-60254	\$ 183.17
65111	3/20/2018	TD Canada Trust - PVMW	Roma Conference - Cancellation	01-112-098-60254	\$ (159.51)
65111	3/20/2018	TD Canada Trust - PVMW	Webinar	01-112-098-60254	\$ 192.81
65111	3/20/2018	TD Canada Trust - PVMW	Leam Chamber Membership	01-185-099-60320	\$ 135.08
65111	3/20/2018	TD Canada Trust - PVMW	Visitor Guide Ad	01-185-099-63103	\$ 1,729.92
65111	3/20/2018	TD Canada Trust - PVMW	Conf Expenses	01-185-099-63113	\$ 36.00
65084	3/13/2018	TD Canada Trust - NS Visa	Parking	01-110-100-60253	\$ 8.00
65084	3/13/2018	TD Canada Trust - NS Visa	Promotional Clothing	01-185-099-63103	\$ 420.83
Total Credit Card Transactions					\$11,451.90

**Town of Kingsville
 Council Summary Report**

Ranges: From: To:
 Vendor ID: First Last
 Vendor Name: First Last
 Cheque Date: 3/1/2018 3/31/2018
 Sorted By: Cheque Number

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
Total For Department				\$0.00
<u>000</u>				
0064953	3/13/2018	Allsop Plumbing	Backflow Testing - LCBO 01-000-006-13199	\$250.00
0064958	3/13/2018	Baird AE Inc	Eng Services - Union Ave Drain 01-000-023-14080	\$533.02
0064963	3/13/2018	Bondy, Riley, Koski	Site Plan Reg SPA/16/17 01-000-020-22252	\$319.93
0064994	3/13/2018	Essex Free Press	Tax Sale Ad 01-000-030-21307	\$853.65
0065004	3/13/2018	Scott Fortuna	Deposit Refund - 987 Porrone 01-000-000-21410	\$1,000.00
0065008	3/13/2018	Goodwill Industries	2017 Final Charity Rebate 01-000-031-21418	\$1,042.37
0065010	3/13/2018	Greater Essex County District S	2017 Final Charity Rebate 01-000-031-21418	\$2,550.73
0065016	3/13/2018	I.B.E.W. #636	Payroll Remittance 01-000-000-21006	\$1,082.07
0065016	3/13/2018	I.B.E.W. #636	Remittance 01-000-000-21006	\$608.21
0065043	3/13/2018	Minister of Finance (Misc)	Tax Sale Ad 01-000-030-21307	\$169.50
0065049	3/13/2018	N.J. Peralta Engineering Ltd.	Kunch Drain 01-000-023-14080	\$8,273.08
0065049	3/13/2018	N.J. Peralta Engineering Ltd.	McDonald Drain 01-000-023-14080	\$4,543.58
0065049	3/13/2018	N.J. Peralta Engineering Ltd.	Eng Services - Spinks 01-000-023-14080	\$6,599.13
0065053	3/13/2018	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$1,959.35
0065075	3/13/2018	Shilson Excavation & Trucking I	Thurston/Upcott Drain 01-000-023-14080	\$1,579.82
0065077	3/13/2018	Sims Publications Incorporated	Tax Sale Ad - Week #2 01-000-030-21307	\$266.96
0065079	3/13/2018	Southpoint Sun	Ads for February 01-000-030-21307	\$332.56
0065079	3/13/2018	Southpoint Sun	Ads for February 01-000-030-21307	\$332.56
0065082	3/13/2018	Stantec Consulting Ltd.	JM Hydroponics -Design Service 01-000-006-13199	\$4,199.04
0065104	3/13/2018	Workplace Safety & Insurance	2017 Reconciliation 01-000-027-20030	\$71.64

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065119	3/27/2018	Arbor Tree Care	Property Standards-86 Pearl St 01-000-006-13199	\$300.00
0065156	3/27/2018	Grossi Construction	Deposit Refund-2100 Road 4E 01-000-000-21410	\$1,000.00
0065156	3/27/2018	Grossi Construction	Deposit Refund - 2100 Rd 4E 01-000-000-21410	\$1,000.00
0065164	3/27/2018	Kingsville Gosfield Heritage	3 Book Sets 01-000-030-21376	\$105.00
0065172	3/27/2018	Mastron Enterprise Ltd	Deposit Refund - 2100 Rd 4E 01-000-000-21410	\$1,000.00
0065179	3/27/2018	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$66.57
0065187	3/27/2018	Rood Engineering Inc.	Ruscom River Drain 01-000-023-14080	\$4,406.20

Total For Department 000 \$44,444.97

110

0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-110-099-60327	\$50.88
0065055	3/13/2018	Ontario Association of Police Se	2018 Spring Conf Registration 01-110-106-60253	\$534.24

Total For Department 110 \$585.12

112

0064927	3/8/2018	Arts Society of Kingsville	2018 Grant 01-112-200-60390	\$2,500.00
0064928	3/8/2018	Artisan Alley	2018 Grant 01-112-200-60390	\$5,000.00
0064929	3/8/2018	Cedar Island Yacht Club	2018 Grant 01-112-200-60390	\$10,000.00
0064931	3/8/2018	Erie North Shore Minor Hockey	2018 Grant 01-112-200-60390	\$4,500.00
0064932	3/8/2018	Jack Miner Migratory Bird Founc	2018 Grant 01-112-200-60390	\$9,000.00
0064933	3/8/2018	Kingsville Lions Club	2018 Grant 01-112-200-60390	\$6,450.00
0064934	3/8/2018	Kingsville District High School	2018 Grant 01-112-200-60390	\$3,000.00
0064935	3/8/2018	Kingsville Gosfield Heritage	2018 Grant 01-112-200-60390	\$2,000.00
0064936	3/8/2018	Kingsville Horticultural Society	2018 Grant 01-112-200-60390	\$7,000.00
0064937	3/8/2018	Kingsville Historical Park	2018 Grant 01-112-200-60390	\$10,000.00
0064938	3/8/2018	Kingsville Essex Associated Bar	2018 Grant 01-112-200-60390	\$8,000.00
0064939	3/8/2018	Little Tomato Children's Theatre	2018 Grant 01-112-200-60390	\$2,000.00
0064940	3/8/2018	Migration Hall	2018 Grant 01-112-200-60390	\$8,500.00

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064941	3/8/2018	Migrant Worker Community Pro	2018 Grant 01-112-200-60390	\$1,000.00
0064944	3/8/2018	Rotary Club of Cottam	2018 Grant 01-112-200-60390	\$2,500.00
0064945	3/8/2018	Sun Parlour Folk Music Society	2018 Grant 01-112-200-60390	\$20,000.00
0064946	3/8/2018	Telus Mobility	Mobile Services 01-112-099-60327	\$2,065.80
0064948	3/13/2018	1797465 Ontario Limited	Bio Filter Maintenance 01-112-099-60315	\$305.28
0064968	3/13/2018	Canada Post Corporation	Tax Arrears 01-112-099-60303	\$630.83
0064973	3/13/2018	Compugen Inc.	Town Hall - Copier Usage 01-112-099-60311	\$616.75
0064973	3/13/2018	Compugen Inc.	CAO copier 01-112-099-60311	\$0.86
0064973	3/13/2018	Compugen Inc.	CAO Copier 01-112-099-60311	\$0.04
0064974	3/13/2018	Corp. of the County of Essex	911 Costs - Jan 1 to Jun 30/18 01-112-200-60354	\$5,918.12
0064978	3/13/2018	Culligan Water	Water Cooler - Lunchroom 01-112-099-60311	\$28.44
0064993	3/13/2018	ESC Corporate Services Ltd	Bylaw Paper 01-112-099-60301	\$102.87
0064993	3/13/2018	ESC Corporate Services Ltd	Minute Book Paper 01-112-099-60301	\$41.37
0064994	3/13/2018	Essex Free Press	Tax Due Dates 01-112-099-60306	\$303.45
0065006	3/13/2018	G&K Services Canada Inc	Mats - Town Hall 01-112-099-60315	\$65.54
0065006	3/13/2018	G&K Services Canada Inc	Mats - Town Hall 01-112-099-60315	\$72.11
0065012	3/13/2018	Nathan Hamilton	Police Clearance / Abstract 01-112-099-60317	\$37.00
0065019	3/13/2018	Jeffrey J. Hewitt, Lawyer	Expropriation 01-112-099-60319	\$9,088.75
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-112-099-60327	\$101.76
0065035	* 3/13/2018	Linda Lyman	March 1/18 - Collins/White 01-112-072-60129	\$175.00
0065038	3/13/2018	Marianne Love Consulting Servi	Pay Equity Review 01-112-360-71721	\$2,157.39
0065041	3/13/2018	McTague Law Firm	Professional Services 01-112-099-60319	\$5,011.17
0065042	3/13/2018	Merchant Paper Company	Town Hall - Supplies 01-112-099-60315	\$454.67
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-112-099-60301	\$842.61
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-112-099-60317	\$3.09
0065048	3/13/2018	Neopost Canada Ltd	Postage Machine Lease 01-112-099-60311	\$888.10
0065051	3/13/2018	Office Solutions Inc	Admin - Facility Mtce 01-112-099-60315	\$131.27
0065053	3/13/2018	HYDRO ONE	2021 Division Admin J#027150 01-112-099-60314	\$2,371.99
0065061	3/13/2018	Pearsall Marshall Halliwell & S	Land Matter Review 01-112-099-60319	\$391.78

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065069	3/13/2018	Ricci, Enns, Rollier & Settingr	FTA - Parking 01-112-099-60319	\$2,183.00
0065070	3/13/2018	Rona Inc	Admin - Facility Mtce 01-112-099-60315	\$13.93
0065076	3/13/2018	Shred-It International ULC	Records Destruction 01-112-099-60317	\$89.68
0065079	3/13/2018	Southpoint Sun	Ads for February 01-112-360-71718	\$454.87
0065079	3/13/2018	Southpoint Sun	Ads for February 01-112-099-60306	\$186.22
0065079	3/13/2018	Southpoint Sun	Ads for February 01-112-099-60306	\$186.22
0065090	3/13/2018	Tri-County Copiers Plus	Printing Costs 01-112-099-60311	\$110.84
0065093	3/13/2018	Vernon's Tap & Grill	Manager's Webinar #1 01-112-098-60258	\$145.52
0065098	3/13/2018	Watson & Associates Economis	DC Study - Final Bill 01-112-360-71718	\$2,037.74
0065100	3/13/2018	The Windsor Star	Job Posting Ad 01-112-099-60306	\$1,233.98
0065106	3/20/2018	Bell Canada	2021 Division Rd N 01-112-099-60327	\$559.68
0065106	3/20/2018	Bell Canada	2021 Division Rd N (long dist) 01-112-099-60327	\$613.34
0065113	3/20/2018	Union Gas Limited	2021 Division Rd N - Town Hall 01-112-099-60314	\$578.17
0065115	3/20/2018	Minister of Finance (Marriage)	Marriage Licences 01-112-099-60345	\$1,200.00
0065118	3/27/2018	AMCTO	Job Posting 01-112-099-60306	\$518.98
0065121	3/27/2018	Jennifer Astrologo	Elections Workshop 01-112-098-60254	\$187.22
0065122	3/27/2018	ATM Pharmacies Ltd	Rent - Unit 10, 59 Main St E 01-112-099-60376	\$1,664.08
0065130	3/27/2018	Canada Municipal Jobs Inc.	Job Posting 01-112-099-60306	\$142.46
0065133	3/27/2018	Compugen Inc.	Treasury Copies 01-112-099-60311	\$701.14
0065133	3/27/2018	Compugen Inc.	CAO Copies 01-112-099-60311	\$1.08
0065139	3/27/2018	D.H.Kingsville Investments Inc	Medical Centre Rent 01-112-099-60366	\$3,013.68
0065144	3/27/2018	Essex Free Press	2018 Election - Ad 01-112-099-60325	\$242.76
0065150	3/27/2018	G&K Services Canada Inc	Town Hall - Mats 01-112-099-60315	\$72.11
0065151	3/27/2018	Global Leasing	Folder/Inserter 01-112-099-60311	\$887.84
0065153	3/27/2018	Gosfield North Sportsmen Asso	2017 Pheasant Licenses Sold 01-112-064-41110	\$1,533.63
0065173	3/27/2018	McTague Law Firm	Professional Services 01-112-099-60319	\$4,431.64
0065174	3/27/2018	Merchant Paper Company	Admin - Supplies 01-112-099-60315	\$415.34
0065176	3/27/2018	Municipal World Inc.	2018 Subscription 01-112-099-60320	\$54.91
0065180	3/27/2018	Ontario Municipal Water Assoc	Job Posting 01-112-099-60306	\$203.52

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065181	3/27/2018	Pearsall Marshall Halliwell & Se.	Fees to Remove Tax Arrears 01-112-099-60319	\$361.81
0065183	3/27/2018	Purolator Courier Service	Courier Fees 01-112-099-60305	\$20.43
0065185	3/27/2018	R. Moir Cleaning Service	Cleaning - Town Hall 01-112-099-60341	\$2,442.24
0065189	3/27/2018	Sims Publications Incorporated	Nomination for Office Ad 01-112-099-60325	\$211.56
0065193	3/27/2018	Thomson Reuters Canada	Online Charges 01-112-099-60320	\$118.68

Total For Department 112 \$160,074.34

114

0064955	3/13/2018	Applied Computer Solutions Inc	Kaspersky Antivirus Mtce 01-114-099-60309	\$671.62
0064955	3/13/2018	Applied Computer Solutions Inc	Service Work 01-114-099-60310	\$381.60
0064970	3/13/2018	CDW Canada	Fire Dept - Toughbooks 01-114-360-71815	\$5,307.76
0064983	3/13/2018	Dell Canada Inc	Video Adapter for Laptop 01-114-360-71804	\$83.43
0065015	3/13/2018	Tony Iacobelli	Mileage 01-114-099-60400	\$67.36
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-114-099-60327	\$101.76
0065078	3/13/2018	SOTI Inc	Mobile Device Mgmt Sol'n 01-114-360-71813	\$14,735.86
0065158	3/27/2018	Tony Iacobelli	Portable Hard Drives 01-114-099-60302	\$102.20
0065158	3/27/2018	Tony Iacobelli	Portable Hard Drives 01-114-360-71804	\$102.20
0065183	3/27/2018	Purolator Courier Service	Courier Fees 01-114-099-60302	\$106.89

Total For Department 114 \$21,660.68

120

0065079	3/13/2018	Southpoint Sun	Ads for February 01-120-280-60137	\$213.70
0065199	3/27/2018	Windsor Essex County Humane	Stray Cats - February 01-120-280-60125	\$75.00

Total For Department 120 \$288.70

121

0064951	3/13/2018	A.J. Stone Company Ltd.	Firefighter supplies 01-121-100-60705	\$248.23
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**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064962	3/13/2018	Laurie Bilokraly	OFCAAA Meeting 01-121-099-60317	\$15.59
0064980	3/13/2018	Jeff Dean	Fire Service Law (50%) 01-121-098-60254	\$497.50
0064981	3/13/2018	Amanda Dean	Phone Cases and Clips 01-121-099-60327	\$273.31
0064982	3/13/2018	DeLage Landen	Fire - Copier - April 2018 01-121-099-60311	\$137.83
0064988	3/13/2018	Economy Rental Centre	Carbide Chainsaw 01-121-099-60316	\$361.25
0064989	3/13/2018	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$238.84
0064999	3/13/2018	Fireservice Management Ltd.	Contract Wash - Suit 01-121-099-60316	\$115.86
0064999	3/13/2018	Fireservice Management Ltd.	Contract Wash - Suit 01-121-099-60316	\$85.21
0065000	3/13/2018	Fisher's Regalia & Uniform Ac	2018 Recognition Service Pin 01-121-072-60216	\$30.58
0065006	3/13/2018	G&K Services Canada Inc	Mats - Fire 01-121-099-60315	\$41.72
0065006	3/13/2018	G&K Services Canada Inc	Mats - Fire 01-121-099-60315	\$47.93
0065009	3/13/2018	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$183.26
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-121-099-60327	\$152.64
0065024	3/13/2018	Kingsville Home Hardware	Smoke Alarm Kits/Facility Mtce 01-121-099-60711	\$24.71
0065024	3/13/2018	Kingsville Home Hardware	Smoke Alarm Kits/Facility Mtce 01-121-099-60315	\$29.77
0065030	3/13/2018	Laser Art Inc.	Engraved Tags 01-121-099-60315	\$7.63
0065030	3/13/2018	Laser Art Inc.	Name Plates 01-121-099-60315	\$15.26
0065040	3/13/2018	Jeremy McHardy	Ice Rescue Course Meals 01-121-072-60118	\$66.00
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-121-099-60301	\$205.14
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-121-099-60317	\$43.82
0065046	3/13/2018	Scott Moore	OMFPOA Meeting - Host 01-121-072-60118	\$31.97
0065050	3/13/2018	Novack's Uniform Solutions	Fire - Uniforms 01-121-072-60216	\$262.73
0065050	3/13/2018	Novack's Uniform Solutions	Fire - Uniforms 01-121-072-60216	\$96.98
0065050	3/13/2018	Novack's Uniform Solutions	Fire - Uniforms 01-121-072-60216	\$69.46
0065060	3/13/2018	Chuck Parsons	Officer Development 01-121-072-60118	\$187.39
0065060	3/13/2018	Chuck Parsons	Bell Crown Dress Uniform Hats 01-121-072-60216	\$333.33
0065065	3/13/2018	Purolator Courier Service	Courier Fees 01-121-099-60305	\$3.99
0065067	3/13/2018	Receiver General for Canada	Fire - Radio Renewal 01-121-099-60327	\$3,180.00
0065073	3/13/2018	Sentry Fire & Safety Services	Annual Inspection (North Stn) 01-121-099-60316	\$445.85

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065073	3/13/2018	Sentry Fire & Safety Services	Fire - Equipment Repair 01-121-099-60316	\$139.07
0065073	3/13/2018	Sentry Fire & Safety Services	Annual Inspection (South Stn) 01-121-099-60316	\$458.09
0065074	3/13/2018	Dorothy Shepley (fire)	Janitorial - February 01-121-099-60341	\$333.33
0065085	3/13/2018	Thames Communications Ltd.	Portable Radio Batteries 01-121-099-60702	\$572.45
0065089	3/13/2018	Town of LaSalle	2017 Dispatching Adjustment 01-121-100-60715	\$680.00
0065091	3/13/2018	Troy Life & Fire Safety Ltd.	Fire - Gas Detection repair 01-121-099-60315	\$908.21
0065095	3/13/2018	Chris Voakes	Ice Rescue Course Meals 01-121-072-60118	\$36.46
0065101	3/13/2018	Windsor Factory Supply	Vulcan Batteries 01-121-099-60316	\$103.43
0065105	3/13/2018	Work Authority	Boots - Stewart/Vermeulen 01-121-072-60216	\$172.97
0065113	3/20/2018	Union Gas Limited	120 Fox St 01-121-099-60314	\$559.38
0065117	3/27/2018	Allstream Business Inc	Fire Emerg Calls 01-121-099-60327	\$41.75
0065123	3/27/2018	B&T Waechter Holdings Ltd (Cc	Sleeping Bags/Equip Repair 01-121-099-60756	\$250.31
0065123	3/27/2018	B&T Waechter Holdings Ltd (Cc	Sleeping Bags/Equip Repair 01-121-099-60316	\$6.10
0065124	3/27/2018	Laurie Bilokraly	Scrapbook 01-121-099-60301	\$4.07
0065136	3/27/2018	Coxon's Sales and Rentals Ltd	Fire - Container Lease 01-121-099-60311	\$101.76
0065146	3/27/2018	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$218.99
0065147	3/27/2018	Flower Fashions	Flower Arrangement - Dawson 01-121-099-60317	\$76.32
0065150	3/27/2018	G&K Services Canada Inc	Fire - Mats 01-121-099-60315	\$58.21
0065150	3/27/2018	G&K Services Canada Inc	Fire - Mats 01-121-099-60315	\$47.93
0065178	3/27/2018	Novack's Uniform Solutions	Fire - Uniforms 01-121-072-60216	\$134.59
0065179	3/27/2018	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$604.77
0065182	3/27/2018	Public Safety Services	Fire - Headsets 01-121-099-60702	\$99.72
0065183	3/27/2018	Purolator Courier Service	Courier Fee 01-121-099-60305	\$5.85
0065191	3/27/2018	Thames Communications Ltd.	Pager Batteries & Clips 01-121-099-60316	\$331.74
0065194	3/27/2018	Truax Lumber	Fire - Facility Mtce 01-121-099-60315	\$30.52
0065195	3/27/2018	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$597.61
0065206	3/27/2018	Xerox Canada Ltd.	Fire - Copier Lease 01-121-099-60311	\$34.57

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 121				\$14,041.98
<u>122</u>	-			
0064949	3/13/2018	ABSOLUTE CANADIAN	Cook and Cold Yearly Rental 01-122-099-60317	\$88.48
0064949	3/13/2018	ABSOLUTE CANADIAN	OPP - Water 01-122-099-60317	\$22.35
0064989	3/13/2018	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$656.69
0065006	3/13/2018	G&K Services Canada Inc	Mats - OPP 01-122-099-60315	\$65.10
0065006	3/13/2018	G&K Services Canada Inc	Mats - OPP 01-122-099-60315	\$71.59
0065009	3/13/2018	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$121.88
0065025	3/13/2018	Kingsville Community Policing C	2018 Allotment 01-122-099-60343	\$5,000.00
0065055	3/13/2018	Ontario Association of Police Se	2018 Spring Conf Registration 01-122-098-60253	\$1,068.48
0065068	3/13/2018	Ricoh Canada	OPP - Copier 01-122-099-60311	\$322.24
0065088	3/13/2018	Town of Kingsville (water)	41 Division St S 01-122-099-60314	\$149.32
0065099	3/13/2018	Warkentin Plumbing	OPP - Facility Mtce 01-122-099-60315	\$1,014.55
0065110	3/20/2018	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0065150	3/27/2018	G&K Services Canada Inc	OPP - Mats 01-122-099-60315	\$71.59
0065159	3/27/2018	John and Michelle Ivanisko	Cottam OPP Lease 01-122-260-60342	\$540.31
0065174	3/27/2018	Merchant Paper Company	OPP - Supplies 01-122-099-60315	\$33.83
0065175	3/27/2018	Minister of Finance (OPP)	OPP Contract - March 01-122-072-60120	\$253,599.00
0065185	3/27/2018	R. Moir Cleaning Service	Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0065185	3/27/2018	R. Moir Cleaning Service	Cleaning - Kingsville OPP 01-122-099-60341	\$1,424.64
0065195	3/27/2018	Union Gas Limited	41 Division St S 01-122-099-60314	\$396.54
Total For Department 122				\$264,887.72
<u>124</u>	-			
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-124-099-60327	\$50.88
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-124-099-60327	\$96.04
0065039	3/13/2018	MC Business Solutions Ltd	11 Bldg Dept - Copies 01-124-099-60301	\$145.10

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-124-099-60301	\$21.02
0065071	3/13/2018	Sam's Service Facility	15-03 Service 01-124-099-60316	\$76.32
0065081	3/13/2018	Speedprint Inc.	Inspection Reports 01-124-099-60301	\$229.57
Total For Department			124	\$618.93
<u>130</u>	-			
0064950	3/13/2018	AGO Industries Inc.	Logo Transfers 01-130-072-60216	\$152.64
0064950	3/13/2018	AGO Industries Inc.	Q1 - PW Clothing 01-130-072-60216	\$1,242.32
0064971	3/13/2018	Cedar Signs	School Crossing Signs 01-130-132-60428	\$151.09
0064972	3/13/2018	Cervus Equipment	16-01 Sweeper Service 01-130-110-60422	\$615.90
0064976	3/13/2018	County Wide Tree Service	Tree Removal - Road 5 01-130-099-60426	\$325.63
0064976	3/13/2018	County Wide Tree Service	Remove Blockage - Mill Creek 01-130-099-60426	\$1,139.71
0064977	3/13/2018	Coxon's Towing Service	Pull Snowplow out of ditch 01-130-122-60420	\$636.00
0064985	3/13/2018	DiMenna Excavating	Downtown Snow Clean Up 01-130-122-60421	\$407.04
0064986	3/13/2018	D&T Auto	12-01 Nozzles 01-130-099-60316	\$43.60
0064986	3/13/2018	D&T Auto	Western Plow - Plow Shoes 01-130-122-60420	\$137.94
0064986	3/13/2018	D&T Auto	17-02 Plow Shoes 01-130-122-60420	\$68.97
0064989	3/13/2018	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$85.52
0064989	3/13/2018	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$70.49
0064989	3/13/2018	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$165.85
0064989	3/13/2018	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$6,845.61
0064989	3/13/2018	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$128.78
0064989	3/13/2018	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$165.85
0064989	3/13/2018	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$28.59
0064989	3/13/2018	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,440.12
0064992	3/13/2018	Erie Sand & Gravel Limited	Sand for Gravel Roads 01-130-138-60432	\$554.54
0064995	3/13/2018	Essex Region Conservation Aut	ERCA Large Stock Tree 01-130-099-60425	\$2,129.33
0064998	3/13/2018	Fastenal Canada	Oil Drum Cover for Shop 01-130-099-60335	\$78.66

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065003	3/13/2018	Fluid Basics Inc	Fix Sensors on Kioti 01-130-122-60421	\$2,605.08
0065018	3/13/2018	Jeff Shepley Excavating Ltd.	Trucking Bulk Road Salt 01-130-122-60420	\$2,249.99
0065020	3/13/2018	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$5,207.34
0065020	3/13/2018	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$5,194.32
0065020	3/13/2018	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$5,225.09
0065020	3/13/2018	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$10,604.94
0065020	3/13/2018	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$5,768.11
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-130-099-60327	\$152.64
0065022	3/13/2018	Kelcom (Eugenie)	Phone Cases 01-130-099-60327	\$224.10
0065023	3/13/2018	Kelcom Radio Division	AVL & Radios for Fleet 01-130-099-60460	\$1,440.92
0065024	3/13/2018	Kingsville Home Hardware	Cut Off Wheels 01-130-099-60335	\$9.07
0065024	3/13/2018	Kingsville Home Hardware	Safety Gloves 01-130-099-60347	\$10.82
0065024	3/13/2018	Kingsville Home Hardware	Toilet Repair 01-130-099-60315	\$8.13
0065024	3/13/2018	Kingsville Home Hardware	Straight Shovel - Cemetery 01-130-099-60357	\$13.22
0065024	3/13/2018	Kingsville Home Hardware	Fix Downtown Planters 01-130-099-60455	\$25.32
0065024	3/13/2018	Kingsville Home Hardware	Hitch Pin for Truck 01-130-099-60357	\$4.07
0065031	3/13/2018	Leamington Int. Trucks	17-04 Lights 01-130-099-60316	\$20.39
0065031	3/13/2018	Leamington Int. Trucks	17-04 Lights 01-130-099-60316	\$22.59
0065031	3/13/2018	Leamington Int. Trucks	Hydraulic Oil 01-130-099-60335	\$498.28
0065031	3/13/2018	Leamington Int. Trucks	Oil for Trucks 01-130-099-60335	\$878.39
0065031	3/13/2018	Leamington Int. Trucks	12-03 Repair Seal Leak 01-130-099-60316	\$833.22
0065033	3/13/2018	Linde Canada Limited 15687	Argoshield/Oxygen 01-130-099-60340	\$146.52
0065033	3/13/2018	Linde Canada Limited 15687	Rental Charges 01-130-099-60315	\$90.53
0065033	3/13/2018	Linde Canada Limited 15687	Agroshield 01-130-099-60340	\$107.81
0065036	3/13/2018	Shaun Martinho	PW - Staff Meeting 01-130-098-60254	\$29.82
0065037	3/13/2018	Mark's Commercial	Boots - E Marques 01-130-072-60216	\$192.32
0065037	3/13/2018	Mark's Commercial	Boots - W Bailey 01-130-072-60216	\$202.38
0065037	3/13/2018	Mark's Commercial	Boots - D Cavers 01-130-072-60216	\$187.74
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-130-099-60301	\$6.52

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065049	3/13/2018	N.J. Peralta Engineering Ltd.	Bridge #030 - Road 5W 01-130-360-71746	\$3,983.90
0065049	3/13/2018	N.J. Peralta Engineering Ltd.	Bridge #014 - Road 10 01-130-360-71745	\$10,969.72
0065053	3/13/2018	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$47.77
0065053	3/13/2018	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.26
0065053	3/13/2018	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.26
0065053	3/13/2018	HYDRO ONE	Streetlight - Mucci Dr 01-130-114-60412	\$24.04
0065053	3/13/2018	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$30.62
0065066	3/13/2018	Queens Auto Supply	05-02 Pulley 01-130-099-60316	\$49.55
0065066	3/13/2018	Queens Auto Supply	05-02 Pulley 01-130-099-60316	\$28.53
0065066	3/13/2018	Queens Auto Supply	Wiper Blades 01-130-099-60316	\$48.60
0065066	3/13/2018	Queens Auto Supply	05-02 Lights 01-130-099-60316	\$59.92
0065066	3/13/2018	Queens Auto Supply	05-02 Pulley 01-130-099-60316	\$28.53
0065066	3/13/2018	Queens Auto Supply	Shop Towels 01-130-099-60335	\$96.18
0065066	3/13/2018	Queens Auto Supply	Trackless - Trans fluid 01-130-099-60316	\$184.35
0065066	3/13/2018	Queens Auto Supply	Absorbent for shop 01-130-099-60335	\$66.35
0065066	3/13/2018	Queens Auto Supply	15-03 01-130-099-60316	\$9.34
0065066	3/13/2018	Queens Auto Supply	13-03 / 05-02 Connectors 01-130-099-60316	\$15.99
0065066	3/13/2018	Queens Auto Supply	13-03 Connector 01-130-099-60316	\$4.72
0065066	3/13/2018	Queens Auto Supply	Def fluid Shop Supply 01-130-099-60335	\$85.78
0065066	3/13/2018	Queens Auto Supply	05-03 Belt 01-130-099-60316	\$17.01
0065066	3/13/2018	Queens Auto Supply	05-02 Back up Alarm 01-130-099-60316	\$75.65
0065066	3/13/2018	Queens Auto Supply	Case of Washer Fluid 01-130-099-60335	\$82.06
0065066	3/13/2018	Queens Auto Supply	Oil Seal 01-130-099-60316	\$37.51
0065066	3/13/2018	Queens Auto Supply	Sockets for Shop 01-130-099-60357	\$13.08
0065066	3/13/2018	Queens Auto Supply	Trackless - Oil Seal 01-130-099-60316	\$31.20
0065066	3/13/2018	Queens Auto Supply	Shop Towels 01-130-099-60335	\$96.18
0065066	3/13/2018	Queens Auto Supply	Nozzle for Welder 01-130-099-60335	\$34.23
0065066	3/13/2018	Queens Auto Supply	Tip for Welder 01-130-099-60357	\$0.06
0065066	3/13/2018	Queens Auto Supply	14-02 Lights 01-130-099-60316	\$60.68

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065066	3/13/2018	Queens Auto Supply	05-03 connector 01-130-099-60316	\$14.92
0065066	3/13/2018	Queens Auto Supply	10-03 Batteries for Backhoe 01-130-099-60316	\$322.48
0065066	3/13/2018	Queens Auto Supply	Bulk exhaust fluid for shop 01-130-099-60335	\$85.78
0065066	3/13/2018	Queens Auto Supply	Grease for truck 01-130-099-60316	\$85.19
0065066	3/13/2018	Queens Auto Supply	Torch for Shop 01-130-099-60335	\$291.02
0065066	3/13/2018	Queens Auto Supply	Regulator for Mig Welder 01-130-099-60335	\$150.59
0065066	3/13/2018	Queens Auto Supply	Soap for Power Washer 01-130-099-60335	\$151.31
0065071	3/13/2018	Sam's Service Facility	01-03 Safety Cylinder 01-130-099-60316	\$2,858.80
0065071	3/13/2018	Sam's Service Facility	11-03 Service/Tires/Brakes 01-130-099-60316	\$5,765.53
0065072	3/13/2018	Security One Alarm Systems	Monitoring 03/01/18 - 05/31/18 01-130-099-60452	\$45.76
0065082	3/13/2018	Stantec Consulting Ltd.	Park Street Reconstruction 01-130-360-71744	\$28,700.58
0065086	3/13/2018	Tire Tyme	12-03 Tire 01-130-099-60316	\$249.31
0065086	3/13/2018	Tire Tyme	Kioti Tire Repair 01-130-122-60421	\$20.35
0065092	3/13/2018	Uline Shipping Supply Specialisi	Safety Glasses & Wipes 01-130-099-60347	\$133.79
0065094	3/13/2018	Viking Cives Ltd.	Carbide Curb Feeders 01-130-122-60420	\$516.30
0065097	3/13/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$759.09
0065097	3/13/2018	Waddick Fuels	Dyed ULS 01-130-099-60340	\$97.90
0065097	3/13/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$749.59
0065097	3/13/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$833.76
0065097	3/13/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,145.75
0065097	3/13/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$952.31
0065101	3/13/2018	Windsor Factory Supply	17-03 Small Tools 01-130-099-60357	\$44.97
0065113	3/20/2018	Union Gas Limited	2021 Division - Garage 01-130-099-60314	\$300.36
0065113	3/20/2018	Union Gas Limited	2021 Division Rd N - PW Garage 01-130-099-60314	\$530.77
0065120	3/27/2018	Association of Ontario Road Su	Cert Renewal - K Vegh 01-130-098-60254	\$157.73
0065131	3/27/2018	Canadian Network of Asset Mar	AM Workshop - A Plancke 01-130-098-60254	\$32.22
0065140	3/27/2018	D&T Auto	Snow Lights for Roll-Off 01-130-360-71835	\$230.35
0065148	3/27/2018	Fluid Basics Inc	Kioti - Repair 01-130-122-60421	\$330.96
0065149	3/27/2018	Gillett Sheet Metal Inc.	Catch Basins - 33 Autumn Cres 01-130-141-60439	\$288.27

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065154	3/27/2018	Graybar Canada	Replacement of Stock Fixture 01-130-114-60413	\$1,333.05
0065157	3/27/2018	Hurricane SMS Inc	Remove Blockage - Normandy 01-130-099-60452	\$203.52
0065157	3/27/2018	Hurricane SMS Inc	Inspect Division Rd S 01-130-360-71837	\$7,849.97
0065160	3/27/2018	Kelcom Radio Division	Radio & GPS for Fleet - Mar/18 01-130-099-60460	\$1,440.92
0065166	3/27/2018	Leamington Int. Trucks	Street Sweeper - Service 01-130-110-60422	\$113.78
0065166	3/27/2018	Leamington Int. Trucks	13-03 - Repairs 01-130-099-60316	\$1,301.77
0065169	3/27/2018	LSI Supply Inc	Sweeper - Bearing 01-130-110-60422	\$25.98
0065170	3/27/2018	Shaun Martinho	Book 7-Traffic Control Setup 01-130-099-60347	\$308.57
0065171	3/27/2018	Mark's Commercial	Boots - Fred 01-130-072-60216	\$219.79
0065179	3/27/2018	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$1,901.58
0065179	3/27/2018	HYDRO ONE	PW Garage 01-130-099-60314	\$1,476.36
0065183	3/27/2018	Purolator Courier Service	Courier Fees 01-130-099-60305	\$20.43
0065188	3/27/2018	Shilson Excavation & Trucking I	Brush & Shredding @ Lagoons 01-130-141-60429	\$3,500.54
0065196	3/27/2018	United Rotary Brush Corporation	New Broom for Sweeper 01-130-110-60422	\$1,127.44
0065198	3/27/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$951.42
0065198	3/27/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$599.06
0065204	3/27/2018	Work Equipment Ltd.	Trackless - New Broom 01-130-122-60421	\$920.32

Total For Department 130 \$144,904.16

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0064996	3/13/2018	Essex-Windsor Solid Waste	Yard Waste - January 2018 01-131-400-60370	\$96.72
0064996	3/13/2018	Essex-Windsor Solid Waste	Waste Disposal - January 2018 01-131-400-60370	\$15,189.64
0065102	3/13/2018	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$231.17
0065102	3/13/2018	Windsor Disposal Services Ltd.	Waste Collection - March 01-131-400-60380	\$41,992.05
0065102	3/13/2018	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$231.17
0065145	3/27/2018	Essex-Windsor Solid Waste	Waste Disposal - February 01-131-400-60370	\$12,841.69
0065145	3/27/2018	Essex-Windsor Solid Waste	Yard Waste - February 01-131-400-60370	\$77.22
0065145	3/27/2018	Essex-Windsor Solid Waste	Fixed Costs - Jan&Feb 2018 01-131-400-60370	\$67,622.00

**Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065145	3/27/2018	Essex-Windsor Solid Waste	Perpetual Care - Mar&Apr 2018 01-131-400-60404	\$9,427.00
0065201	3/27/2018	Windsor Disposal Services Ltd.	Waste Collection - Arena 01-131-400-60380	\$51.88
Total For Department 131				\$147,760.54

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0065014	3/13/2018	Hutchins Monuments	Grave Opening - Graceland 01-151-072-60121	\$575.00
0065077	3/13/2018	Sims Publications Incorporated	Ad for Cemeteries 01-151-099-60306	\$79.38
0065077	3/13/2018	Sims Publications Incorporated	Cemetery Clean up Ad 01-151-099-60306	\$79.38
0065077	3/13/2018	Sims Publications Incorporated	Cemetery Clean Up Ad 01-151-099-60306	\$79.38
0065088	3/13/2018	Town of Kingsville (water)	Greenhill Cemetery 01-151-099-60314	\$85.25
0065108	3/20/2018	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$25.53
0065135	3/27/2018	County Wide Tree Service	Tree Removal - Greenhill 01-151-128-60426	\$1,895.00
0065195	3/27/2018	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$100.73
0065208	3/28/2018	Bereavement Authority of Ontar	Cemetery Licence Renewal 01-151-099-60320	\$1,155.00
Total For Department 151				\$4,074.65

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0064942	3/8/2018	HYDRO ONE	Arena Complex 01-170-099-60314	\$13,102.10
0064952	3/13/2018	Allstream Business Inc	Arena Fax/Debit 733-2866 01-170-099-60327	\$82.02
0064952	3/13/2018	Allstream Business Inc	Arena/Carnegie Elevator 01-170-099-60327	\$41.00
0064956	3/13/2018	Athletica Sport Systems	Bumper Pad 01-170-099-60315	\$199.00
0064966	3/13/2018	BSM Technologies Ltd (formerl)	P&R - Fleet Tracking 01-170-099-60327	\$47.50
0064967	3/13/2018	Calder Equipment	Floor Scrubber 01-170-099-60316	\$194.04
0064978	3/13/2018	Culligan Water	Water Cooler - Arena 01-170-099-60315	\$27.95
0064997	3/13/2018	Essex County Locksmiths	Lock Replacement - Equip Room 01-170-099-60315	\$200.00
0065005	3/13/2018	Gillett Sheet Metal Inc.	Arena - Facility Mtce 01-170-099-60315	\$249.28
0065006	3/13/2018	G&K Services Canada Inc	Mats - Arena 01-170-099-60315	\$47.10
0065022	3/13/2018	Kelcom (Eugenie)	11 Gell Phone and Cases 01-170-099-60327	\$150.00

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-170-099-60327	\$251.68
0065026	3/13/2018	Kingsville Soccer Association	P2P Forms 01-170-000-15000	\$459.00
0065032	3/13/2018	Limelight & Electric	Arena - Facility Mtce 01-170-099-60315	\$105.03
0065032	3/13/2018	Limelight & Electric	Arena - Facility Mtce 01-170-099-60315	\$163.55
0065033	3/13/2018	Linde Canada Limited 15687	Propane 01-170-099-60340	\$179.07
0065033	3/13/2018	Linde Canada Limited 15687	Propane 01-170-099-60340	\$215.31
0065033	3/13/2018	Linde Canada Limited 15687	Rental Charges 01-170-099-60340	\$62.28
0065033	3/13/2018	Linde Canada Limited 15687	Propane 01-170-099-60340	\$142.83
0065034	3/13/2018	Loblaw Inc.	Candy Machine 01-170-154-60446	\$72.77
0065034	3/13/2018	Loblaw Inc.	Candy Machine 01-170-154-60446	\$55.87
0065042	3/13/2018	Merchant Paper Company	Arena - Supplies 01-170-099-60335	\$302.91
0065042	3/13/2018	Merchant Paper Company	Arena - Supplies 01-170-099-60335	\$1,063.11
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-170-099-60301	\$0.90
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-170-099-60317	\$122.12
0065047	3/13/2018	Nella Cutlery (Hamilton) Inc.	Ice Resurfacing Blade 01-170-099-60316	\$30.00
0065058	3/13/2018	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$81.00
0065059	3/13/2018	Otis Canada, Inc.	Arena - Facility Mtce 01-170-099-60315	\$1,157.31
0065071	3/13/2018	Sam's Service Facility	10-02 Repair 01-170-099-60316	\$131.26
0065090	3/13/2018	Tri-County Copiers Plus	Printing Costs 01-170-099-60301	\$34.68
0065096	3/13/2018	Panayiotakys Vourakes	Mileage 01-170-099-60400	\$9.73
0065099	3/13/2018	Warkentin Plumbing	Arena - Facility Mtce 01-170-099-60315	\$319.88
0065099	3/13/2018	Warkentin Plumbing	Arena - Facility Mtce 01-170-099-60315	\$25.20
0065107	3/20/2018	Cogeco	1741 Jasperson Lane 01-170-099-60327	\$102.44
0065113	3/20/2018	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$2,879.04
0065116	3/27/2018	Alift	Arena - Equipment Repair 01-170-099-60316	\$479.25
0065123	3/27/2018	B&T Waechter Holdings Ltd (Cc	Arena - Shop Supplies 01-170-099-60335	\$63.97
0065127	3/27/2018	BSM Technologies Ltd (formerly	P&R - Fleet Tracking 01-170-099-60327	\$47.50
0065128	3/27/2018	Calder Equipment	Arena - Equipment Repair 01-170-099-60316	\$161.54
0065131	3/27/2018	Canadian Network of Asset Man	AM Workshop - A Plancke 01-170-098-60254	\$31.67

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065137	3/27/2018	Delta Power Equipment	Arena - Kubota Repair 01-170-099-60316	\$400.95
0065138	3/27/2018	D.H. Jutzi Limited	Arena - Equipment Rental 01-170-099-60318	\$75.00
0065138	3/27/2018	D.H. Jutzi Limited	Arena - Equipment Rental 01-170-099-60318	\$75.00
0065150	3/27/2018	G&K Services Canada Inc	Arena - Mats 01-170-099-60315	\$47.10
0065155	3/27/2018	Great Lakes Safety Products	Arena - Safety Supplies 01-170-099-60347	\$117.84
0065162	3/27/2018	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$48.40
0065162	3/27/2018	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$25.91
0065162	3/27/2018	Kingsville Home Hardware	Arena - Batteries 01-170-099-60315	\$10.49
0065162	3/27/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$53.23
0065162	3/27/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$19.96
0065162	3/27/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$5.57
0065162	3/27/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$13.87
0065167	3/27/2018	Linde Canada Limited 15687	Arena - Propane 01-170-099-60340	\$133.26
0065167	3/27/2018	Linde Canada Limited 15687	Arena - Propane 01-170-099-60340	\$172.71
0065174	3/27/2018	Merchant Paper Company	Arena - Supplies 01-170-099-60315	\$195.82
0065177	3/27/2018	Nella Cutlery (Hamilton) Inc.	Ice Resurfacing Blade 01-170-099-60316	\$30.00
0065179	3/27/2018	HYDRO ONE	Arena Complex 01-170-099-60314	\$11,108.50
0065184	3/27/2018	Reis Appliance Centre Ltd.	Arena - Equipment Repair 01-170-099-60316	\$116.98
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$17.37
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$5.18
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$25.99
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$19.99
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$20.35
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$4.79
0065194	3/27/2018	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$83.49
0065200	3/27/2018	Windsor Factory Supply	Arena - Safety Glasses 01-170-099-60347	\$33.20
0065200	3/27/2018	Windsor Factory Supply	Arena - Shop Supplies 01-170-099-60335	\$46.56

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			170	\$35,998.40
<u>171</u>				
0064930	3/8/2018	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0064943	3/8/2018	Reliance Home Comfort	315 Queen St 01-171-155-60314	\$82.36
0064943	3/8/2018	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0064947	3/8/2018	Union Gas Limited	315 Queen St 01-171-155-60314	\$370.03
0064952	3/13/2018	Allstream Business Inc	Arena/Carnegie Elevator 01-171-171-60327	\$47.98
0064952	3/13/2018	Allstream Business Inc	Lions Hall 733-2573 01-171-159-60327	\$41.00
0064952	3/13/2018	Allstream Business Inc	Park Pavilion 733-8952 01-171-155-60327	\$44.30
0064959	3/13/2018	Gordon Bannerman Ltd	Coiled Tine 01-171-099-60316	\$816.85
0064969	3/13/2018	Carrier Truck Centers	P&R - Equipment Repair 01-171-099-60316	\$122.27
0064987	3/13/2018	Maggie Durocher	Duty Charges -Katom Restaurant 01-171-155-60315	\$11.45
0064989	3/13/2018	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$28.65
0064989	3/13/2018	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$35.81
0064989	3/13/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$16.51
0064989	3/13/2018	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$37.75
0064989	3/13/2018	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$213.80
0064989	3/13/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$502.63
0064989	3/13/2018	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$176.91
0064989	3/13/2018	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$217.77
0064989	3/13/2018	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$281.18
0064989	3/13/2018	E.L.K. Energy Inc	169 Cty Rd 34 W(Cottam Rotary) 01-171-099-60314	\$98.71
0065024	3/13/2018	Kingsville Home Hardware	Paint 01-171-172-60315	\$77.98
0065034	3/13/2018	Loblaw Inc.	Carpet Cleaner 01-171-155-60315	\$62.97
0065044	3/13/2018	Modular Service Group Inc	Storage Container 01-171-099-60318	\$76.32
0065066	3/13/2018	Queens Auto Supply	P&R - Grease/Washer Fluid 01-171-099-60316	\$45.30
0065066	3/13/2018	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$2.11

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065066	3/13/2018	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$10.66
0065066	3/13/2018	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$281.18
0065088	3/13/2018	Town of Kingsville (water)	Lakeside Park Pavilion 01-171-155-60314	\$151.43
0065088	3/13/2018	Town of Kingsville (water)	Lakeside Park Washrooms 01-171-099-60314	\$49.86
0065088	3/13/2018	Town of Kingsville (water)	28 Division St S 01-171-171-60314	\$45.63
0065088	3/13/2018	Town of Kingsville (water)	21 Mill St - Lions Hall 01-171-159-60314	\$136.62
0065088	3/13/2018	Town of Kingsville (water)	37 Beech St 01-171-172-60314	\$168.36
0065091	3/13/2018	Troy Life & Fire Safety Ltd.	Pavilion - Facility Mtce 01-171-175-60315	\$85.55
0065099	3/13/2018	Warkentin Plumbing	BIA - Facility Mtce 01-171-171-60315	\$96.67
0065108	3/20/2018	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$254.22
0065113	3/20/2018	Union Gas Limited	122 Fox St 01-171-173-60314	\$748.70
0065113	3/20/2018	Union Gas Limited	124 Fox St 01-171-176-60314	\$263.26
0065113	3/20/2018	Union Gas Limited	37 Beech St 01-171-172-60314	\$202.96
0065123	3/27/2018	B&T Waechter Holdings Ltd (Cc	P&R - Facility Mtce 01-171-099-60315	\$132.28
0065123	3/27/2018	B&T Waechter Holdings Ltd (Cc	P&R - Equipment Repair 01-171-099-60315	\$29.49
0065125	3/27/2018	BlueLine Rental	P&R - Equipment Rental 01-171-099-60318	\$134.93
0065132	3/27/2018	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0065134	3/27/2018	Corporate Investigation Service:	P&R - Prof Services 01-171-099-60319	\$1,298.71
0065141	3/27/2018	Economy Rental Centre	P&R - Equipment Rental 01-171-099-60318	\$36.02
0065161	3/27/2018	Kelcom Telemessaging	Carnegie - Emerg Elevator Line 01-171-171-60327	\$27.42
0065162	3/27/2018	Kingsville Home Hardware	Unico - Keys 01-171-172-60315	\$4.38
0065162	3/27/2018	Kingsville Home Hardware	Unico - Facility Mtce 01-171-172-60315	\$63.57
0065162	3/27/2018	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$84.43
0065162	3/27/2018	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$13.08
0065162	3/27/2018	Kingsville Home Hardware	K'ville Library -Facility Mtce 01-171-175-60315	\$55.65
0065162	3/27/2018	Kingsville Home Hardware	Lions Hall - Facility Mtce 01-171-159-60315	\$27.15
0065162	3/27/2018	Kingsville Home Hardware	Unico - Facility Mtce 01-171-172-60315	\$25.98
0065162	3/27/2018	Kingsville Home Hardware	P&R - Mettawas Gazebo 01-171-099-60315	\$67.14
0065162	3/27/2018	Kingsville Home Hardware	P&R - Mettawas Gazebo 01-171-099-60315	\$11.15

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065163	3/27/2018	Kingsville Roofing	Lions Hall - Roof Repair 01-171-159-60315	\$455.20
0065179	3/27/2018	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$120.27
0065179	3/27/2018	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$27.11
0065185	3/27/2018	R. Moir Cleaning Service	Cleaning - Unico 01-171-172-60315	\$200.00
0065186	3/27/2018	Rona Inc	P&R - Shop Supplies 01-171-099-60335	\$8.14
0065186	3/27/2018	Rona Inc	P&R - Shop Supplies 01-171-099-60335	\$8.14
0065192	3/27/2018	The Storage Box	P&R - Rental 01-171-099-60318	\$208.61
0065194	3/27/2018	Truax Lumber	P&R - Facility Mtce 01-171-099-60315	\$100.04
0065194	3/27/2018	Truax Lumber	P&R - Facility Mtce 01-171-099-60315	\$279.27
0065194	3/27/2018	Truax Lumber	P&R - Facility Mtce 01-171-099-60315	\$347.77
0065194	3/27/2018	Truax Lumber	P&R - Facility Mtce 01-171-099-60315	\$731.78
0065194	3/27/2018	Truax Lumber	P&R - Facility Mtce 01-171-099-60315	\$87.99
0065195	3/27/2018	Union Gas Limited	28 Division St S 01-171-171-60314	\$35.14
0065195	3/27/2018	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$670.64
0065195	3/27/2018	Union Gas Limited	315 Queen St 01-171-155-60314	\$267.13
0065197	3/27/2018	Vertechs Elevators Ontario Inc.	Carnegie - Mthly Elevator Mtce 01-171-171-60315	\$330.72
0065198	3/27/2018	Waddick Fuels	Dyed ULS 01-171-099-60340	\$221.46

Total For Department 171 \$12,150.43

173 -

0064952	3/13/2018	Allstream Business Inc	Boat Ramp 733-6020 01-173-099-60327	\$44.30
0065028	* 3/13/2018	Paul Langlois Sr	Refund 2018 Dockage 01-173-031-21450	\$100.00
0065053	3/13/2018	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$31.80
0065165	* 3/27/2018	Paul Langlois Jr	Dockage Refund 01-173-031-21450	\$100.00
0065179	3/27/2018	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$26.37
0065179	3/27/2018	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$38.39
0065179	3/27/2018	HYDRO ONE	Cedar Beach Marina-West Dock 01-173-099-60314	\$62.69
0065207	3/27/2018	XPlornet Communications Inc	Marina - Equipment Rental 01-173-099-60327	\$49.99

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			173	\$453.54
174				
0064984	3/13/2018	Krystle DelBen	Refund - Submission Fee 01-174-066-41272	\$36.02
Total For Department			174	\$36.02
175				
0064957	3/13/2018	Jennifer Augustine	Refund - Kids on Ice Camp 01-175-099-60677	\$60.00
0064987	3/13/2018	Maggie Durocher	Mileage 01-175-099-60400	\$205.05
0064994	3/13/2018	Essex Free Press	Family Day Skate Ad 01-175-099-60636	\$236.69
0065080	3/13/2018	Michael Soucie	Refund for Kids on Ice 01-175-099-60677	\$60.00
0065168	3/27/2018	Loblaw Inc.	Kids on Ice 01-175-099-60677	\$32.65
0065168	3/27/2018	Loblaw Inc.	Kids on Ice 01-175-099-60677	\$20.13
0065168	3/27/2018	Loblaw Inc.	Kids on Ice 01-175-099-60677	\$52.88
0065189	3/27/2018	Sims Publications Incorporated	Kids on Ice Ad 01-175-099-60677	\$243.21
Total For Department			175	\$910.61
178				
0064990	3/13/2018	Elmara Construction Co. Limite	Grovedale House 01-178-360-71630	\$120,306.96
0064990	3/13/2018	Elmara Construction Co. Limite	Grovedale House 01-178-360-71630	\$110,048.17
0064990	3/13/2018	Elmara Construction Co. Limite	Grovedale House 01-178-360-71630	\$50,925.25
0065007	3/13/2018	Glos Associates Inc	Grovedale House 01-178-360-71630	\$1,300.49
0065114	3/20/2018	E.L.K. Energy Inc	Capitla Contribution Costs 01-178-360-71630	\$39,410.00
0065114	3/20/2018	E.L.K. Energy Inc	Expansion Deposit 01-178-006-12090	\$53,202.43
0065152	3/27/2018	Golder Associates	Geotechnical Investigation 01-178-360-71630	\$6,360.00
Total For Department			178	\$381,553.30

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
180				
0064965	3/13/2018	Robert Brown (Employee)	OACA Membership 2018 01-180-099-60320	\$130.00
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 01-180-099-60327	\$50.88
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-180-099-60301	\$62.07
0065045	3/13/2018	Monarch Office Supply	Office Supplies - February 01-180-099-60358	\$1,431.76
0065126	3/27/2018	Robert Brown (Employee)	Cell Phone Case 01-180-099-60317	\$38.81
0065126	3/27/2018	Robert Brown (Employee)	Medical Marijuana Info Session 01-180-099-60254	\$145.03
0065190	3/27/2018	Storey Samways Ltd	Mat Leave Coverage 01-180-072-60120	\$3,553.46
0065190	3/27/2018	Storey Samways Ltd	Mat Leave Coverage 01-180-072-60120	\$3,553.46
0065205	3/27/2018	WSP Canada Group Limited	5 yr OP Review 01-180-360-71742	\$2,712.82

Total For Department 180 \$11,678.29

181				
0064954 *	3/13/2018	Anna's Flowers	BIA Dollars 01-181-170-60812	\$340.00
0064960	3/13/2018	Christina Bedal	Mileage 01-181-099-60317	\$35.66
0064961	3/13/2018	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0065002	3/13/2018	Flower Fashions	Flowers presented at AGM 01-181-170-60816	\$45.79
0065006	3/13/2018	G&K Services Canada Inc	Mats - BIA 01-181-099-60341	\$55.42
0065017 *	3/13/2018	Jack's Gastropub & Inn 31	BIA Dollars 01-181-170-60812	\$442.00
0065062	3/13/2018	Pelee Island Winery	AGM rental & wine 01-181-170-60816	\$166.51
0065083	3/13/2018	Sweet Memories Bakery	AGM Cake 01-181-170-60816	\$37.95
0065087	3/13/2018	Tourism Windsor Essex Pelee I	BIA Ad 01-181-099-60306	\$1,729.92
0065106	3/20/2018	Bell Canada	BIA - Internet 01-181-099-60327	\$32.56
0065143	3/27/2018	Erie North Shore Minor Hockey	OHF Sponsorship 2018 01-181-099-60306	\$100.00

Total For Department 181 \$3,088.86

184				
0065011	3/13/2018	Hall Telecommunications Suppl	Textnet Service 01-184-099-63300	\$172.99

**Town of Kingsville
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			184	\$172.99
185				
0064931	3/8/2018	Erie North Shore Minor Hockey	Sponsorship - OHF 2005 01-185-099-60628	\$3,500.00
0065021	3/13/2018	K Design Studio	Toques 01-185-099-63103	\$682.61
0065106	3/20/2018	Bell Canada	BIA - Toll Free 01-185-099-60327	\$12.16
0065109	3/20/2018	Michael Lauzon	London Food & Wine Show 01-185-099-63104	\$264.70
Total For Department			185	\$4,459.47
186				
0064964	3/13/2018	Veronica Brown	Research Assistant Jan/18 01-186-099-63200	\$420.00
0064964	3/13/2018	Veronica Brown	Research Assistant Feb/18 01-186-099-63200	\$420.00
0064964	3/13/2018	Veronica Brown	Ancestry.ca / Land Registry 01-186-099-60320	\$299.40
0064964	3/13/2018	Veronica Brown	Ancestry.ca / Land Registry 01-186-099-60301	\$20.00
Total For Department			186	\$1,159.40
201				
0064950	3/13/2018	AGO Industries Inc.	Q1 - Enviromental Clothing 02-201-072-60216	\$243.90
0064950	3/13/2018	AGO Industries Inc.	Logo Transfers 02-201-072-60216	\$152.64
0064950	3/13/2018	AGO Industries Inc.	Q1 - ES Clothing 02-201-072-60216	\$471.03
0064968	3/13/2018	Canada Post Corporation	Kingsville Water Bills 02-201-099-60303	\$2,466.90
0064975	3/13/2018	Corix Water Products LP	Conversion 02-201-182-60448	\$2,900.16
0064979	3/13/2018	Matthew Dagenais	Water Dist System Op & Mtce 02-201-098-60254	\$168.36
0065001	✘ 3/13/2018	Thomas Fleming	Refund on Final 02-201-006-12067	\$93.97
0065013	3/13/2018	Hurricane SMS Inc	Curb Box Repairs 02-201-180-60403	\$1,831.68
0065022	3/13/2018	Kelcom (Eugenie)	Cell Phone and Cases 02-201-099-60327	\$101.76
0065022	3/13/2018	Kelcom (Eugenie)	Phone Cases 02-201-099-60327	\$160.07

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065024	3/13/2018	Kingsville Home Hardware	Cut Off Wheels 02-201-099-60335	\$19.20
0065024	3/13/2018	Kingsville Home Hardware	Shop Clean Up 02-201-099-60335	\$22.85
0065024	3/13/2018	Kingsville Home Hardware	Shop Clean Up 02-201-099-60335	\$25.41
0065024	3/13/2018	Kingsville Home Hardware	Curb Box Repairs 02-201-180-60403	\$53.92
0065027	3/13/2018	KTI Limited	Water Meter Mtce 02-201-099-63017	\$483.36
0065029	3/13/2018	Brandy LaPointe	Refund on Final 02-201-006-12067	\$94.43
0065031	3/13/2018	Leamington Int. Trucks	12-01 Airbrake Chamber 02-201-099-60316	\$389.31
0065031	3/13/2018	Leamington Int. Trucks	12-01 DPF Sensor Replace 02-201-099-60316	\$403.58
0065036	3/13/2018	Shaun Martinho	Phone Cases 02-201-099-60327	\$111.88
0065036	3/13/2018	Shaun Martinho	ES - Staff Meeting 02-201-098-60254	\$23.82
0065054	3/13/2018	Ontario Municipal Water Assoc.	2018 Membership 02-201-099-60320	\$987.07
0065056	3/13/2018	Ontario One Call	Notification - February 02-201-099-63020	\$110.71
0065057	3/13/2018	OACETT	2018 Membership 02-201-098-60254	\$219.94
0065063	3/13/2018	Andrew Plancke	Shop Lights & Freight 02-201-099-60315	\$309.65
0065064	3/13/2018	Preview Inspections and Consul	Backflow Prevention 02-201-180-60405	\$2,645.76
0065066	3/13/2018	Queens Auto Supply	Cleaning Supplies 02-201-099-60335	\$40.72
0065067	3/13/2018	Receiver General for Canada	Env - Radio Renewal 02-201-182-60448	\$850.00
0065092	3/13/2018	Uline Shipping Supply Specialist	Safety Glasses & Wipes 02-201-099-60347	\$133.79
0065101	3/13/2018	Windsor Factory Supply	Backflow Valve Repair 02-201-099-60316	\$73.27
0065101	3/13/2018	Windsor Factory Supply	Shop Supplies 02-201-099-60335	\$168.05
0065103	3/13/2018	Wolseley Canada Inc	Clamp Replacements 02-201-099-63030	\$2,897.76
0065103	3/13/2018	Wolseley Canada Inc	Water Main tools 02-201-099-60357	\$556.96
0065103	3/13/2018	Wolseley Canada Inc	Water Meter Valves/Couplers 02-201-099-63015	\$2,416.82
0065129	3/27/2018	Canada Post Corporation	Water Arrears 02-201-099-60303	\$298.32
0065131	3/27/2018	Canadian Network of Asset Mar	AM Workshop - A Plancke 02-201-098-60254	\$32.22
0065142	3/27/2018	EMCO	Env - Repairs and Locates 02-201-099-60316	\$252.24
0065142	3/27/2018	EMCO	Env - Repairs and Locates 02-201-099-63020	\$593.16
0065202	3/27/2018	Wolseley Canada Inc	Meter Valves 02-201-099-63015	\$957.23
0065202	3/27/2018	Wolseley Canada Inc	Clamp Replacement for Brakes 02-201-099-63030	\$762.08

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065203	3/27/2018	Work Authority	Boots - Steve 02-201-072-60216	\$228.96
Total For Department 201				\$24,752.94

242

0064942	3/8/2018	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$15,809.62
0064989	3/13/2018	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$106.28
0064989	3/13/2018	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$115.03
0064989	3/13/2018	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,475.04
0064989	3/13/2018	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$821.41
0064991	3/13/2018	EMCO	Sanitary Sewer Mtce 02-242-320-64365	\$4,184.88
0065052	3/13/2018	Ontario Clean Water Agency	Operations & Maintenance 02-242-320-64360	\$80,216.11
0065053	3/13/2018	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$80.15
0065066	3/13/2018	Queens Auto Supply	97-01 Lights 02-242-099-60316	\$25.77
0065179	3/27/2018	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$308.29
0065179	3/27/2018	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$53.82
0065179	3/27/2018	HYDRO ONE	Forcemain Over Bridge 02-242-099-60314	\$28.99
0065179	3/27/2018	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$75.15
0065179	3/27/2018	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$75.20
0065179	3/27/2018	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$93.94
0065179	3/27/2018	HYDRO ONE	1460 Road 2 East Pump 02-242-099-60314	\$681.17
0065179	3/27/2018	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$12,322.63
Total For Department 242				\$117,473.48

243

0064989	3/13/2018	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$629.12
0064989	3/13/2018	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$79.76
0064989	3/13/2018	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$57.32
0064989	3/13/2018	E.L.K. Energy Inc	127 168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$389.42

**Town of Kingsville
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065009	3/13/2018	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0065052	3/13/2018	Ontario Clean Water Agency	Operations & Maintenance 02-243-320-64360	\$5,859.76

Total For Department 243 \$7,063.53

* Note GST Rebate details are omitted, but are included in the totals \$1,404,293.05



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

Date: March 29, 2018
To: Mayor and Council
Author: M. Durocher
RE: Carnegie Social
Report No.: PR-2018-03

AIM

Designation of the 2018 Carnegie Social as an “event of municipal significance” for the purposes of their application with the AGCO

BACKGROUND

86'd Catering would like to host the Carnegie Social, an event similar to the night market that took place in Kingsville 2 years ago. The night market events were incredibly successful and supported by the people of Kingsville.

The event is proposed for the first Friday of June, July, August and September in the parking lot and park area by the Carnegie building. The event will include food and beverages for sale (including the sale of alcohol), entertainment, activities and entertainment for children, as well as local artists.

The group would like to work with the BIA and the Town of Kingsville in staging this event.

DISCUSSION

The group appeared before SERT with no perceived issues, other than the question about the utilization of municipal assets for a private for profit group's endeavours. At SERT the representative indicated that some of the proceeds from this event would be allocated to Town projects.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

As discussed at SERT the only question is with regard to the use of municipal assets including labour.

CONSULTATIONS

SERT Committee
PRAC Committee

RECOMMENDATION

That Council designate the Carnegie Social as an event of municipal significance for the purpose of acquiring a liquor permit through AGCO.

Maggie Durocher

Maggie Durocher Hons. B.H.K.
Manager of Recreation Programs and Events

Peggy Van Mierlo-West

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



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

Date: April 4, 2018
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: UWSS Business Case for Restructuring UWSS into a
Municipal Service Corporation.
Report No.: MS-2018-15

AIM

To provide administrative support for the proposed governance restructuring as defined by the General Manager for the Union Water Supply System (UWSS) Joint Board of Management and endorsed by PwC and Willis Business Law, LLP.

BACKGROUND

The legal ownership of the UWSS is vested in the four (4) municipalities as tenants in common with ownership share being in proportion to the volume of water they take from the system. The Transfer Order provides that the ownership share is fixed for four (4) years based on the average supply to each municipality over the previous four (4) years.

This proportional ownership currently has consequences for the financial administration of the system and the municipalities.

The UWSS Board is exclusively responsible for the oversight of the UWSS notwithstanding the legal ownership of the system. It does so on behalf of the municipalities but has the autonomy to make decisions without requiring municipal approval. The UWSS Board is ultimately responsible for operating, maintaining, repairing, constructing and expanding the system however, the UWSS cannot borrow on its own authority. Any borrowing on behalf of the UWSS must be done by the four municipalities. This also includes obtaining grant funding from senior levels of government. Any UWSS debt must be carried on the municipal balance sheets in proportion to the system ownership share.

DISCUSSION

There are limitations to the existing governance structure for the UWSS. The proposed development of a Municipal Service Corporation (MSC) would provide the UWSS with the ability to:

- Apply for grant funding separately from the Municipalities – no “competition” between UWSS and Municipal priorities
- Borrow on its own to finance Board-approved capital expenditures.
- New UWSS debt is not attributed to the Municipalities, and does not affect Municipal debt capacity.
- Customers will see the UWSS portion of their water cost separately on their bill.
- Water rates will continue to be set by the Board, in accordance with Board policies and provisions of Board-approved lending agreement(s)”.
- UWSS, not the Municipalities, will bear the risk of volume fluctuations and uncollectible accounts.
- UWSS will pay a service fee to the Municipalities for work done by the Municipalities as agents of UWSS (billing, collection, and associated accounting).
- A corporate UWSS would be liable for itself and provide better liability protection to municipal shareholders.

If the proposal to create a MSC is approved, the result would be a resilient and sustainable corporate water utility that is municipally owned, able to self-finance and incur debt; can obtain senior government grants for water related works; and provides increased liability protection to its shareholder municipalities, Board Directors, and UWSS staff.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

Provided Council endorses the decision to form a Municipal Service Corporation the following financial benefits could be realized:

- UWSS would have the ability to independently obtain grants from senior governments.
- Become a credit worthy entity with the ability to secure its own debt.
- Become financially independent from the owner municipalities.
- Develop a financial planning structure that would address future capital requirements without creating “rate shock” to the end users customers.

The PwC report details a financial structure for UWSS that can achieve the above criteria and outlines an implementation plan and schedule for the structure. It should be noted that the PwC report stipulates that the recommended financial structure and associated benefits can only be achieved if the UWSS legally restructures into a corporate entity first.

CONSULTATIONS

Director of Financial Services
Chief Administrative Officer
General Manager / Union Water Supply System Joint Board of Management

RECOMMENDATION

That the Council of the Town of Kingsville as a shared owner in the Union Water Supply System endorse and adopt the Business Case for Restructuring of the Union Water Supply System into a Municipal Services Corporation as outlined by the report prepared by the General Manager of the Union Water Supply System dated March 28th, 2018.

Respectfully submitted,

G.A. Plancke

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

Peggy Van Mierlo-West

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



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

Date: February 26, 2018
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: Engineering Services for 2018 Bridge Program
Report No.: MS 2018-07

AIM

To provide Council with an update on the procurement of Engineering Consulting Services for the 2018 Bridge Program.

BACKGROUND

During the 2018 Budget deliberations Council approved the following projects:

- *Project #37* – Engineering Design for Bridge #18 on Road 11 over Ruscom River (MS File No. 18-107)
- *Project #38* – Engineering Design for Bridge #46 on South Talbot Road over Boose Drain (MS File No. 18-108)
- *Project #32* – Engineering Design and Replacement of Culvert #503 on McCallum Drive over Mill Creek/Scratch-Wigle (MS File No. 18-109)

DISCUSSION

A Request for Proposal (RFP) was posted publicly on the Town's electronic Tendering system on January 24th, 2018 at 11:00am local time and closed on February 23rd, 2018 at 11:00am. The RFP that was posted to the electronic tendering system along with all applicable addenda can be found in the appendix.

On the closing date, 6 proposals were submitted by various Engineering Consulting firms and evaluated by both the Manager of Municipal Services and the Director of Municipal Services. Using the scoring criteria provided as part of the RFP, each Proponent scored as follows:

Proponent	Average Score /100	Addenda & Appendices Included
Aecom	67.5	<input checked="" type="checkbox"/>
Amec Foster Wheeler	71.8	<input checked="" type="checkbox"/>
Dillon Consulting	83.5	<input checked="" type="checkbox"/>
Pinpoint Engineering	70	<input checked="" type="checkbox"/>
RC Spencer Associates	72.5	<input checked="" type="checkbox"/>
Stantec Consulting	76.8	<input checked="" type="checkbox"/>

As per the table above, Dillon Consulting obtained the highest score mainly because of the high level of understanding of the project scope and their experience with similar projects. Dillon took initiative to investigate the structures on-site during the RFP process and made overarching technical recommendations as part of their proposal and used these to develop a project schedule. In addition, Dillon is able to provide value added concepts to the project scope that will assist the town in risk mitigation and cost control. Although, Dillon was not the lowest bidder, the overall fees outlined in their submission are within budget allocations for the structures.

In review of the project schedules provided as part of Dillon's proposal, Municipal Services is confident that the Dillon project team will meet the timelines included as part of the RFP as follows:

Structure	Structural Evaluation Report (Completed by)	Design Period (Completed by)	Tender Period (Completed by)	Construction (Completed by)
# 18	June 30, 2018	October 1, 2018	June 1, 2019	December 2019
# 46	Not Required	October 1, 2018	June 1, 2019	December 2019
# 503	Not Required	June 1, 2018	*July 1, 2018	*December 2018

* - These deadlines are firm, the Town of Kingsville's Council has approved budget allocations for both the design and construction of this structure in 2018.

LINK TO STRATEGIC PLAN

To promote a safe community.

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

From the submitted Proposal submitted by Dillon, the upset limits for each structure is as follows, including all estimated disbursements:

Structure	Total Upset Limit	Budget Value	Variance
Bridge #18	\$93,900	\$84,000	(\$9,900)
Bridge #46	\$64,800	\$82,000	\$17,200
Bridge #503	\$60,800	\$60,000	(\$800)
Total	\$219,500	\$226,000	\$6,500

These prices do not include applicable HST.

From the table above, it can be noted that the budget values for Bridge #18 and #503 have been exceeded by \$9,900 and \$800 respectively. Bridge #46 was submitted by Dillon \$17,200 under budget. Overall, the sum of these values equate to being under budget by \$6,500. Municipal Services recommends that the savings from Bridge #46 offset the budget overages for Bridge #18 and #503.

CONSULTATIONS

Dillon Consulting
Municipal Services

RECOMMENDATION

That Council authorize Municipal Services to enter into an agreement with Dillon Consulting for engineering services for the following structures:

- *Project #37* – Engineering Design for Bridge #18 on Road 11 over Ruscom River (MS File No. 18-107)
- *Project #38* – Engineering Design for Bridge #46 on South Talbot Road over Boose Drain (MS File No. 18-108)
- *Project #32* – Engineering Design and Replacement of Culvert #503 on McCallum Drive over Mill Creek/Scratch-Wigle (MS File No. 18-109)

Moreover, that Council authorize funding the possible overages of Bridge #18 and #503 with the surplus from Bridge #46.

Respectfully Submitted,

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

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



REQUEST FOR PROPOSAL

File No. 18-102

ENGINEERING SERVICES FOR

2018 BRIDGE PROGRAM



REQUEST FOR PROPOSAL
File No. 18-102
2018 Bridge Program

Addendum No. 1

January 26th, 2018

This addendum forms part of the Contract Documents and amends these documents. Proponents shall acknowledge the addendum on the Town's Electronic Tendering System in order to submit a Proposal.

Item Description

Terms of Reference

1. Page 14 – Clause 3.3 – Design Period Services
Replace the following bullet point in its entirety:

- Completion of a topographic survey of existing conditions.

With the following:

- *Completion of a topographic survey of existing conditions. The successful Proponent will be responsible for arranging and coordinating utility locates and exploratory daylighting in order to complete this task. Any third party expenses for daylighting shall be invoiced to the Town directly by the sub-contractor and any expenses incurred for locates shall be included as a disbursement.*

2. Page 16 – Clause 3.5.1 – Site Investigations / Inspections and Field Reviews
Add paragraph as follows:

In an effort to meet Ministry of Natural Resources and Forestry (MNRF) requirements, it will be the responsibility of the successful Proponent to procure and coordinate efforts for any screening and/or field reviews

completed by a biologist to meet current legislation. Any third party expenses for the Biologist shall be invoiced to the Town directly by the sub-contractor.

3. Page 17 – Clause 4.1 – Bridge #18 – Road 11 Bridge over Ruscom River
Add paragraph as follows:

When undergoing deck condition survey, the Town will provide all labour and equipment necessary to expose regions of the bridge deck for inspection by the successful Proponent, including all traffic control. The successful Proponent shall provide full time inspection during this survey. These expenses shall be included in the flat rate cost associated with preparing the structural evaluation report outlined above and quoted in the Proposal Submission Form.

4. Page 17 – Clause 4.2 – Bridge #46 – South Talbot Road over No. 5 Drain
Replace the following paragraph in its entirety:

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity.

With the following:

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity. This shall be verified by performing a hydraulic study and preparing a report to confirm the hydraulic opening of the structure is adequate.

5. Page 17 – Clause 4.3 – Bridge #503 – McCallum Drive Culvert over Mill Creek

Revise the following paragraph in its entirety:

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity.

With the following:

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity. This shall be verified by

performing a hydraulic study and preparing a report to confirm the hydraulic opening of the structure is adequate.

Questions and Answers

6. Question: Could you let us know if there is a formula used in evaluating the assignment of points (max 30) with regard to the fee portion of our submission or is this a subjective assignment?
- Answer: Proponent's fees are assessed using a formula, this is not a subjective score. The formula for calculating this score will not be disclosed.

Except for the contents of the Addendum, all other terms and conditions of this tender shall remain in full force and effect.

Corporation of the Town of Kingsville

2021 Division Road North
Kingsville, Ontario, N9Y 2Y9
Attention:
Kevin J. Girard, P.Eng.
Manager of Municipal Services
kgirard@kingsville.ca



**REQUEST FOR PROPOSAL
File No. 18-102
2018 Bridge Program**

Addendum No. 2

January 31st, 2018

This addendum forms part of the Contract Documents and amends these documents. Proponents shall acknowledge the addendum on the Town's Electronic Tendering System in order to submit a Proposal.

Item Description

Terms of Reference

Questions and Answers

1. Question: Is possible to group Bridge #46 and #503 into one tender contract package as the current RFP is clear in Item 3.4 page 15 that they need to be tendered separately.

 Answer: *No. In addition to clause 3.4, clause 3.7 on page 16 of the Terms of Reference outlines timelines to be met for each structure. Bridge #503 has been approved by Council for design and construction in 2018 and the tendering and construction of the other structures are subject to Council approval.*

2. Question: Does the Town of Kingsville expect the consultant to follow the roadside safety guidelines set out in the new MTO Roadside Design Guide or the TAC Geometric Design Guidelines for Canadian Roads for this assignment?

Answer: *In terms of safety, both guidelines should be considered by the Successful Proponent in the design of these structures as discussed in the MTO Roadside Design Guide Section 1.7.*

3. Question: Would you happen to have the original drawings for Bridge #18 you could send over so we could take a look at?

Answer: *There are no technical documents in the Town of Kingsville records for this structure.*

Except for the contents of the Addendum, all other terms and conditions of this Request for Proposal shall remain in full force and effect.

Corporation of the Town of Kingsville

2021 Division Road North

Kingsville, Ontario, N9Y 2Y9

Attention:

Kevin J. Girard, P.Eng.

Manager of Municipal Services

kgirard@kingsville.ca



**REQUEST FOR PROPOSAL
File No. 18-102
2018 Bridge Program**

Addendum No. 3

February 14th, 2018

This addendum forms part of the Contract Documents and amends these documents. Proponents shall acknowledge the addendum on the Town's Electronic Tendering System in order to submit a Proposal.

Item Description

Terms of Reference

Questions and Answers

1. Question: In regard to your response in Addendum #2 that there are no available drawings for Bridge #18, we have the following comments. There is a lot of leaking and leachate deposits observed at the joints, which eventually would cause corrosion of the stirrups and the side strands. Hence, a load evaluation that takes into account the ongoing deterioration would be difficult and uncertain. As well, any methods employed for reinforcement scanning would be indeterminate as the entire girder is not accessible at any location. As such, any assessment of the load capacity of the bridge or determination of a load posting will be approximate and ambiguous. Without existing drawings, please reconsider the Town's requirement for a load evaluation / load posting at Bridge #18.

Answer: *Each Proponent will be required to submit the Structural Evaluation Report as per clause 4.1 of the Terms of Reference. Should the successful Proponent's investigations be considered an approximation, the successful Proponent shall state the limitations of the investigations as part of the*

report and make recommendations accordingly. The recommendation for load posting was marked “if applicable” under clause 4.1. As a point of clarification, load restrictions are only to be recommended if the structure is found to have major performance deficiencies that would warrant temporary load posting until remedial measures take place.

2. Question: The RFP indicates consultation with Aboriginal Communities, which suggests a Schedule B; however, the MCEA document points to a Schedule A+ project:

24. Reconstruction of a water crossing where the reconstructed facility will be for the same purpose, use, capacity and at the same location. (Capacity refers to either hydraulic or road capacity but does not include alterations to include or remove facilities for cycling, pedestrians or to support utilities.) This includes ferry docks.

The provided addenda do not address which schedule the project is following under the MCEA. The different schedules have varying levels of effort from an EA perspective. Can you please clarify which schedule the project is following under the MCEA?

Answer: *Since these structures will be constructed or rehabilitated with like or better hydraulic flow and capacity as per clauses 4.2 and 4.3 of the Terms of Reference, they will be required to undergo an MCEA Schedule A+.*

3. Question: It is mentioned in section 3 of the RFP that “the scope of work for this project is to carry out the detailed design and preparation of bid documents package, tender period services, construction period services and maintenance period services for all three (3) structures listed herein.” It is further explained in section 3.3 that “the proponent is to perform/provide all necessary site investigations, survey and field testing required for the detailed design of each of the three structures”.

Would the municipality of Kingsville like proponents to include scope in their costing for the completion of a Municipal Heritage Bridges Cultural, Heritage and Archaeological Resources Assessment Checklist Revised April 11, 2014 where appropriate? This checklist was prepared in March 2013 by the Municipal Engineers Association to assist with determining the requirements to comply with the Municipal Class Environmental Assessment and is typically triggered on structures over 40 years old. This checklist will determine the

need for any further heritage or archaeological assessment at any of the three locations.

Answer: *None of the structures as part of this RFP require the completion of a Municipal Heritage Bridges Cultural, Heritage and Archaeological Resources Assessment Checklist.*

Except for the contents of the Addendum, all other terms and conditions of this Request for Proposal shall remain in full force and effect.

Corporation of the Town of Kingsville

2021 Division Road North
Kingsville, Ontario, N9Y 2Y9

Attention:

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

kgirard@kingsville.ca



REQUEST FOR PROPOSAL
File No. 18-102
2018 Bridge Program

Addendum No. 4

February 20th, 2018

This addendum forms part of the Contract Documents and amends these documents. Proponents shall acknowledge the addendum on the Town's Electronic Tendering System in order to submit a Proposal.

Item Description

Terms of Reference

Questions and Answers

1. Question: With respect to the meetings and presentations with the Town as part of the scope of the project, are they to be held at the Town offices?

 Answer: *For all in-person meetings with the Town as described in clauses 2.1, 3.1, 3.2, 3.3, 3.5, and 6 of the Terms of Reference, they will be held at Town Hall in the Town of Kingsville located at 2021 Division Rd North, Kingsville, Ontario, N9Y 2Y9.*

Except for the contents of the Addendum, all other terms and conditions of this Request for Proposal shall remain in full force and effect.

Corporation of the Town of Kingsville

2021 Division Road North

Kingsville, Ontario, N9Y 2Y9

Attention:

Kevin J. Girard, P.Eng.

Manager of Municipal Services

kgirard@kingsville.ca



REQUEST FOR PROPOSAL
File No. 18-102
2018 Bridge Program

Addendum No. 5

February 21st, 2018

This addendum forms part of the Contract Documents and amends these documents. Proponents shall acknowledge the addendum on the Town's Electronic Tendering System in order to submit a Proposal.

Item Description

Instruction to Proponents

1. Page 10 – Clause 21 – Method of Submission
Replace the following paragraph in its entirety:

Bid submissions shall be received by the Town of Kingsville's electronic tendering system not later than **11:00:00 p.m. (11:00:00 hours)** Eastern local time, on the specified closing date. The closing time shall be determined by the Bidding System web clock.

With the following:

*Bid submissions shall be received by the Town of Kingsville's electronic tendering system not later than **11:00:00 a.m. (11:00:00 hours)** Eastern local time, on the specified closing date. The closing time shall be determined by the Bidding System web clock.*

Except for the contents of the Addendum, all other terms and conditions of this tender shall remain in full force and effect.

Corporation of the Town of Kingsville

2021 Division Road North
Kingsville, Ontario, N9Y 2Y9

Attention:

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

kgirard@kingsville.ca

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APPENDIX A – Accessibility Agreement

APPENDIX B – Proposal Submission

APPENDIX C – Bridge and Culvert Inspections

1. **INTRODUCTION**

The Town of Kingsville was amalgamated combining the former Townships of Gosfield North, Gosfield South and Town of Kingsville and provides a unique blend of picturesque small urban centres to live in such as, the Village of Cottam and Hamlet of Ruthven in addition to the former Town of Kingsville. The current population of the Town of Kingsville is approximately 21,000.

2. **DELIVERY OF PROPOSAL**

2.1 **Closing Date and Time**

Proposals shall be submitted on or before **Friday February 23rd, 2018 at 11:00 a.m.** local time. Any proposals received after the specified closing date and time will not be considered.

The proposal schedule is as follows:

Task	Date
Issue Request for Proposal	January 24 th , 2018
Receive Proposals	February 23 rd , 2018
Proponent Interviews (if required)	March 2 nd , 2018
Award of Contract	March 12 th , 2018
Completion of Contract (Construction Completed by)	December 2019

2.2 **Corporate Contacts**

Additional information regarding this Request for Proposals can be obtained by contacting the following person(s) by email:

Kevin Girard, P.Eng
 Manager of Municipal Services
kgirard@kingsville.ca

2.3 **Acceptance of Proposals**

The lowest bid of any Proposal may not necessarily be accepted. The Corporation of the Town of Kingsville also reserves the right to delete any part, or parts from the Proposal without stating reasons thereof. In the event of any deletion, it is agreed that the proponents will have no claim for loss of potential profit or overhead costs.

3. PROPOSAL SUBMISSIONS

Submissions shall, at a minimum, address all of the following:

3.1 Statement of Qualifications

A statement of qualifications including the following:

- a) Expertise and experience of the firm and project team members relative to the scope of work contained in this RFP;
- b) References and samples of comparable projects completed by the Proponent within the last five (5) years;
- c) Identification and statement of qualifications of the principal(s) and all project team members who will be assigned to the projects. A description of their role(s) on the project team, and,
- d) Current workload and ability of Consultant to complete project(s) in a timely manner.

The Town of Kingsville may investigate other works performed by a Proponent as it deems necessary to determine the ability of the Proponent to perform the work. The Town reserves the right to reject any proposal if the evidence submitted by or investigation of a Proponent fails to satisfy it that the Proponent is qualified to carry out the obligations of the contract.

3.2 Understanding the Scope of Work

Proposals shall include:

- a) Acknowledgement of the Scope of Work and Deliverables;
- b) A clear description of the Consultant's approach to the project with a clear statement of work responsibilities, time commitments and proposal fees;
- c) Identification of any statutory requirements that may impact the project,
- d) A proposed project schedule, including details on project milestones
- e) A schedule of proposed man hours supporting the project schedule and fee proposal.
- f) A total proposal fee. The Proposal Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All disbursement costs for printing, telephone charges, approved travel, etc. shall be included and would be reimbursable at cost. Invoices must accompany all expenses.
- g) A description of cost control measures that will be employed to effectively handle the project budget must be included. The Consultant must specify in the proposal, the total consulting fees required to satisfy the terms of reference.
- h) Identification and detail for all costs for each stage of the work plan, by project task, specific time and cost breakdown for each major activity and workload by staff and sub consultants assigned to this project.

- i) Identification of total man hours for each stage of the work plan, by project task and staff allocated for each major activity assigned to this project.
- j) The fee structure shall be based on milestones and deliverables to the Town of Kingsville over the duration of the contract period.

3.3 Deliverables

The following shall make up the sections of the proposal document uploaded to the Town of Kingsville's electronic tendering system. Failure to upload all sections listed below will result in significant reduction in the overall scoring as described in Section 6 of this document. (Evaluation of Proposals)

- a) Introduction/Understanding of Project Scope (Max. 3 pages)
- b) Qualifications of project personnel (Max. 3 pages)
- c) Experience with projects of similar size and scope (Max. 6 pages)
- d) Project work plan, schedule, approach and methodology (Max. 6 pages)
- e) Proposal fee, manpower involvement and availability of key personnel (Max. 4 pages)
- f) Cost control measures (Max. 2 pages)
- g) Accessibility Agreement (Provided in Appendix A)
- h) Proposal Submission (Provided in Appendix B)

4. PROPOSAL COSTS

The Town is not liable for any costs incurred by the Proponents in preparing responses to this RFP or for any work performed prior to official appointment by the Town.

5. EVALUATION OF PROPOSALS

The consultant shall specify in their Request for Proposal, a detailed summary of the activities that the consultant will require the Municipal staff to carry out. Municipal Staff will have limited involvement in this project.

The proposal submission should be clear, concise and complete. The Town of Kingsville shall be the sole, final decision in the selection process.

A combined quality and cost based comparison will be used, where the Evaluation Committee weighs and combines scores of the technical and financial portion of the proposal to obtain final ranking of the proposals and recommendation for award. The criteria used to evaluate technical proposals and the points (or weights) given to each are noted below:

Criteria	Maximum Score
Fee Proposal	30
Experience with Similar Projects and Qualifications of Key Personnel	20
Understanding of Project Scope and Proposal Quality	15
Proposed Work Plan and schedule	25
Value Added / Innovative Concepts	10
Total Points	100

All proponents should carefully review this request for proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Kingsville as per the terms set out in this Request for Proposal.

6. INSURANCE

6.1 Insurance Coverage

Consultants are required to maintain the following insurance coverage for the full term of the Contract and any subsequent maintenance periods. There are to be no lapses in insurance at anytime during the Contract. Failure for the Firm to maintain its insurance current will result in the Contract being terminated.

The minimum insurance requirements of the Town of Kingsville, in Canadian dollars, shall be as follows:

6.1.1 General Liability Insurance

To an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence including but not limited to bodily injury, death, personal injury, property damage, tenant legal liability, contractual liability, cross liability/severability of interest provisions, product and completed operations coverage, Town of Kingsville's protective coverage and non-owned automobile coverage.

Coverage shall not contain any exclusions or limitations in respect of tunneling, shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson

work, collapse of any structure or land from any cause. The Tenderer shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use.

Coverage shall be endorsed to include all of the following parties listed below as additional named insureds all of whom shall also be indemnified from and against all claims, demands, losses, costs or any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit arising out of or in any way related to the performance of the Contractor's obligations under the contract.

- Corporation of the Town of Kingsville

The successful Proponent shall be responsible for any loss or losses within the deductible limit. The coverage shall be primary and the insurer will act as first loss insurer against the risk covered and not excess to any other insurance available to the additional insured.

6.1.2 Automobile Liability Insurance

The successful Proponent shall also carry coverage for a minimum of Two Million Dollars (\$2,000,000) per occurrence in third party liability insurance on the vehicles (both owned and not owned by the Firm) used in the performance of the Work inclusive for bodily injury, including death, personal injury and property damage arising from any one accident or occurrence.

6.1.3 Professional Liability Insurance

The successful Proponent shall also carry Professional Liability Insurance in a minimum of Two Million Dollars (\$2,000,000) per occurrence subject to an annual aggregate of Four Million Dollars (\$4,000,000.00).

6.2 Change in Coverage

If the Client requests, in writing, to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

6.3 Proof of Insurance

Proof of such insurance is to be submitted and filed to the Town of Kingsville contact listed in Section 2.2 of the Information to Proponents before commencing any work.

7. EMPLOYMENT INSURANCE AND WORKPLACE SAFETY AND INSURANCE ACT

The Consultant shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*. The Consultant shall, at the time of entering into a contract with the Town, provide to the

Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract require a further declaration that such assessments or compensations have been paid.

A Certificate of Clearance shall be submitted with every invoice during the project term.

The Consultant clearly understands and agrees that they are not covered by the Town of Kingsville under the Workplace Safety and Insurance Board, the *Unemployment Act*, or any Act, whether Provincial or Federal, in respect of the Consultant, their employees and operations, and shall upon request furnish the Town of Kingsville with such satisfactory evidence that he has complied with the provisions of any such Acts.

If the Consultant fails to do so, the Town of Kingsville shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Kingsville shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town is not to be deemed the employer or the supplier of a Consultant's personnel under any circumstances whatsoever.

8. OCCUPATIONAL HEALTH AND SAFETY ACT

The successful proponent shall comply with all conditions and regulations of the *Occupational Health and Safety Act* and all applicable regulations and amendments thereto and any other Federal or Provincial Statute or Local By-Law concerning safety during the term of their work on this contract. The Consultant will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

Consultants will provide the Town with documentation indicating that training in accordance with the requirements of regulation 429/07 has been provided to all of their staff who will be providing services on behalf of the Town of Kingsville. Refer to Appendix A – Contractor Accessibility Agreement. Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accesson.ca/index.aspx.

10. RESERVATION OF RIGHTS

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town, but shall have the right to withdraw a proposal once it has been submitted up to the closing date and time provided in Section 2.1 of this document.

11. ADDENDA

The Town reserves the right to issue addenda to this Request for Proposal. It is the responsibility of Proponents to review and include addenda in their submissions for any addenda issued following the issuance of this Request for Proposal.

Addendum/Addenda will typically be issued through the Town of Kingsville's electronic tendering system, Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <https://kingsville.bidsandtenders.ca> prior to submitting their Proposal and up until closing time and date in the event additional addendums are issued.

The Corporation encourages Proponents **not** to submit their Proposal **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Proponent submits their proposal prior to this or at any time prior to the closing and an addendum/addenda is issued by the Corporation, the Town of Kingsville shall **WITHDRAW** their submission. The Proponent is solely responsible to:

- i) make any required adjustments to their Proposal; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Proposal is **RECEIVED** by the Town of Kingsville no later than **11:00:00 a.m. (11:00:00 hours) local time**, on the Closing Date.

12. CONFLICT OF INTEREST

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Kingsville may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

13. CONFIDENTIALITY

The Town and the Proponent agree that the content of each response to this RFP will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFP, each Proponent agrees not to disclose, at any times, these details. Only information subject to the *Freedom of Information and Privacy Act R.S.O. 1990, C.M. 56* may be disclosed. The Town agrees to notify the Proponent should a request for information be received.

14. PRICING TO REMAIN FIRM

Pricing provided under this Request for Proposal shall remain firm for a period of sixty (60) days from the date of closing this Request for Proposal.

Final acceptance of the proposal will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions acceptable to the Town.

15. PAYMENT OF FEES

The Consultant's Proposal will provide the Town with a timeline of deliverables with their associated cost. The Town will pay the Consultant its fees based on the completion of milestones as defined within the Consultant's proposal.

The timeline provided by the Proponent will provide the number of person hours, the amount of fees, and the amount for disbursements for each task.

16. AGREEMENT

The successful Proponent will be required to enter into an agreement with the Town upon Town Council authorizing the execution of an agreement. The successful Proponent shall prepare an agreement based on the M.E.A./C.E.O. Client/Consultant Agreement for Municipal Works or a standard Consultant's agreement as an alternative as approved of by the Town.

17. PROCUREMENT POLICY BY-LAW/GOVERNING LAW

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy By-Law. By submitting a Proposal for this subject, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

18. ACCURACY OF RFP AND RELATED DOCUMENTS

The Town has provided herein information as accurately as possible, but assumes no responsibility whatsoever for the completeness or the accuracy of the information presented in this RFP or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the proposed documents other than those prepared in writing. All the information contained in this document, or from a separate written request from the Town, is subject to the provisions of this section.

19. TOWN'S RIGHTS AND OPTIONS

The Town also reserves and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP and the procurement process. By submitting a Proposal, the Consultant acknowledges and consents to the following conditions relative to the procurement process and selection of the Consultant. The Town reserves the right to:

- a) waive any technicalities or immaterial irregularities in the Proposals/Submissions;
- b) seek clarifications from any or each of the Consultants in order to fully understand the nature of the submissions and evaluate and rank the Proposals;
- c) discuss different or additional terms to those included in the RFP or received in any Proposal, and to amend or modify any terms of this RFP;
- d) postpone or change the date for receipt of Proposals or any other deadlines and dates specified in this RFP upon notice to proponents, and, a Consultant, by submitting a Proposal, agrees to be bound by any modifications made by the Town;
- e) conduct investigations with respect to the information provided by each Consultant, and to request additional evidence to support the information included in the Proposal;
- f) accept or reject, for any reason, at its sole discretion, any and all Proposals and components thereof to eliminate any and all Consultants from further
- g) consideration for this procurement and to abandon this procurement process at the Town's convenience at any time;
- h) eliminate any Consultant who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP;
- i) require Consultants to send representatives to the Town for interviews and presentations;
- j) discontinue negotiations with any Consultant.

All Proposals become the property of the Town and will not be returned.

All activities related to the Project shall be subject to the applicable laws.

Neither the Town, its staff, representatives, nor any of its consultants or agents will be liable for any claims or damages resulting from solicitation, collection, review or evaluation of Proposals.

20. PROFESSIONAL RESPONSIBILITY

The successful component will be required to seal all documents issued for the project. Only qualified and experienced engineering professionals will be considered.

21. METHOD OF SUBMISSION

All Proposals are to be completed and submitted utilizing the Corporation of the Town of Kingsville's electronic tendering system, on or before the closing date and time at the web address below.

<https://kingsville.bidsandtenders.ca/Module/Tenders/en>

No hard copies of the Proposal will be accepted or considered.

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bid submissions shall be received by the Town of Kingsville's electronic tendering system not later than **11:00:00 p.m. (11:00:00 hours)** Eastern local time, on the specified closing date. The closing time shall be determined by the Bidding System web clock.

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

21.1 Mandatory Requirements

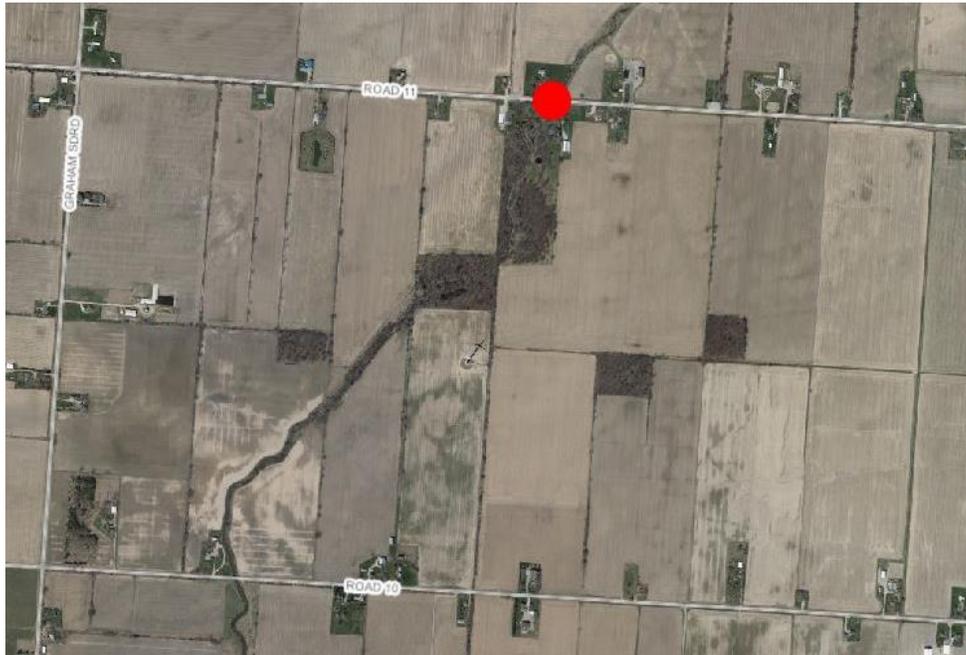
Submissions under this Request for Proposal must include all of the following documents:

- a) Vendor Accessibility Agreement (Appendix A)
- b) Proposal Submission (Appendix B)
- c) WSIB Clearance certificate

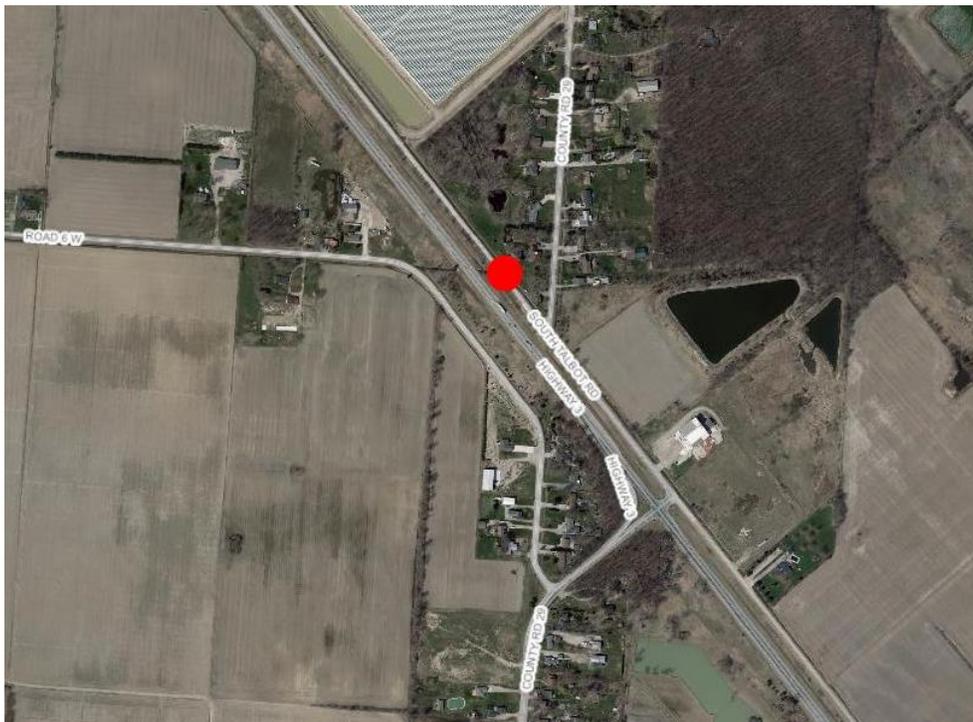
1. INTRODUCTION

The Town is currently seeking proponents for the detailed design, contract preparation and administration, and inspection services for the following structures:

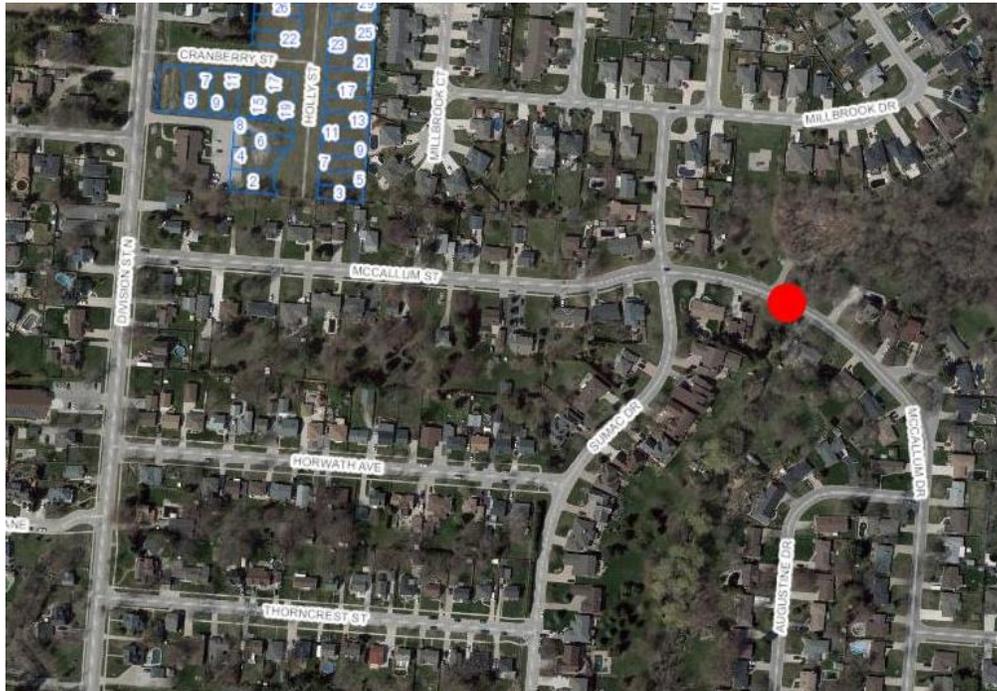
- Bridge #18 – Road 11 Bridge over Ruscom River



- Bridge #46 – South Talbot Road over No.5 Drain



- Bridge #503 – McCallum Drive Culvert over Mill Creek



An overall map of the Town displaying the location of the structures and the most current OSIM inspection reports are found in Appendix C.

2. SCOPE OF SERVICES

2.1 Project Management

The Project Management Team will consist of the Town's Project Manager and the Proponent's Project Manager.

The Proponent is requested to identify one senior individual by name, email and telephone number who will act as the Proponents primary contact with the Town with regard to all three (3) of the projects included as part of this RFP. It is the Proponent's responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

The Proponent's Project Manager will make all day-to-day decisions, address requests for information, and provide direction to design staff. The Town's Project Manager is to be:

- Kept informed of the progress regularly. It is expected that there will be a monthly progress report and a bi-monthly progress meeting for the duration of the project and that the Proponent will prepare minutes for each meeting.

- Copied on all correspondence.
- Advised of significant problems/issues, options considered and solutions adopted.
- Consulted regarding deviations from standards, specification and procedures prior to their implementation.
- Involved in any meetings with stakeholders, if applicable.
- Advised of any potentially controversial issues.
- Consulted prior to changes to the project schedule.

2.2 Agency Consultation

Agencies to be included in the consultation process include, but are not limited to:

- Major Utility Companies (ie. HydroOne, Union Gas, Bell Canada, GofieldTel)
- Essex Region Conservation Authority (ERCA)
- County of Essex
- Ontario Ministry of Culture
- Ontario Ministry of the Environment and Climate Change
- Ontario Ministry of Natural Resources and Forestry
- Fisheries and Oceans Canada (DFO)
- Aboriginal Communities
- Emergency Services

The Proponent will be responsible for confirming the list of affected agencies and for coordinating all activities and submittals with these agencies. The Proponent should expect that a design aspect that affects an Agency would have to be reviewed, commented upon and /or approved by that entity prior to its acceptance by the Town.

3. SCOPE OF WORK

The scope of work for this project is to carry out the detailed design and preparation of bid documents package, tender period services, construction period services and maintenance period services for all three (3) structures listed herein.

3.1 Project Initiation

Meet with the Town's Project Manager and other Town staff at the outset of the assignment to:

- Obtain relevant background information
- Confirm the extent of services, work program and project schedules

Following the meeting, the Successful Proponent shall submit an updated work program and project scheduled to the Town's Project Manager within two (2) weeks for approval reflecting any changes discussed.

Assemble a project contact list in consultation with the Town's Project Manager, and notify the review agencies and other stakeholders by letter or other appropriate method of communication.

3.2 Project Management

Arrange, attend, prepare and issue minutes for all meetings and provide written responses to questions raised at all meetings with Town staff, review agencies and other stakeholders. The successful Proponent shall issue correspondence resulting from the meeting (minutes, responses, etc.) within five (5) business days.

Prepare and submit plans, specifications, reports and applications to the Town, review agencies and other stakeholders to secure required approvals, permits or clearances.

Prepare and submit a monthly progress report including work completed that month, anticipated work for the following month, issues and concerns, and any potential changes to scope, budget or schedule. Reports will be submitted through the design, tender and construction period only. A final report will be submitted to the Town's Project Manager upon substantial completion of each structure. No report is required during or after the maintenance period.

3.3 Design Period Services

The successful Proponent shall prepare a detailed design for each of the preferred solutions provided in Section 4 of the Terms of Reference. The scope of work includes, but is not limited to:

- The review of existing drawings and documents provided by the Town at Project Initiation, if any available.
- Perform/provide all necessary site investigations, survey and field testing required for the detailed design of each of the three (3) structures.
- Carrying out an on-site inspection to assess if any further deterioration has occurred since the last inspection.
- Completion of a topographic survey of existing conditions.
- Arrangement of any field investigations by third party contractors, such as geotechnical. All third party services will be contracted and paid for by the Town directly.
- Meeting with the Town to discuss final design elements to be included in the tender documents.
- Contacting all Agencies and Stakeholders on the Town's behalf and provide all necessary permits/submittals.
- Finalizing design drawings and specifications to be provided to the Town.

- Providing a budgetary cost estimate and schedule for construction. To be reviewed and approved by Town of Kingsville's Council before proceeding to the Tender Period phase.

3.4 Tender Period Services

The successful Proponent shall prepare individual tender packages for each of the structures that form this RFP. The scope of work includes, but is not limited to:

- Preparation of "Issue for Tender" drawings and specifications following the final design. Town to arrange for advertising and call for tenders.
- Responding to questions from Contractors and prepare addenda as needed. Town to issue and manage all questions and addenda.
- Review of submitted tenders and preparation of tender report with recommendations for award. Town to award contract and prepare, coordinate and manage execution of contract documents with Contractor.

3.5 Construction Period Services

For each of the structures included as part of this RFP, the scope of work includes, but is not limited to:

- Preparation of "Issued for Construction" drawings and specifications and distribute to the Town and successful Contractor.
- Arrangement for and chair a pre-construction meeting with preparation and distribution of minutes.
- Calling, attending and preparation of minutes for progress site meeting approximately every two (2) weeks.
- Arrangement of pre-construction photos.
- Reviewing shop drawings and submittals from Contractor.
- Coordination with Utilities throughout contraction period, providing for any ancillary utility relocation work that may be required as construction progresses.
- Coordination of testing of materials to be integrated into the works including liaising with the Contractor as needed.
- Reviewing material testing reports.
- Preparation and issuance of construction change orders as required.
- Contract administration services including preparation of payment certificates and issuance of substantial performance.
- Coordinate and attend final walkthrough prior to issuance of substantial completion.

3.5.1 Site Investigations / Inspections and Field Reviews

Perform/provide part-time inspections services during construction period services. Inspection shall be provided for each structure at a minimum of fifteen (15) hours per week not including travel time for the entire construction period.

Additionally, periodic on-site reviews by the Engineer shall occur once (1) per week for approximately two (2) hours not including travel for the entire construction period.

If additional inspection is required for a specific structure during the construction period, the Proponent will request, in writing, an increase to the upset limit for these services during the detailed design phase of the specific structure. The Town's Project Manager has the right to deny this request.

3.6 Maintenance Period Services

For each of the structures included as part of this RFP, the scope of work includes, but is not limited to:

- Preparation, management and pursuance of Contractor to rectify identified deficiencies during one (1) year maintenance period.
- Preparation of project documentation booklet.
- Preparation of "As-Built" drawings for Town records.
- Coordinate and attend walkthrough at the end of the maintenance period.
- Preparation of final documentation such as release of statutory holdback, completion certificate, final certificate, etc.

3.7 Project Timelines

The project deadlines for the structures that make up this RFP document are found in the table below. The timelines for tendering and construction are subject to the Town of Kingsville's Council approval of budget costs provided by the successful Proponent as part of the design period services. Should Council instruct Administration to defer tendering and construction of these structures, no cost will be incurred by the Town for these services.

Structure	Structural Evaluation Report (Completed by)	Design Period (Completed by)	Tender Period (Completed by)	Construction (Completed by)
# 18	June 30, 2018	October 1, 2018	June 1, 2019	December 2019
# 46	Not Required	October 1, 2018	June 1, 2019	December 2019
# 503	Not Required	June 1, 2018	*July 1, 2018	*December 2018

* - These deadlines are firm, the Town of Kingsville's Council has approved budget allocations for both the design and construction of this structure in 2018.

4. PREFERRED METHOD / DESIGN

4.1 Bridge #18 – Road 11 Bridge over Ruscom River

The Town is proposing that this structure undergo a structural evaluation by the successful Proponent. The structural evaluation shall make up part of the design period and make recommendations for load restrictions if required. This structural evaluation will be presented in the form of a report to the Town prior to moving forward with detailed design. The structural evaluation report shall discuss the following in detail:

- The load capacity evaluation performed in accordance with The Canadian Highway Bridge Design Code: CAN/CAS-S6-14 Section 14.
- Recommendations for rehabilitation methods with probable costs.
- Recommendations for load posting (if applicable).
- Rehabilitation and replacement feasibility assessment.

Only with the Town's approval will the successful Proponent proceed to detailed design for the rehabilitation of this structure following the structural evaluation report. Rehabilitation will include, but not limited to, concrete deck repairs, waterproofing, removal and repair of deteriorated/delaminated concrete, erosion protection and any other work as recommended by the successful Proponent and approved by the Town's Project Manager.

4.2 Bridge #46 – South Talbot Road over No. 5 Drain

The Town is proposing that this structure be demolished and replaced with a pre-cast box culvert structure. These works will include all elements of replacement including, but not limited to, removals, excavation and construction of new structure erosion protection, waterproofing, road and sidewalk replacement, landscape restoration, installation of safety features and any other works recommended by the successful Proponent and approved by the Town's Project Manager.

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity.

4.3 Bridge #503 – McCallum Drive Culvert over Mill Creek

The Town is proposing that the existing pipe culvert be removed and replaced with a pre-cast concrete box culvert structure. These works will include all elements of replacement including, but not limited to, removals, excavations and construction of new structure erosion protection, waterproofing, road and sidewalk replacement, landscape restoration and installation of safety features, and any other works recommended by the successful Proponent and approved by the Town's Project Manager.

In an effort to maintain waterway flows and comply with the regions Conservation Authority, replacement structures should be constructed to like or better in terms of hydraulic flow and capacity.

5. COST AND QUALITY CONTROL

If additional work is necessary due to a change in requirements, the successful Proponent will notify the Town's Project Manager in writing immediately. No work shall be undertaken which is additional or supplemental to or in substitution of the work specified, unless approved in advance.

If necessary, a budget amendment will be approved by the Town's Project Manager once a full description of the work and rationale has been provided but the successful Proponent for the completion of this work. An approval of increased costs associated with the additional work will be required prior to proceeding.

Only one invoice per month will be accepted by the Town for the duration of the project. The invoice shall indicate the Town's file number, payment number, the actual amount billed to date versus the approved amount, along with any and all approved changes.

All Invoices shall include unit rates as listed in the proposal submitted by the successful Proponent and invoice by actual time spent by each individual.

6. DELIVERABLES / MEETING SCHEDULE

Within 2 weeks of the assignment award, the successful Proponent will submit to the Town of Kingsville, a work plan for each of the three (3) structures that make up this RFP. The plans must contain detailed description of all tasks to be performed, staff responsible for each task and activities and timetables for completing the work.

The successful Proponent will review the schedule monthly and provide an updated copy when any changes are made.

Based on the proposed scope of work, the Town anticipates two (2) in-person progress meetings/presentations per structure as part of the design period phase, not including the project initiation meeting and one (1) additional meeting for Bridge #18 for the structural evaluation report. The costs incurred from these meetings should be included in the upset limits for the respective structure on the Proposal Submission Form.

7. CONSULTANTS RESPONSIBILITY

The successful Proponent will ensure that all staff assigned to work on this project have the necessary education, experience, licenses and certifications where necessary.

APPENDIX A

ACCESSIBILITY AGREEMENT

**File No. 18-102
ENGINEERING SERVICES FOR
2018 BRIDGE PROGRAM**

**VENDOR ACCESSIBILITY AGREEMENT
REQUEST FOR PROPOSAL
(Must be returned with proposal documents)**

Proponent Name: _____

Name of Contact Person: _____ (please print)

Accessible Customer Service Training:

I confirm that all staff and subcontractors providing goods and services to the public or third parties on behalf of the Town of Kingsville have received Accessible Customer Service training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the AODA.

**Signature of Person Authorized to Bind
the Proponent Organization**

Date

APPENDIX B



PROPOSAL SUBMISSION FORM

**File No. 18-102
2018 BRIDGE PROGRAM**

I/WE _____ hereby submit this
(Company Name)

Proposal for the provision of the Goods and/or Services as described within the Request for Proposal document for

File No. MS18-102 – Bridge Design and Contract Administration

I/WE DECLARE that no person, firm or corporation, other than the one whose proper officer has submitted this Proposal, has any interest in this Proposal or in the Contract.

I/WE DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other Proponent, firm, or person making a similar Proposal and is in all respects fair and without collusion or fraud.

I/WE DECLARE that the statements contained in the Proposal are in all respect true.

I/WE DECLARE that I/WE examined the locality of the site(s) of the proposed works, as well as all the Specifications/Terms of Reference relating to them, prepared, submitted and rendered available on behalf of the Town and hereby acknowledged to be an integral part of the Contract.

I /WE have carefully examined the documents, have a clear and comprehensive knowledge of the requirements, and have submitted all relevant data.

I/WE agree, if selected, to provide those Goods/Services to the Town in accordance with the Terms of Conditions, Instructions to Proponents, Specifications and Terms of Reference contained in the Request for Proposal document and in our Proposal submission.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Request for Proposal and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to the Proposal.

I/WE agree that this Proposal is an offer which is open for acceptance by the Town until the formal Contract is executed, or a Purchase Order issued, or for 60 calendar days following the Official Closing Time, whichever occurs first, and that the Town may at any time within that period and without notice, accept this Proposal whether any other Proposals have been previously accepted or not.

I/WE confirm, upon Award, we will be able to provide insurance certificates to the Town of Kingsville, in the amounts as specified in the RFP documents.

I/WE confirm all of our employees are covered by the insurance plan under the Workplace Safety and Insurance Act, 1997, as amended and provide current Certificate of Clearance by attaching it to this form.

I/WE propose to complete the works as described in the Request for Proposal for the following Total Proposal Price including all applicable taxes in Canadian funds.

Bridge #18 – Road 11 Bridge over Ruscom River (Rehabilitation)	
Structural Evaluation Report (Flat Rate)	\$
Detailed Design Services (Upset Limit)	\$
Tender Period Services (Upset Limit)	\$
Construction Period Services (Upset Limit)	\$
Maintenance Period Services (Upset Limit)	\$
Other (Specify):	\$
Sub Total Fee	\$
Disbursements	\$
Total for Bridge #18 (not including HST)	\$

Bridge #46 – South Talbot Road over No. 5 Drain (Replacement)	
Detailed Design Services (Upset Limit)	\$
Tender Period Services (Upset Limit)	\$
Construction Period Services (Upset Limit)	\$
Maintenance Period Services (Upset Limit)	\$
Other (Specify):	\$
Sub Total Fee	\$
Disbursements	\$
Total for Bridge #46 (not including HST)	\$

Bridge #503 – McCallum Drive over Mill Creek (Replacement)	
Detailed Design Services (Upset Limit)	\$
Tender Period Services (Upset Limit)	\$
Construction Period Services (Upset Limit)	\$
Maintenance Period Services (Upset Limit)	\$
Other (Specify):	\$

Sub Total Fee \$

Disbursements \$

Total for Bridge #503 (not including HST) \$

Total for Bridge #18 \$

Total for Bridge #46 \$

Total for Bridge #503 \$

Total Proposal Price \$

Provide in the "Proposal fee, manpower involvement and availability of key personnel" section of your submission a detailed cost breakdown of the Total Proposal Price itemizing; professional fees, disbursements, per diem rates, etc.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this Proposal on behalf of our Company.

Company Name

Street Address

City/Town

Postal Code

Phone No.

E-mail address

Print Name & Title of Person Signing for the Company

Signature (I have the authority to bind the Company)

Signed at _____ this _____ day of _____, 2018

Completing this form as supplied is Mandatory – do not retype

This form shall bear a handwritten signature in ink by an officer with authority to bind the Company and must be submitted with the Proposal in the document upload section in the electronic tendering system to be considered a valid offer.

The highest scoring Proponent, the lowest cost Proposal, or any Proposal not necessarily accepted.

APPENDIX C

Bridge Inspection Report

Rd 11 Bridge Ruscom River

Road Name: Road 11
Site ID: 018
Structure Type: Prestressed Solid Slab
Owner: Town of Kingsville
Built: 1970
Length: 12.3 m
Width: 9.2 m
Spans: 1
Spans Arrange: 1 - 11.2
Feature Under: Navigable Channel
Crossing: Ruscom River
Location: 1.4km East of Graham Sideroad

Inspection Date: August-25-17
Inspector: Steve Reid, C.E.T.
Assistant: Brad Lair, Eng Student

Comments:

Construction year was estimated at 1970. The extensive leaching between the girders suggests compromised or no distribution slab. Approximately 500mm of fill has been added to the bridge deck. Recommend a structural evaluation given the added dead load to this bridge. A load restriction may be warranted. Girder damage may make this bridge not economical to repair. Bridge should be programmed for immediate rehabilitation or replacement within 10-20 years.

Recommended Investigations:

Deck Condition Survey, Load Posting, Structure Evaluation, Planning Study,

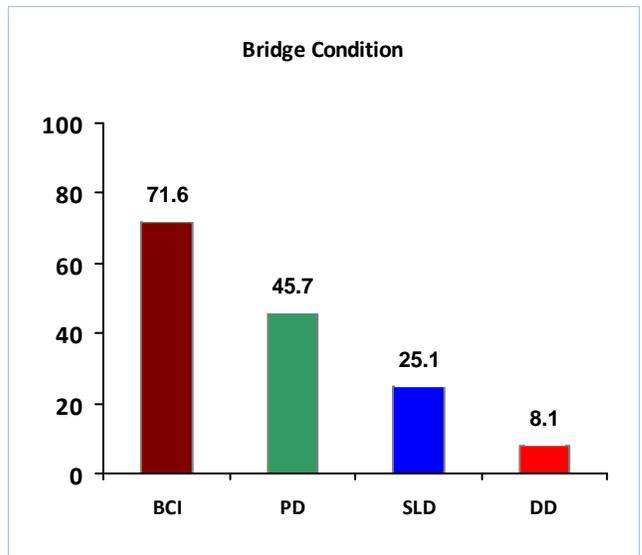
Recommended Capital Works:

WP&P, X-jnt, Replace Distribution Slab

Estimated Replacement Value: \$763,000
Estimated replacement value is based on replacement in kind
Estimated Remaining Service Life: 13 Years
Rehabilitation Year and Estimated Cost: 2018 \$259,000



AADT: 164 **Latitude:** 42.16221990
Lanes: 2 **Longitude:** -82.67136930
Skew: 10 ° **Orientation:** E-W
Speed: 80 km/h **Road Width:** 6.4 m
Trucks **Load Posting** No Posting



BCI = Bridge Condition Index MTO Calculation

PD = Parabolic Depreciation
% of remaining life expectancy

SLD = Straight Line Depreciation
% of remaining life expectancy

DD = % of Defects and Damage



Component Inspection Information

Protected ECRC Deck (1)	Defects 0.0%	
Deck Surface	Damage 2.0%	Minor Delamination
Length: 12.3 m	Maintenance None	Not Inspected
Width: 9.2 m	Capital Rec. None	
Height:	<i>Approximately 400 to 500mm of fill added to bridge deck. Doubtful there is topping slab present due to access leakage between box girders. Assume some damage to girder tops.</i>	
Soffit (1)	Defects 5.0%	Moderate Leaching/Seepage, Minor Scaling
Deck Soffit	Damage 1.0%	Moderate Spalling, Moderate Delamination
Length: 12.3 m	Maintenance None	
Width: 6.4 m	Capital Rec. None	
Height:	<i>Large spalled and disintegrated area in the NW. Extensive leaching between all girders. Scaling and shallow delaminations on most girders.</i>	
Asphalt Wear Surf (1)	Defects 0.0%	
Wear Surface	Damage 0.0%	
Length: 20 m	Maintenance None	
Width: 6.4 m	Capital Rec. None	
Height:	<i>No concerns.</i>	
Scupper & Pipe (4)	Defects 0.0%	
Deck Drains	Damage 0.0%	
Length:	Maintenance None	
Width:	Capital Rec. None	
Height:	<i>Drains penetrate curbs/parapet walls and drain directly onto the sides of the exterior girders. This has caused major damage to north exterior girder.</i>	
RC Parapet (2)	Defects 5.0%	Minor Scaling
Barrier	Damage 1.0%	Minor Spalling
Length: 18 m	Maintenance None	
Width:	Capital Rec. None	Perf Def: Inadequate Height
Height: 0.75 m	<i>These are not standard parapet walls and the height as been further nullified from the addition of fill on deck. Spalling on the interior concrete face due to lack of cover over rebars. End walls are exposed, no approach guide rail protection. Telephone utility attached to the north side.</i>	



Component Inspection Information

<p>RC Abutment Wall (2)</p> <p><i>Abutment Stem</i></p> <p>Length: 9.2 m</p> <p>Width:</p> <p>Height: 2.4 m</p>	<p>Defects 20.0% Moderate Leaching/Seepage, Moderate Scaling, Moderate Staining</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Extensive amount of leaching scaling staining due to leakage at girder ends.</i></p>	
<p>RC Wing Walls (4)</p> <p><i>Wing Walls</i></p> <p>Length: 5 m</p> <p>Width:</p> <p>Height: 1.35 m</p>	<p>Defects 5.0% Minor Scaling, Minor Leaching/Seepage</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Leaching and scaling.</i></p>	
<p>Laminated Rubber Brg (4)</p> <p><i>Abutment Bearings</i></p> <p>Length:</p> <p>Width: 0.15 m</p> <p>Height:</p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Unable to view.</i></p>	Not Inspected
<p>Spread Footing (2)</p> <p><i>Abutment Foundation</i></p> <p>Length:</p> <p>Width:</p> <p>Height:</p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p>	Not Inspected
<p>Water Channel (1)</p> <p><i>Channel</i></p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Channel alignment upstream has poor alignment, aggradation on west wall scour along east wall.</i></p>	
<p>Embankment (2)</p> <p><i>Embankment</i></p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Satisfactory condition. New ditch culvert and rip rap installed at the SE corner. Natural gas line noted on the north side of bridge.</i></p>	



Component Inspection Information

Delineator (4) Defects **0.0%**
Signs Damage **0.0%**
 Length: Maintenance **None**
 Width: Capital Rec. **None**
 Height: *Delineators at ends of parapet walls/curbs.*

Recommended Investigations

X denotes not required

Deck Conditon Survey	Enhanced Inspection	Underwater Investigation	Ice Inspection	Boat Inspection	Structure Evaluation	Load Posting	Planning Study
✓	x	x	x	x	✓	✓	✓



Capital Needs Cost Estimate Break-Down

Item	Req'd	Units	Quantity	Unit Price \$	Estimated Cost
Misc Concrete Repairs	X	m ²	0.0	\$500	\$0
Deck Concrete Overlay	X	m ²	113.2	\$350	\$0
Deck Replacement	X	m ²	113.2	\$2,000	\$0
Barrier Wall Replacement	X	m	36.3	\$1,500	\$0
Expansion Joint	✓	m	18.4	\$3,000	\$55,200
Waterproof & Pave	✓	m ²	113.2	\$200	\$22,632
Bearing Replacement	X	Count	0.0	\$5,000	\$0
Approach Guide Rail	X	m	80.0	\$200	\$0

Other Work

Replace Distribution Slab \$100,000

Structural Items Subtotal	\$178,000
Mobilization General Sitework 10%	\$18,000
Estimated Traffic Management & Civil Items	\$20,000
Contract Admin & Contingencies 20%	\$43,000
Total Rehabilitation Cost Estimate	\$259,000

Recommended Capital Work Summary

WP&P, X-jnt, Replace Distribution Slab

Recommended Capital Year **2018**

Inspection Comments

Construction year was estimated at 1970. The extensive leaching between the girders suggests compromised or no distribution slab. Approximately 500mm of fill has been added to the bridge deck. Recommend a structural evaluation given the added dead load to this bridge. A load restriction may be warranted. Girder damage may make this bridge not economical to repair. Bridge should be programmed for immediate rehabilitation or replacement within 10-20 years.



Image 35



North elevation

Image 27



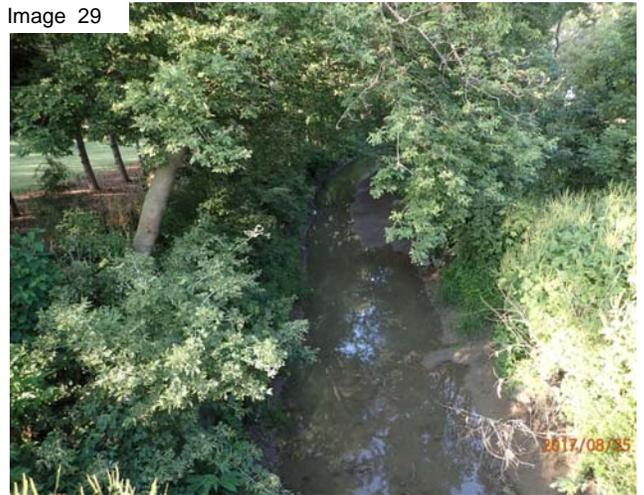
West approach

Image 28



East approach

Image 29



Upstream channel south

Image 30



Downstream channel north

Image 31



Typ wearing surface over structure



Image 32



Typ parapet wall & railing south side

Image 33



Typ parapet wall & railing north side

Image 34



South elevation

Image 36



East abutment wall & soffit

Image 37



West abutment wall & soffit

Image 38



Typ soffit detail



Image 39



Damage at bearing east end

Image 40



NW corner girder damage

Image 41



NE wingwall typ detail



Culvert Inspection Report

Old No. 5 Drain S Talbot Rd

Road Name: South Talbot Road
Site ID: 046
Structure Type: Concrete Culvert
Owner: Town of Kingsville
Built: 1930
Length: 6.6 m
Width: 3.85 m
Spans: 1
Spans Arrange: 1 - 3.25
Feature Through: Water
Crossing: Old No. 5 Drain
Location: 2.7km south of County Rd 27

Inspection Date: August-21-17
Inspector: Steve Reid, C.E.T.
Assistant: Brad Lair, Eng Student

Comments:

This deemed culvert is more likely a small buried bridge. Construction year was estimated at 1930. This structure is in need of replacement due to the poor material condition and the inadequate length. Heavy farm equipment is assumed to be travelling over this culvert. A precast box culvert is recommended as replacement structure.

Recommended Investigations:

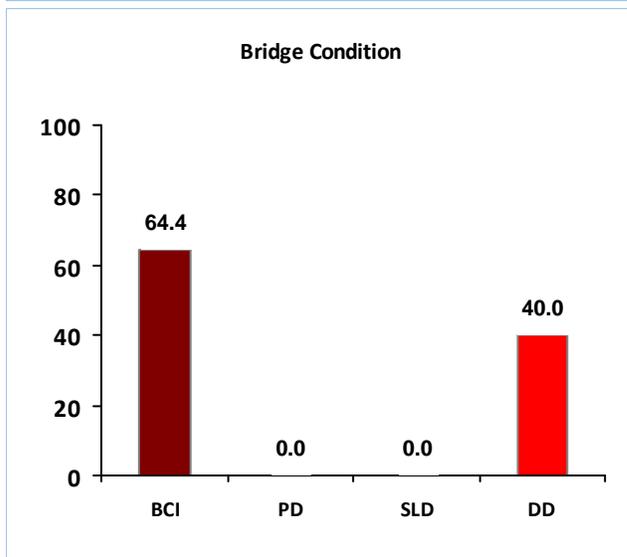
No special investigations have been recommended

Recommended Capital Works:

Replace with Concrete Culvert



AADT: 67 **Latitude:** 42.10175600
Lanes: 2 **Longitude:** -82.73600600
Skew: 20 ° **Orientation:** NW-SE
Speed: 80 km/h **Road Width:** 6 m
Trucks: **Load Posting:** No Posting
Fill: 0.3 m **H2O Depth:** 0.15 m



BCI = Bridge Condition Index MTO Calculation

PD = Parabolic Depreciation % of remaining life expectancy

SLD = Straight Line Depreciation % of remaining life expectancy

DD = % of Defects and Damage

Estimated Replacement Value: \$213,000
Estimated replacement value is based on replacement in kind
Estimated Remaining Service Life: 3 Years
Rehabilitation Year and Estimated Cost: 2020 \$330,000



Component Inspection Information

CIP RF Box Culvert (1) Conduit Length: 6.6 m Width: 3.85 m Height: 1.2 m	Defects 30.0% Moderate Scaling, Major Scaling Damage 5.0% Major Cracking, Moderate Disintegration Maintenance None Capital Rec. Replace in 3 years Perf Def: Insufficient Barrel Length <i>Wide crack continuous through walls and soffit. Major erosion along the base of walls at interface with footings. Scaling throughout the walls and soffit. Length of structure is inadequate for the travelled road.</i>
Asphalt Wear Surf (1) Wear Surface Length: 20 m Width: 5 m Height:	Defects 0.0% Damage 0.0% Maintenance None Capital Rec. None <i>No concerns.</i>
Headwall (2) Head Wall Length: 3.08 m Width: Height: 0.6 m	Defects 10.0% Moderate Scaling Damage 0.0% Maintenance None Capital Rec. None <i>Small headwalls at structure ends are in satisfactory condition.</i>
Spread Footing (2) Foundation Length: 6.6 m Width: Height: 0.5 m	Defects 20.0% Major Erosion Damage 5.0% Moderate Disintegration Maintenance None Partial Inspection Capital Rec. None <i>Partially exposed. Tops of footings have erosion and disintegration.</i>
Concrete Wing Walls (4) Inlet/Outlet Walls Length: 1.8 m Width: Height: 1.2 m	Defects 0.0% Damage 15.0% Major Disintegration, Moderate Cracking Maintenance None Capital Rec. None <i>Tops of wingwalls have major disintegration occurring and wide cracks.</i>
Water Channel (1) Conduit Channel	Defects 0.0% Damage 0.0% Maintenance None Capital Rec. None <i>No concerns.</i>



Component Inspection Information

Embankment (2) Defects **5.0%** **Minor Erosion**
Embankment Damage **0.0%**
 Maintenance **None**
 Capital Rec. **None**
Minor erosion at ends of the wingwalls.

Delineator (4) Defects **0.0%**
Signs Damage **0.0%**
 Length: Maintenance **None**
 Width: Capital Rec. **None**
 Height: *Signs in the SE and NW.*

Recommended Investigations

X denotes not required

Deck Conditon Survey	Enhanced Inspection	Underwater Investigation	Ice Inspection	Boat Inspection	Structure Evaluation	Load Posting	Planning Study
X	X	X	X	X	X	X	X



Capital Needs Cost Estimate Break-Down

Other Work

Replace with Concrete Culvert

\$250,000

Structural Items Subtotal \$250,000

Mobilization General Sitework 10% \$25,000

Estimated Traffic Management & Civil Items \$0

Contract Admin & Contingencies 20% \$55,000

Total Rehabilitation Cost Estimate *\$330,000*

Recommended Capital Work Summary

Recommended Capital Year 2020

Replace with Concrete Culvert

Inspection Comments

This deemed culvert is more likely a small buried bridge. Construction year was estimated at 1930. This structure is in need of replacement due to the poor material condition and the inadequate length. Heavy farm equipment is assumed to be travelling over this culvert. A precast box culvert is recommended as replacement structure.



Image 129



East elevation

Image 125



North approach

Image 126



South approach

Image 127



Upstream channel west

Image 128



Downstream channel east

Image 130



South wall



Image 131



North wall

Image 132



Typ soffit detail

Image 133



Crack in wall and soffit

Image 134



Erosion base of north wall & footing

Image 135



West elevation

Image 136



Typ disintegration wingwall



Culvert Inspection Report

Mill Creek Scratch Wigle Drain Culvert

Road Name: McCallum Drive
Site ID: 503
Structure Type: Soil-Steel Structure
Owner: Town of Kingsville
Built: 1980
Length: 21.6 m
Width: 3.7 m
Spans: 1
Spans Arrange: 1 - 3.8
Feature Through: Water
Crossing: Wigle Drain
Location: 0.1km East of Sumac Drive

Inspection Date: August-22-17
Inspector: Steve Reid, C.E.T.
Assistant: Brad Lair, Eng Student

Comments:

Culvert walls are perforated and backfill material is spilling in through perforated areas. If the water levels rise above the perforation line, loss of fill material will increase. Culvert needs immediate replacement as it is at risk of failure under the westbound lane. Regular monitoring of this structure and the pavement in the WBL should be maintained until time of culvert replacement.

Recommended Investigations:

No special investigations have been recommended

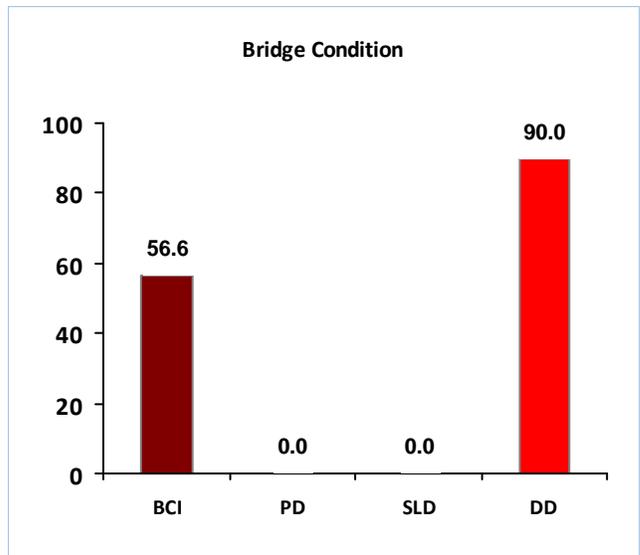
Recommended Capital Works:

New Conc culvert

Estimated Replacement Value: \$262,000
Estimated replacement value is based on replacement in kind
Estimated Remaining Service Life: 0 Years
Year of Replacement and Cost: 2018 \$359,000



AADT: 900 **Latitude:** 42.04520000
Lanes: 2 **Longitude:** -82.73335800
Skew: 0 ° **Orientation:** N-S
Speed: 80 km/h **Road Width:** 8 m
Trucks: **Load Posting:** No Posting
Fill: 0.6 m **H2O Depth:** 0.5 m



BCI = Bridge Condition Index MTO Calculation

PD = Parabolic Depreciation % of remaining life expectancy

SLD = Straight Line Depreciation % of remaining life expectancy

DD = % of Defects and Damage



Component Inspection Information

<p>CS Plate Pipe Arch (1) Conduit</p> <p>Length: 21.6 m Width: 3.7 m Height: 2.2 m</p>	<p>Defects 30.0% Major Corrosion, Critical Corrosion</p> <p>Damage 15.0% Critical Perforation, Critical Crimping</p> <p>Maintenance None</p> <p>Capital Rec. Replace in 1 year Perf Def: Load Carrying Capacity</p> <p><i>Culvert has perforated along east wall at north end for a length of approximately 5.0m, backfill is spilling into culvert through perforated wall. West wall in similar condition at north end however not as severe. Culvert is in danger of failure under WBL.</i></p>
<p>Asphalt Wear Surf (1) Wear Surface</p> <p>Length: 20 m Width: 6.5 m Height:</p>	<p>Defects 0.0%</p> <p>Damage 10.0% Moderate Cracking, Major Potholing</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Pothole in WBL due to loss of fill through perforated culvert wall. Numerous cracks in surface.</i></p>
<p>Water Channel (1) Conduit Channel</p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Debris partially blocking inlet north end. Culvert holding up to 500mm water inside.</i></p>
<p>Embankment (2) Embankment</p>	<p>Defects 0.0%</p> <p>Damage 0.0%</p> <p>Maintenance None</p> <p>Capital Rec. None</p> <p><i>Mass concrete at north end. Heavy vegetation growth at culvert ends.</i></p>

Recommended Investigations

X denotes not required

Deck Condon Survey	Enhanced Inspection	Underwater Investigation	Ice Inspection	Boat Inspection	Structure Evaluation	Load Posting	Planning Study
X	X	X	X	X	X	X	X



Capital Needs Cost Estimate Break-Down

<i>Cost of asphalt removal:</i>	\$3,200	<i>Cost of waterproofing:</i>	\$4,000
<i>Cost of dewatering:</i>	\$44,000	<i>Cost of road replace:</i>	\$21,200
<i>Cost erosion control:</i>	\$15,000	<i>Cost of SBGR:</i>	\$30,000
<i>Cost of excavation:</i>	\$12,000	<i>Cost for seeding:</i>	\$2,100
<i>Cost of existing structure removal:</i>	\$8,000		
<i>Installation Cost for Similar Size Concrete:</i>	\$102,000		

New Concrete Culvert



Structural Items Subtotal	\$242,000
Mobilization General Sitework 10%	\$27,000
Estimated Traffic Management & Civil Items	\$30,000
Contract Admin & Contingencies 20%	\$60,000
Total Rehabilitation Cost Estimate	<i>\$359,000</i>

Recommended Capital Work Summary

Recommended Capital Year **2018**

New Conc culvert

Inspection Comments

Culvert walls are perforated and backfill material is spilling in through perforated areas. If the water levels rise above the perforation line, loss of fill material will increase. Culvert needs immediate replacement as it is at risk of failure under the westbound lane. Regular monitoring of this structure and the pavement in the WBL should be maintained until time of culvert replacement.



Image 108



South elevation

Image 97



East approach

Image 98



West approach

Image 99



Downstream channel south

Image 100



Upstream channel north

Image 101



Pothole over culvert loss of fill



Image 102



North elevation inlet

Image 103



Perforations east wall fill spilling in

Image 104



East wall perforations along wall

Image 105



West wall perforations

Image 106



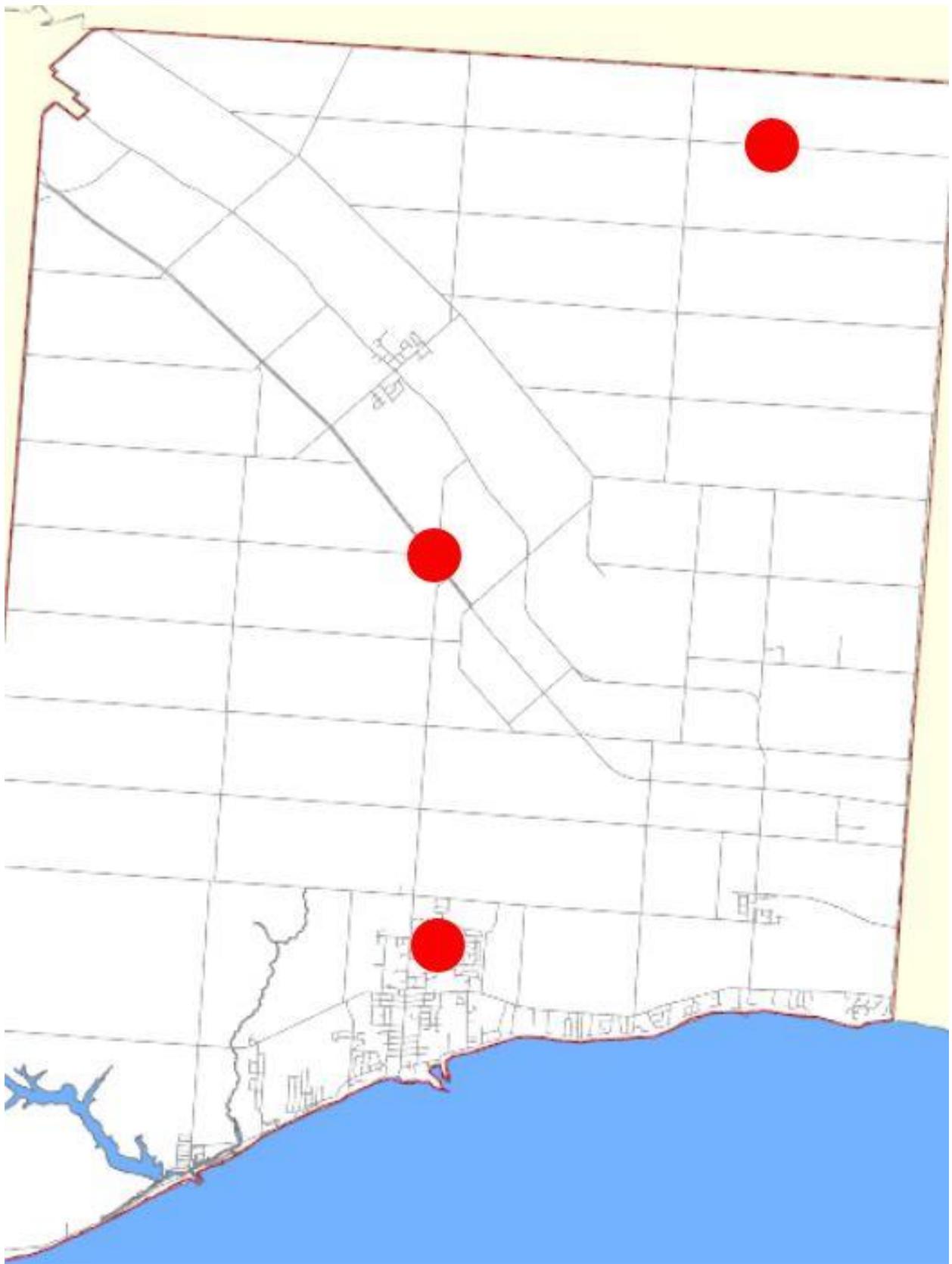
East wall total separation along wall

Image 107



Typ through from south







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

Date: February 28, 2018
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: Road 11 Water Works Petition Update
Report No.: MS 2018-08

AIM

To provide Council with an update with regards to the Road 11 Water Works Petition initiated in January 2018.

BACKGROUND

Council Report MS 2018-01 was provided to Council on January 29, 2018. This report provided Council with information regarding the 2018 water works petition that was initiated on January of 2018 following the termination of the 2017 petition.

Council authorized Municipal Services to move to the next step by retaining RC Spencer Associates to complete an Engineer's report to be presented to the petitioners and voted upon by the potential benefitting property owners in accordance with the Town's current Water Works Policy attached.

DISCUSSION

On February 27, 2018 the Road 11 Petition meeting was held at the Unico Community Centre in order to present the Engineer's report and assessment schedule to the property owners. In accordance with the Town's Water Works Policy, the meeting was held with the purpose of presenting clearly how the Engineer's Report was created and what the next steps would be in the process. Prior to the meeting, an information package was hand delivered to the potential benefitting property owners. This package can be found in the appendix.

The information meeting was an opportunity for the property owners to ask any specific questions of RC Spencer or the Town. All questions and responses were recorded in the

Comments/Concerns Sheet attached and all those in attendance can be found in the Sign-in Sheet attached.

At the end of the meeting a vote was held to determine whether the property owners were in favour of moving forward to design and tendering of the project given the information provided in the information meeting. In accordance with the Town's Water Works Policy, a majority ($\geq 50\%$) of property owners must accept and be in favour of the Engineer's report and assessment schedule for the petition to proceed to complete design and tender. The resulting vote of the petition was 9 for and 7 against. Therefore, as per the Water Works Policy, the benefitting property owners voted to moving forward with design and tendering.

Municipal Services, with Council's permission will now authorize RC Spencer to finalize the design of the approved water main and proceed to tender. As per the Water Works Policy, if the tender value is less than the estimated value of the Engineer's report that was approved by property owners at the February 27, 2018 meeting, the works will proceed without further permission from the benefitting property owners of Road 11. Whereas, if the tender value is greater, the benefitting property owners would be required to vote for the updated project costs.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

As per the Engineer's Report and assessment schedule provided, a total estimated cost for the proposed watermain, including valves, connections to existing system, private services connections and automatic flushing devise is approximately \$400,000 (excluding HST). This does not include the cost of fire hydrants which is an additional \$50,000 to be paid for by the Town as part of resolution 470-2017. A breakdown of the costs are shown below:

Engineering Estimate (includes watermain, valves, hydrants)	\$ 339,250.00
Contingencies (10%)	\$ 30,000.00
Engineering & Contract Administration	\$ 30,000.00
Engineer's Report Cost	\$ 750.00
Sub-Total	\$ 400,000.00
Property Owner Share (1/16)	\$ 25,000.00

Given the figures above, the benefitting properties will be responsible for \$25,000 (excluding HST) each, as shown in the attached assessment schedule. It should be noted that this is an engineered estimate and not the final cost. Should the project overrun or be completed under the estimated value, the final cost to the property owners will be adjusted accordingly. In addition, this estimate does not include the costs of installing the water service on private property. The property owner will be responsible to contract this service in addition to purchasing a water meter and building permit.

In the assessment schedule attached, the benefitting vacant land was assessed 50% upon installation and the remaining balance (50%) must be made payable upon water service connection as per resolution 89-2018.

In consultation with financial services, should this petition proceed to construction, the final assessment to property owners will be invoiced upon completion of the project. Two payment options will be provided to property owners as follows:

- *Pay upon invoice* - The property owners will have 45-90 days to make a payment of any or all of the invoice amount.
- *Finance on Property Taxes* – Any amount unpaid after the above invoice period will be financed on taxes. Property owners will be locked into a 10-year term at approximately 4.5% interest fixed rate (rate to be confirmed upon project completion).

Using RC Spencer's estimate of \$25,000 per property and assuming no initial payment is made during the invoicing period, the estimated financing is as follows:

- *Vacant property* - \$1,585.76 per year for ten years in addition to their yearly property tax assessment.
- *Non-vacant property* - \$3,165.50 per year for ten years in addition to their yearly property tax assessment.

CONSULTATIONS

RC Spencer Associates
Municipal Services
Financial Services

RECOMMENDATION

That Council receive the results of the 2018 Road 11 Water Works Petition vote and authorize Municipal Services to direct RC Spencer Associates to finalize the design and tendering of the proposed watermain and appurtenances in accordance with the Town's current Water Works Policy.

Respectfully Submitted,

G.A Plancke

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

Peggy Van Mierlo-West

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



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
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NOTICE OF MEETING

2018 ROAD 11 WATER WORKS PETITION File No. MS 18-201

February 16, 2018

TO: All Affected Property Owners

A new request to commence a Water Works Petition has been filed with the Town following the termination of the 2017 Road 11 Water Works Petition. A map of the potential benefitting properties is enclosed. You will note that the newly proposed watermain has been requested along Road 11 from North Talbot Road approximately 2.14 kms east to 130 Road 11. Included in the petition documentation were the provisions listed below:

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

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

Received by the clerk on January 22, 2018 was the circulated petition with 10 signatures out of the 16 potential benefitting properties representing overall participation of 62.5%. In accordance with the Water Works Policy, a majority of properties listed on the petition (Greater than 50%) signed the petition and approval was received by Council to obtain an Engineer's Report on behalf of the Petitioners. The Town has continued to retain RC Spencer for this water works petition.

Attached is the Engineer's Report with the accompanying Assessment Schedule. Costs have been assessed to all the residents of Road 11 who would benefit from the water main, sharing equally in the cost of the installation (not just those residents who signed the original petition).

The total estimated cost for the proposed water main, including valves, connections to existing system, private service connections and automatic flushing

device is approximately \$400,000 (excluding HST). This does not include the cost of fire hydrants which is an additional \$50,000.00 to be paid for by the Town. A breakdown of these costs are shown below.

Engineering Estimate (includes watermain, valves, hydrants)	\$ 339,250.00
Contingencies (10%)	\$ 30,000.00
Engineering & Contract Administration	\$ 30,000.00
Engineer's Report Cost	\$ 750.00
Sub-Total	\$ 400,000.00
Property Owner Share (1/16)	\$ 25,000.00

Given the figures above, the benefitting properties will be responsible for \$25,000.00 (excluding HST) each, as shown in the attached assessment schedule. It should be noted that this is an engineered estimate and not the final cost. Should the project overrun or be completed under the estimated value, the final cost to the residents will be adjusted accordingly.

As per the Town's Water Works Policy flowchart attached, the Town of Kingsville is holding a public information session for Property Owners to voice their concerns, ask questions of the Town or Engineer, and to vote for or against moving to the next step. The next step would be to obtain pricing from Contractor's in accordance with the Town's procurement policy. Should the vote result in termination of the proposed water works petition, only the property owners that have signed the petition shall be responsible to pay the costs of the engineer's report. The cost of the engineer's report, as noted in the above calculation is \$750.00 plus HST. Therefore, split equally amongst the 10 petitioners that signed the petition, each would be responsible for \$75.00 plus HST.

The information session and vote will take place on:

DATE: Tuesday, February 27th, 2018

TIME: 7:00 p.m.

LOCATION: Unico Community Centre
37 Beech Street, Kingsville

As an Owner affected by the petition, you are requested to attend at such time and place. If you are not able to attend, please notify Kevin Girard by phone at (519) 733-2305 ext. 230. If you do not notify the Town, the meeting will proceed in your absence and a vote against the petition will be submitted on your behalf.

Where multiple Owners are listed on the Assessment Schedule for a single property, all of those individuals are required to submit a vote in order for the vote to be counted. **Each Property Owner will also be required to show valid proof of identification to verify identity for purposes of voting at the public meeting.** No

votes will be accepted after the conclusion of the February 27th, 2018 meeting and proxy votes will not be accepted.

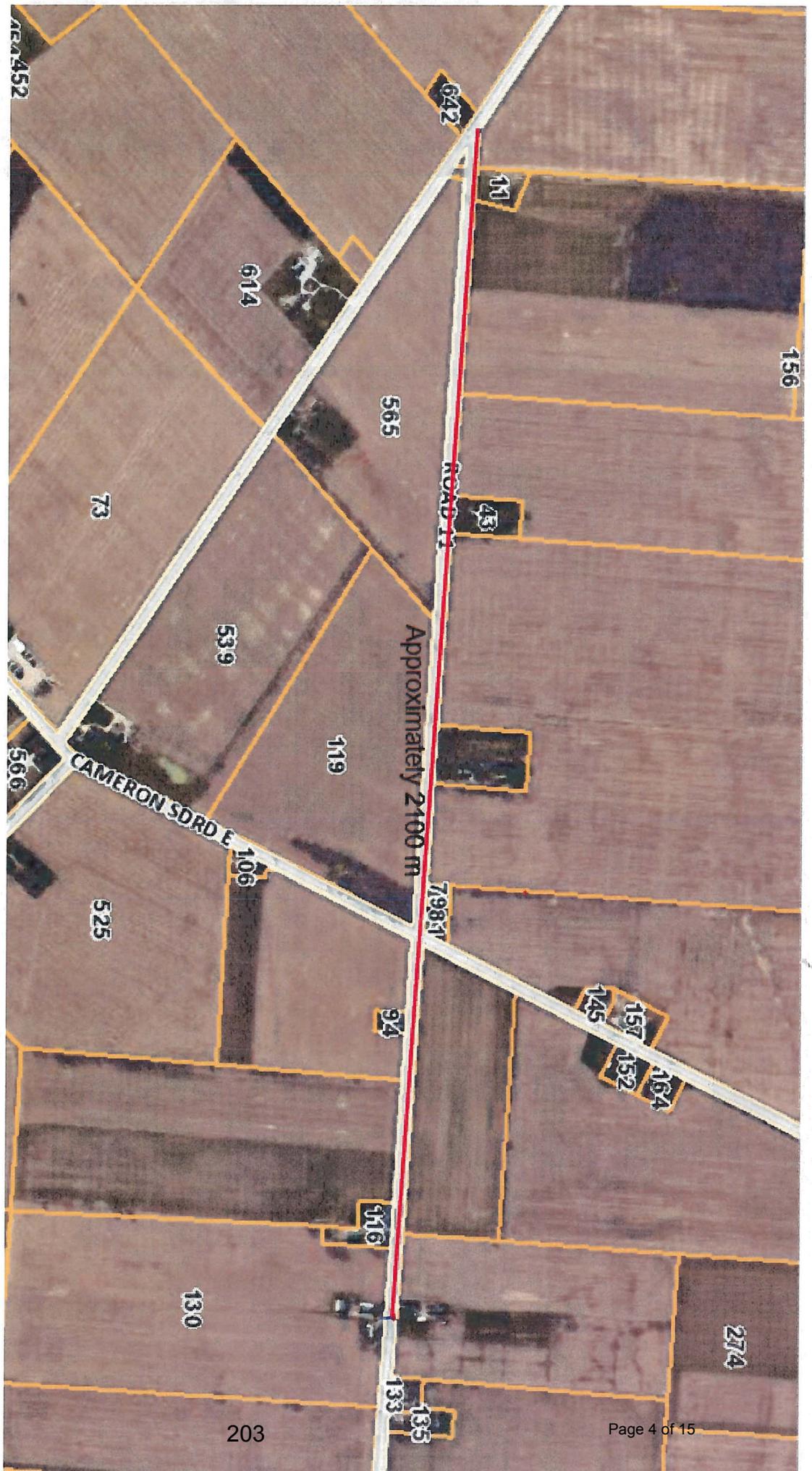
Yours very truly,

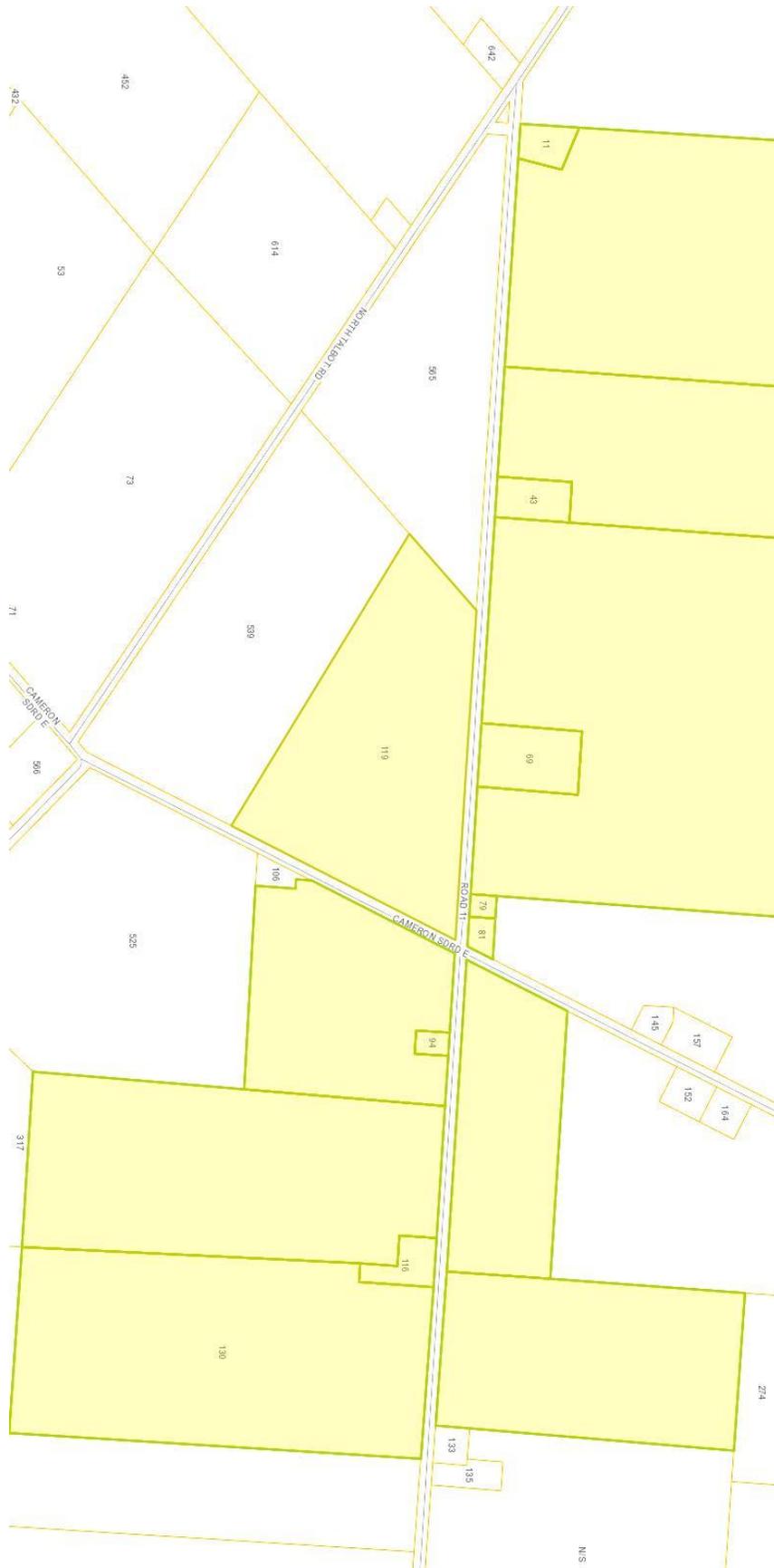
A handwritten signature in black ink, appearing to read 'K. Girard', written over a horizontal line.

Kevin Girard, P.Eng
Manager of Municipal Services

Enclosed:

- *Map of Proposed Watermain*
- *Map of Assessed Properties*
- *RC Spencer's Engineer's Report*
- *Assessment Schedule*
- *Town of Kingsville's Water Works Policy*
- *Water Works Policy Flow Chart (the step we are on is highlighted)*







15 February 2018
 File No. 17-645

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

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

Re: Revised Engineer's Report for
Council's Consideration
Road 11 Watermain Revised Petition
North Talbot Road to Mun. No. 130 Road 11.
Town of Kingsville

Dear Sir:

As requested, we provide the following Engineer's Report in response to a property owner's petition request to commence the Water Works Petition process for the installation of a new 150mm diameter watermain from North Talbot Road to Municipal No. 130 on Road 11 in the Town of Kingsville.

Our preliminary design of this 2.14km watermain places the main in the north grassed boulevard outside of the roadway. At North Talbot Road, an existing 150mm diameter water valve will be used for connection. The main will be terminated with a fire hydrant just east of the service for Num. No. 130 residence.

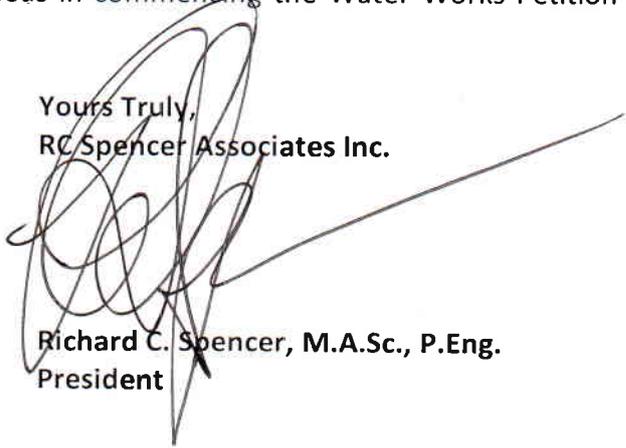
Our preliminary cost estimate for the supply and installation of the 150mm diameter watermain, including valves, connections to existing systems, individual water services and an automatic flushing device, is as follows:

a) Watermain Construction	\$ 339,250.00
b) Contingencies (10%)	\$ 30,000.00
c) Engineering & contract administration	\$ 30,000.00
d) Engineer's Report Cost	\$ 750.00
Total	\$ 400,000



This includes services for the 16 petitioned properties. Based on an equal sharing (1/16) of the total project cost by the 16 property owners, each property owner will pay \$25,000.00 (plus HST). Additionally, the estimated cost of the 7 hydrants, to be borne by the Town, is \$50,000.00.

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



Yours Truly,
RC Spencer Associates Inc.

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

cc: Andrew Plancke

**Road 11 E Water Main
Petitioners Assessment Schedule**

****Revised on February 16, 2018**

NAME OF PETITIONER		ADDRESS		CONC. LOT OR PLAN NO.	ASSESSMENT TO RESIDENT	50% DEFERAL (VACANT PROPERTIES)	ENGINEER'S REPORT COST (+ hst)	ANNUAL PAYMENT ON TAXES - 10 YEARS @ 4.5%
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43	ROAD 11	CON 11 PT LOT 7	\$25,000.00		\$75.00	\$3,165.50
VRIESACKER DOROTHY	VRIESACKER ROBERT		ROAD 11	CON 11 PT LOT 8	\$25,000.00	(\$12,500.00)		\$1,585.76
DAMM MICHAEL STEVEN	MESSIER (DAME) STEPHANIE	69	ROAD 11	CON 11 PT LOT 8 RP 12R6676	\$25,000.00			\$3,165.50
SAWCHUCK KIMBERLEY LOUISE	SAWCHUK WILLIAM JOHN	79	ROAD 11	CON 11 PT LOT 9	\$25,000.00			\$3,165.50
KERR MARY		81	ROAD 11	CON 11 PT LOT 9 RP 12R12104	\$25,000.00		\$75.00	\$3,165.50
BIRCH DONALD WILMOT			CAMERON SDRD	CON 11 PT LOT 9 RP 12R11733 PART 1	\$25,000.00	(\$12,500.00)	\$75.00	\$1,585.76
BIRCH MARY		116	ROAD 11	CON 10 PT LOT 9 RP 12R10012 PART 1	\$25,000.00		\$75.00	\$3,165.50
BIRCH DONALD WILMOT			ROAD 11	CON 10 PT LOT 9	\$25,000.00	(\$12,500.00)	\$75.00	\$1,585.76
WINTERMUTE JOHN NEAL	WINTERMUTE LINDA DIANNE	94	ROAD 11	CON 10 PT LOT 9	\$25,000.00		\$75.00	\$3,165.50
BIRCH DONALD WILMOT			ROAD 11	CON 10 PT LOT 9 RP 12R13249 PART 1	\$25,000.00	(\$12,500.00)	\$75.00	\$1,585.76
**ELFORD JAMES MILTON		119	CAMERON SDRD E	CON 10 PT LOTS 8 & 9	\$25,000.00		\$75.00	\$3,165.50
VRIESACKER ROBERT	VRIESACKER JERRY		ROAD 11	CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	\$25,000.00	(\$12,500.00)		\$1,585.76
BIRCH DONALD WILMOT			ROAD 11	CON 11 PT LOTS 9 & 10	\$25,000.00		\$75.00	\$3,165.50
KERR TODD JEFFREY DONALD		130	ROAD 11	CON 10 PT LOT 10	\$25,000.00		\$75.00	\$3,165.50
RIVAIT VICTOR	RIVAIT LORRAINE IRENE		ROAD 11	GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	\$25,000.00	(\$12,500.00)		\$1,585.76
RIVAIT RICHARD	RIVAIT SHEILA	11	ROAD 11	GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	\$25,000.00			\$3,165.50
TOTALS					\$400,000.00	(\$75,000.00)	\$750	

WATER WORKS POLICY

1. Watermain Petition

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

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

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

2. Authorization of Water Works

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

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

3. Acceptance of Tender

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

4. Payment of Costs

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

5. Assessment of Water Works

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

6. Exceptions of Water Works

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

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

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

7. Installation of Private Service Connections

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

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

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

All residential construction shall be 3/4" diameter private service connections the normal 3/4" household connection and shall be charged out on the basis of the actual cost to the Town. The property owner is required to deposit with the Town an amount of \$1,000.00 prior to any work being commenced.

8. General

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

APPENDIX – 1

WATER WORKS POLICY

Legal Authority:

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

Definition:

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

Computation of Water Works Rate

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

Cost of Existing Works

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

APPENDIX – 1

WATER WORKS POLICY – (Continued)

Apportionment

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

Exception from Rates

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

APPENDIX – 2

WATER WORKS POLICY

PETITION FOR WATER WORKS

To: The Mayor and Municipal Council

Town of Kingsville

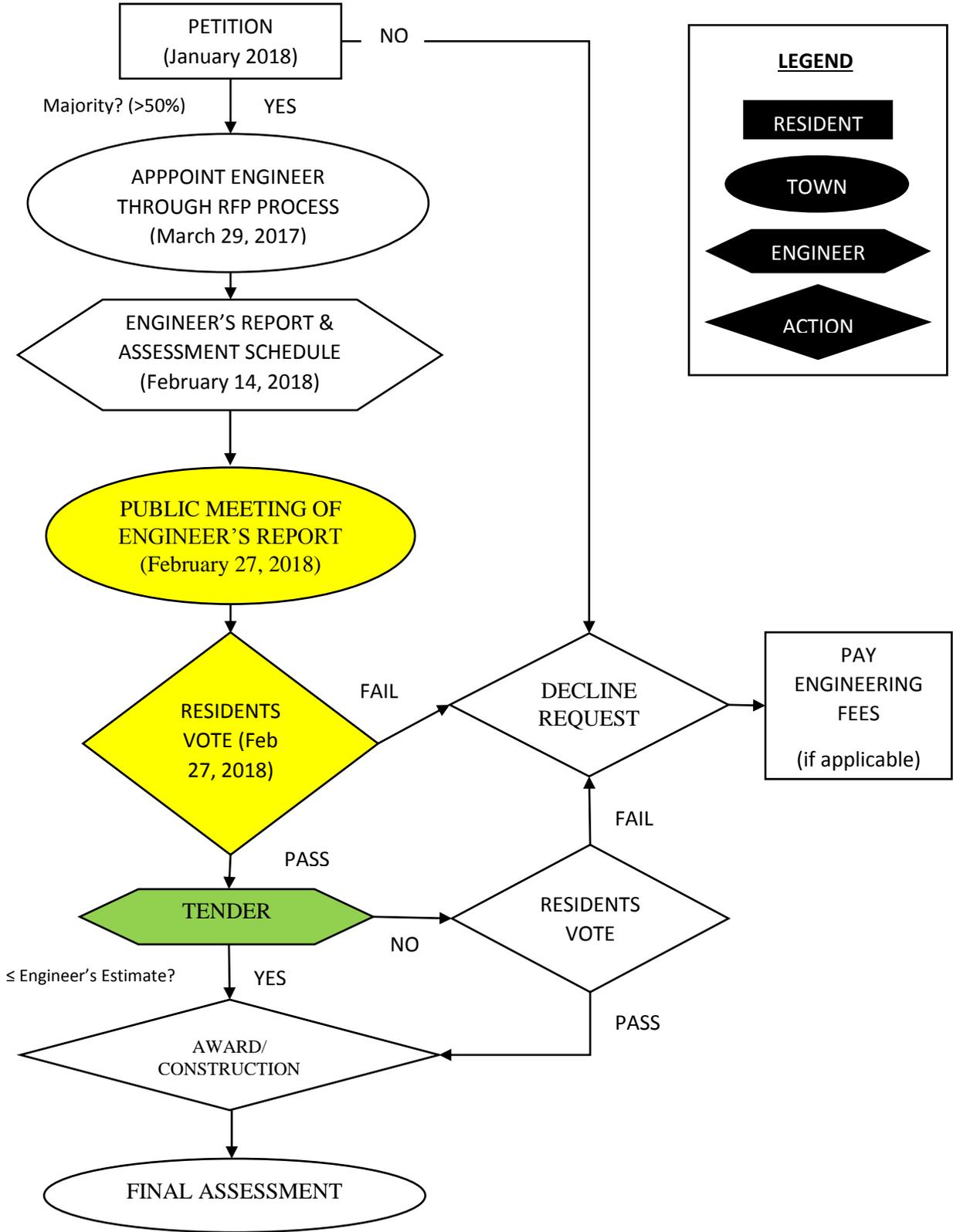
WE HEREBY PETITION that Council of the Town of Kingsville authorize the preparation of an engineer's report for the installation of water works for the area described below:

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

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

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

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





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

INFORMATION SESSION – February 27, 2018
ROAD 11 WATER WORKS PETITION
PRESENTATION OF ENGINEER'S REPORT & ASSESSMENT SCHEDULE

SIGN-IN SHEET

Name	Address	Phone Number
Mary Bar	51 E Rd #1	
Mary Birch	116 Rd 11	
Phil & Gail Lykoff	43 Rd 11	
Becker	130 Rd 4	
Dono thy, Robert Jerry Vriesacker	RR #2 Woodslee	
Aaron Brown	18 TALBOT ST. W. SA CHARLESTON RC SPENCER	
Suzela Wintersmuth	94 Rd 11 R.R. 2 Woodslee	
J. Michael Wintersmuth	94 Rd 11 R.R. 2 Woodslee	
James Elford	119 Cornelia Side Rd	



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INFORMATION SESSION – February 27, 2018
ROAD 11 WATER WORKS PETITION

Questions/Concerns

Name (First and Last)	Question/Concern
<p>Phil Lykoff 43 Road 11</p>	<p>If the Project cost comes in at \$27,000 after the watermain is installed, will we have to pay the additional cost? <i>Yes, once approved by benefitting property owners, the costs of overages of the project will be borne by the property owners, but a significant amount of contingency (10%) is built into the contract costs to help mitigate this risk.</i></p> <p>Could we have the main tie in at Cameron/North Talbot rather than Road 11/North Tallbot? <i>Because this Water Works Petition running line was chosen by the petitioners, this is the running line that must be considered as part of these discussions. Also, this project would be required to have similar length with fewer properties, thus increasing the per property costs. In addition, the main would require a “T” shape in order to accommodate the properties both east and west of Cameron on Road 11. This will create two dead ends on the main, this is not ideal and would require more maintenance and an additional flushing device.</i></p>
<p>Mary Birch 116 Road 11</p>	<p>Can agricultural land that only has a barn on it be deemed vacant land? <i>The Town considers vacant land to be any land that has no potential for connecting to the watermain. Any property that has the potential (ie. barn) will be assessed the full amount. These properties have been investigated by the Planning and Municipal Services (MS) Department.</i></p> <p>What is the time frame if the project is approved tonight by the property owners? <i>First, Council will need to authorize MS to proceed to design and tender. Following this approval, the design and tender preparation will take 4-6 weeks. The tender period will be approximately 2-3 weeks and a report for</i></p>

	<p>award will be required if the tender value is below the engineer's estimate which could take another 2-3 weeks. If it is above, the property owners will be required to vote again on additional costs.</p>
<p>Robert Vriesacker Road 11</p>	<p>I have two agricultural properties with no buildings, if I build a house on these properties in the future, can I hook up? Building a home on these properties is subject to the Planning Department's rezoning of these properties to a residential designation. If the properties are successful in becoming zoned residential, upon application of a building permit, a flag will be raised and the balance 50% of the watermain costs will be assessed to the property owner at that time. I don't think I should be assessed if I may never hook up to this water then. As stated before, the Town assesses these properties based on the potential to tie in. So if a barn was built or the like, you will have this opportunity to tie into the system. This is why you are assessed. If they ever put water down the 12th will I be assessed there too? The only properties that are assessed as part of a petition under the policy are properties that don't already have availability to water. Since the Road 11 watermain would provide you with this availability, you can't be assessed again for that property.</p>
<p>Gale Lykoff 43 Road 11</p>	<p>Are we assuming all costs for fire hydrants? No, the costs of fire hydrants has been committed by Council. Why are the fire hydrants \$50,000 for half the project when it was \$60,000 for the last stretch? The engineer put this estimate together. It is likely due to the fact that buying larger quantities equate to more savings. (ie. buying in bulk reduced unit costs). How much did it cost when they put the water down Road 10 and 9? Those projects were completed with much of the cost being borne to Union water installing the transmission line to Lakeshore. Those residents had a cost sharing with Union water and only had to pay the costs of the services off of the transmission line, resulting in lower costs.</p>
<p>Linda Wintermute</p>	<p>Will property values go up if water is installed to my property? Would it recoup these costs?</p>

<p>94 Road 11</p>	<p>This should be consulted with your realtor. The Town cannot guarantee that your property will go up in value.</p>
<p>Jerry Vriesacker Road 11</p>	<p>Do residents have to opportunity to go to Council? And is the information/comments presented here tonight get communicated to Council. Yes, a delegation request can be made to appear in front of Council by consulting the Town's Corporate Services Department. In addition, all comments and questions with answers are provided to Council as part of the Council report. There is a by-law that requires looping, why isn't this watermain looped? There is no by-law for this initiative. It is a clause under the Safe Water Drinking Act that requires a main, where possible, to be looped. Because the closest watermain to loop is over 2km away from the termination point of this running line, it is not plausible/economical. But the Town will require an automatic flushing device to be included in this project to keep chlorination water levels adequate for safe water. Because the main is being installed only 6 feet deep, will this impact drainage works in the future if they put a drain down our road (north side)? No, there is a municipal drain on the opposite side of the road, if roadside drains on the north side are ever installed, those would drain to the municipal drain and they would not be deep enough for frost to impact the watermain. In addition, the main is a 6" diameter main with an automatic flusher, so the likeliness of this main freezing is highly unlikely. For Council/Information: This is an arbitrary running line chosen by the petitioner to manipulate the number of votes to ensure this watermain petition goes through. If I would have chosen the running line to be two properties east, the petition would fail. For this reason, because of MOE guidelines for safe drinking water and the high cost, I feel Council should not approve this project.</p>
<p>Neal Wintermute 94 Road 11</p>	<p>This project will only bring water to the property line? Yes, water will be brought to the property line and the costs associated with running it from the property line to your house on private property, is the Owners responsibility. In addition, you will be required to obtain a water meter and building permit to complete this work. Why is the contingency value \$30,000 this year and it was \$20,000 last year for double the project? There may have been some consideration from the Engineer that required additional contingency value, but</p>

	<p>the contingency is a value in case something doesn't go as planned during construction, if not used, it will not be charged to the property owners.</p> <p>If inspection from the Engineer is so expensive, cant we just do without?</p> <p>The inspector is a requirement of the Town during construction projects. The inspector helps the Town with two main tasks, first, they ensure that all materials are installed to required specifications to make sure it's installed properly. Secondly, the inspector is a means for cost control to ensure that quantities and work is being tracked. This way contractors cannot claim additional expenses when it has been verified by an Engineer.</p> <p>Engineering costs are \$30,000, but we've already paid engineering last year.</p> <p>The original agreement with the Town and RC Spencer is the complete design, tender, inspection and contract administration for \$51,000 plus tax. The engineering that took place last year was \$21,000. RC Spencer has ensured that Engineering work from this point to project completion will be within budget of the \$51,000, hence the balance included in the letter of \$30,000.</p>
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2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: March 27, 2018
To: Mayor and Council
Author: Tim Del Greco, Manager of Facilities and Properties
RE: 37 Walnut Street Lease Agreement
Report No.: MS 2018 - 09

AIM

To seek Council approval to terminate the lease agreement for the municipal property located at 37 Walnut in December of 2018. Further, to inform Council of plans to demolish and subsequently develop the premises in 2019.

BACKGROUND

In 2009, the Town purchased 20 Chestnut, 35 Chestnut and 37 Walnut from Delmor Holdings. The intent of this purchase was to expand the adjacent municipal parking lot that currently serves the Kingsville Library at 40 Main Street West. Prior to this purchase, Patterson Taxi was leasing the premises at 20 Chestnut from Delmor.

As a result of the above, a new lease agreement was formed between the Town and Patterson's which stipulated that Patterson's would move their operations from 20 Chestnut to 37 Walnut in order to facilitate the first phase of parking lot expansion. This lease agreement had an expiry date of December 31, 2015 with the option of a 2 year extension until December 31, 2017. This agreement has now expired and we are currently operating on a month-to-month basis.

The premises at 37 Walnut includes a house which serves as a dispatch center for Patterson Taxi as well as five parking spaces.

DISCUSSION

The house at 37 Walnut is aged and showing wear. Cosmetically the interior is in poor shape due to lack of proper care and maintenance. As well there are structural issues that are beginning to appear and would need to be addressed prior to entering into a new lease agreement for the usage of this house. Examples of these issues include:

- Deterioration of foundation walls

- Sagging floor joists and evidence of rotting/cracking
- Possible sagging in roof trusses
- Sections of roof shingles in poor shape
- Window frames rotting requiring replacement
- Poorly insulated crawl space resulting in water line damage during winter
- Interior ceiling requiring reinforcement
- Flooring missing throughout with sub-floor exposed
- Restoration and repainting of interior walls

Considering the costs that would be associated with the above repairs in conjunction with the original intent of purchasing this property to secure future municipal parking lot development, it would seem appropriate to cease rental operations at this location.

Further, demolition and subsequent parking lot expansion could be budgeted for and facilitated in 2019 creating an additional eight to ten parking spaces.

The following appendices are attached to this report for your reference:

- Appendix A – 2008 site map
- Appendix B – 2017 site map
- Appendix C – Original lease agreement
- Appendix D – Comments via email from Peter Valore, Chief Building Official

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

\$6,000 in rent money is collected annually from Patterson Taxi.

It is estimated that restoration of the property to adequate standards would cost in the range of \$50,000 - \$70,000, however this is simply an estimation at this point. Accurate costing would have to be obtained through contractor quotes.

CONSULTATIONS

Kingsville Administration
Patterson Taxi

RECOMMENDATION

That Council authorizes the Manager of Municipal Facilities and Property to provide the tenant with notice to vacate the building located at 37 Walnut Street before December 31, 2018, and that the cost for removal of that building be included in the 2019 capital budget deliberations.

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

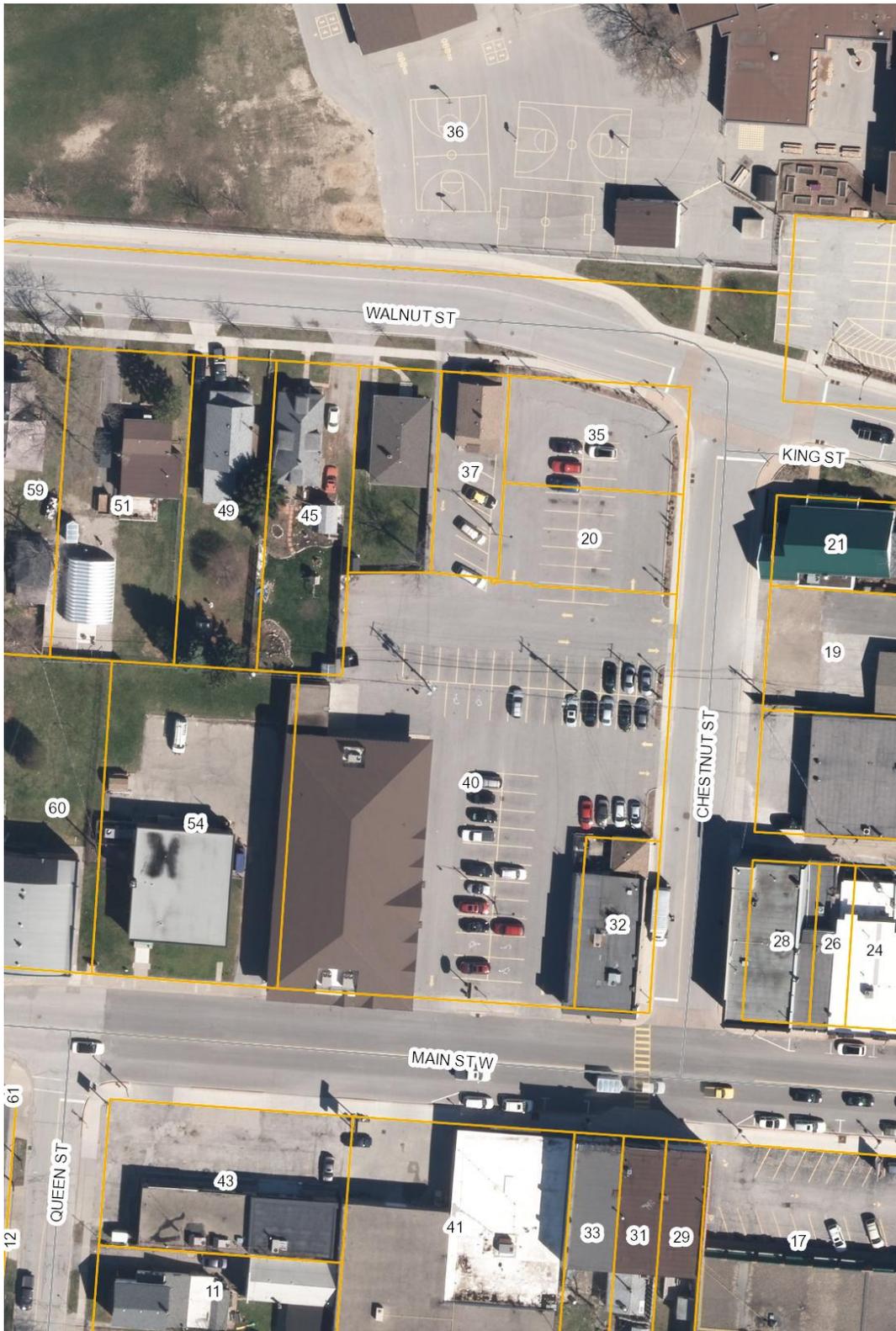
Peggy Van Mierlo-West

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

APPENDIX A



APPENDIX B



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 16 - 2009

*Being a by-law for The Corporation of the Town of
Kingsville to enter into an Agreement to
Amend/Extend a Rental Agreement with
981392 Ontario Limited o/a Patterson Taxi*

WHEREAS the Council of The Corporation of the Town of Kingsville deems it expedient for the Mayor and Clerk to enter into an Agreement to Amend/Extend a Rental Agreement with 981392 Ontario Limited o/a Patterson Taxi.

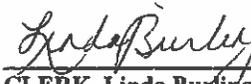
NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Municipality enters into and executes the Agreement to Amend/Extend a Rental Agreement with 981392 Ontario Limited o/a Patterson Taxi, shown as Schedule "A" attached to this by-law.
3. **THAT** the Mayor and Clerk are hereby authorized and directed to execute the Agreement to Amend/Extend a Rental Agreement hereto attached as Schedule "A" on behalf of The Corporation of the Town of Kingsville.
4. **THAT** this by-law shall come into force and effect upon third reading and being finally passed.

READ a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 13th day of July, 2009.



MAYOR, Nelson Santos



CLERK, Linda Burling

SCANNED
DATE: 7/12/2009
SIGN: CH

AGREEMENT TO AMEND/EXTEND A RENTAL AGREEMENT

B E T W E E N:

**981392 Ontario Limited o/a Patterson Taxi
(hereinafter called the "Tenant")**

-and-

**The Corporation of the Town of Kingsville
(hereinafter called the "Landlord")**

WHEREAS the Tenant entered into a Rental Agreement with Delmor Holdings (Windsor) Limited to rent the premises known municipally as 20 Chestnut Street, Kingsville, Ontario, for a term of five (5) years commencing January 1st, 2007;

AND WHEREAS the Landlord purchased 20 Chestnut Street, Kingsville, Ontario from Delmor Holdings (Windsor) Limited;

AND WHEREAS Delmor Holdings (Windsor) Limited assigned its interest in the Rental Agreement between it and the Tenant to the Landlord;

AND WHEREAS the Landlord wishes to demolish the building located at 20 Chestnut Street, Kingsville, Ontario to construct a municipal parking lot;

AND WHEREAS the Tenant has agreed to relocate its operations to 37 Walnut Street, Kingsville, Ontario which is also owned by the Landlord (the "Rental Premises") as soon as possible after July 3, 2009;

AND WHEREAS the parties have agreed to amend and extend the terms of the Rental Agreement between the Tenant and Delmor Holdings (Windsor) Limited which Rental Agreement is attached hereto and shown as Schedule "A";

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Rental Agreement shall be extended until December 31, 2015.
2. The Tenant shall continue paying rent to the Landlord in the amount of Five Hundred (\$500.00) Dollars per month until December 31, 2012.
3. The monthly rent shall increase to Six Hundred (\$600.00) Dollars commencing January 1, 2013 and continuing until December 31, 2015.
4. In addition to the monthly rent, the Tenant shall be responsible for paying the following expenses pertaining to the Rental Premises: all utilities and municipal taxes and maintenance and repairs to the interior of the Rental Premises including, but not limited to, the heating and cooling unit, hot water tank and any other appliances.
5. The Tenant shall also be responsible to keep the Rental Premises in a good state of cleanliness and to remove any refuse and to cut the grass in accordance with the municipal Property Standards By-law.
6. The Tenant shall provide the Landlord with proof of public liability insurance and tenant's insurance coverage satisfactory to the Landlord which insurance shall name the Town as an additional insured.

7. The Tenant agrees to vacate 20 Chestnut Street, Kingsville, Ontario and relocate its operations to 37 Walnut Street, Kingsville, Ontario no later than the 31st day of August, 2009 on the understanding that the Landlord will be demolishing the building located at 20 Chestnut Street.
8. The Landlord shall be responsible for maintaining the roof and outside exterior walls and for providing snow removal when the public parking lots are being cleared.
9. The Landlord shall provide the Tenant with five (5) designated paved angled parking spaces as shown on the sketch - Option One – Parking Layout with Land Acquisition attached hereto and shown as Schedule “B”. The Tenant agrees that it shall use Walnut Street for ingress to and Chestnut Street for egress from the Rental Premises.
10. Provided that the Tenant is not in default of any of its obligations under the terms of the Rental Agreement or the Agreement to Amend/Extend the Rental Agreement, the Landlord agrees to grant to the Tenant, an option to renew for an additional term of two (2) years on the same terms and conditions as contained in the Rental Agreement as amended, save and except for the monthly rent which shall be the subject of further negotiations between the parties. In order to exercise the said option to renew, at least six (6) months prior to the expiry of the extended term, the Tenant must deliver to the Landlord written notice that the option to renew is being exercised, failing which the said option to renew shall be null and void.

11. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
 12. This Agreement shall be governed by the Laws of the Province of Ontario.
 13. If any portion of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid portion(s) shall be severed from the remainder of this Agreement.
-

IN WITNESS WHEREOF the parties have duly executed this Agreement this 13th day of July, 2009.

**981392 Ontario Limited
o/a Patterson Taxi**

Per: 

**I have authority to bind
the Corporation.**

**The Corporation of the Town
of Kingsville**

Per: 

Nelson Santos, Mayor

Per: 

Linda Burling, Clerk

Rental Agreement

Between;

981392 Ontario Limited O/A Patterson Taxi
Hereinafter called the Tenant

-and-

Delmor Holdings (Windsor) Limited
Hereinafter called the Landlord

The Tenant hereby agrees to rent from the Landlord a building located at 20 Chestnut Street, Kingsville Ontario for a term of Five (5) years commencing January 1, 2007 and ending December 31, 2012.

The Tenant agrees to pay to the Landlord a rent of Four Hundred and Fifty Dollars (\$450) per month on the first day of each month for the first two years of the term, then a rent of Five Hundred Dollars (\$500) per month on the first day of each month for the balance of this agreement.

The Tenant hereby agrees that he is taking the property in as is condition, save and except that the Landlord warrants that the heating, plumbing and electrical is in good working order at the time of the Tenant taking possession of the property.

It is agreed that the Tenant shall be entitled to take possession of the premises December 1, 2006 free of rent except for utilities (hydro, gas and water), which the Tenant agrees to immediately arrange to have transferred into his name.

The Tenant agrees pay all utilities including gas, hydro and water servicing the property.

The Tenant agrees to provide the Landlord with proof of liability insurance insuring the Tenants business at the property.

The Tenant agrees to make all repairs to the property and keep the property in a good state of cleanliness including refuse removal, snow removal and grass cutting.

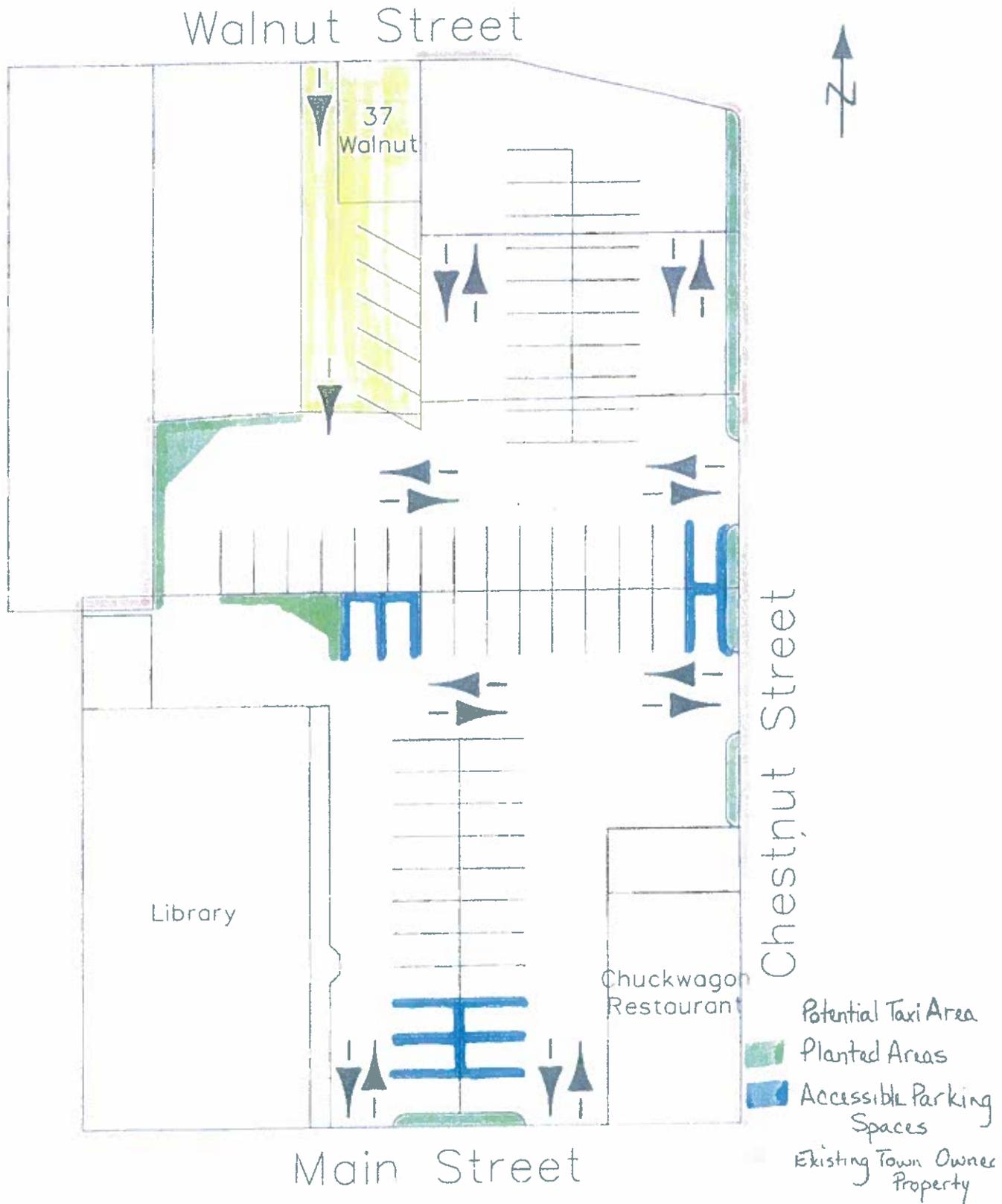
The Landlord agrees to be responsible to maintain the roof, outside walls and make any major repairs or replacements, which may be required as determined in the Landlord's discretion.


_____ I have authority to bind the corporation
981392 Ontario Limited O/A Patterson Taxi (Tenant) *101-25-06*
49 Princess St., Leamington, ON, N8H 2Y3


_____ I have authority to bind the corporation
Delmor Holdings (Windsor) Limited (Landlord)
764 North Talbot Rd, R.R.#3 Essex, ON, N8M 2X7 *Nov 25/06*

SCHEDULE "B"

OPTION 1 - PARKING LAYOUT WITH LAND ACQUISITION



APPENDIX D

Tim Del Greco

From: Peter Valore
Sent: March-21-18 11:07 AM
To: Tim Del Greco
Subject: 37 Walnut

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Tim,

The list represents items that are in violation of the Property Standards By-law and need repair

1. Roof structural framing
2. Shingles
3. Exposed untreated wood on exterior
4. Windows and doors
5. Capping
6. Existing stone stack foundation has been altered and the flooring systems shows signs of deflection
7. Masonry on the chimney needs to be rebuilt/repointed
8. Seal all openings to prevent the entry of rodents and insects
9. Prevent freezing of pipes and duct work in the crawl space with proper insulation
10. Duct work joints need to be sealed
11. HVAC equipment needs to be reviewed floor registers blocked off
12. Flooring is in bad repair any exposed plywood needs to have suitable flooring cover
13. Minimum height for exposed foundation on exterior to prevent the egress of water and moisture
14. Eaves troughs are required to control rain water run-off
15. Decayed and rotting wood through out
16. Siding at certain locations is loose and needs to be secured

Tim it is my experience that when a house needs this much in repairs especially when it comes to major items like foundation and structure that you way the pros and cons of investing into this building that should be demolished. I can tell you after walking through this building it would be in the Towns best interest to demolish.

Regards,



Peter Valore
Chief Building Official/By-Law Enforcement Officer
Development Services Department
The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 Ext # 625
www.kingsville.ca

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



Please consider the environment before printing this email.



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

Date: March 27, 2018
To: Mayor and Council
Author: Tim Del Greco, Manager of Facilities and Properties
RE: Cottam Rotary Club – Bus Shelter Donation
Report No.: MS 2018 - 14

AIM

To inform Council of a recent request by Cottam Rotary Club to donate a bus shelter to the Town of Kingsville.

BACKGROUND

In January of 2018, Cottam Rotary Club approached the Town requesting approval to construct a bus shelter on municipal property at 122 Fox Street in Cottam. More specifically, at the intersection of Fox Street and Victoria Street and in front of Cottam Library. Appendix A of this report contains a copy of this request from Cottam Rotary Club.

The intent of this donation is to provide shelter from poor weather conditions for the students using this bus stop location.

In terms of appearance, the bus shelter would be similar to those of which are typically found within a mass public transportation system.

Rotary Club has indicated that although their organization would cover the cost of construction, ongoing maintenance and repair would be the responsibility of the Town.

DISCUSSION

Following receipt of the Club's request, discussions were held with Kingsville Administration resulting in a number of identified concerns. A summary of these concerns include:

- It is expected that a bus shelter will require periodic maintenance and repair. Funding to cover these costs will be derived from general taxation however only benefitting one particular group of students.

- Bus shelters can be prone to vandalism and graffiti creating an additional burden on general taxation.
- The Town does not have control over bus stop locations and they are subject to change. Removal or relocation costs may be required in the event this situation were to occur.
- Building a bus shelter in this location may trigger the request for additional shelters by residents in other areas of the Kingsville community. Construction and ongoing maintenance of additional shelters will require appropriate funding.
- Finally, in the absence of construction standards for bus shelters in the Ontario Building Code, a requirement for engineered drawings will need to be satisfied.

After careful consideration of the above, Kingsville Administration ultimately decided it is not in the best interest of the Town to proceed with this donation request.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

If a shelter donation was approved and subsequently constructed, future costs to be considered include maintenance, repairs, and restoration due to vandalism and graffiti. An account in the amount of \$500 should be allocated annually in the municipal budget to accommodate such works.

Costs of construction and maintenance of additional units are to be considered in the event this particular shelter sets a precedent for the community. The cost of construction per unit is estimated at \$10,000.

CONSULTATIONS

Kingsville Administration
Cottam Rotary Club

RECOMMENDATION

That Council declines the attached Cottam Rotary Club offer to construct a school bus shelter.

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

APPENDIX A



Rotary Club of Cottam
22 Lyle St.
Cottam, ON
N0R1B0

January 8, 2018

The Corporation of the Town of Kingsville
2021 Division Rd.
Kingsville, ON
N9Y 2Y9

To Whom It May Concern;

Handwritten initials, possibly "P.L.", in dark ink.

We, the Rotary Club of Cottam are requesting your approval to construct a school bus shelter on the east corner of 12~~2~~ Fox St. in the village of Cottam. This is a common bus stop for many students both in the public and private sector and in our on-going effort to better the community we would like to provide a shelter for them. The shelter will be a part of the town's infrastructure, hereon it's completion.

We can all agree that the temperatures in the last few weeks have been frigid and just as the students are returning to the classroom, they would be grateful for a place to stand out of the winter's wind and out of the rain in the early spring.

We are currently gathering estimates and designs to ensure that the shelter is as practical and as cost effective as possible. Through our annual fundraising events and donations from the community we have collected a considerable amount of money for this project however any assistance would be greatly appreciated.

Thank you very much for your time and consideration.

Sincerely,

Dan Levy

President,
Rotary Club of Cottam

Rotary
Club of Cottam The logo for Rotary International, featuring the word "Rotary" in a bold, sans-serif font to the left of a gear-like emblem with a central wheel and spokes. Below the word "Rotary" is the word "Club of Cottam" in a smaller, sans-serif font.



Rotary Club of Cottam
22 Lyle St.
Cottam, ON
N0R1B0

March 29, 2018

To Whom It May Concern:

We, the Rotary Club of Cottam, would like to construct a school bus shelter in front of 124 Fox Street in the village of Cottam. The cost of the shelter alone is approximately \$17,000.00. With the cost of installation and the cement pad included we are looking up towards \$20,000.00 by the time it is all done.

We are asking the town for the space to construct the shelter and for the town to maintain it moving forward.

Rotary is funding the cost of the shelter and will assume all insurance and responsibilities if the town is unable to do so.

Yours in Rotary,

A handwritten signature in black ink, appearing to read "Bernie Cormier".

Bernie Cormier
Secretary
Rotary Club of Cottam

A handwritten signature in black ink, appearing to read "Daniel R. Levy".

Daniel R. Levy
President,
Rotary Club of Cottam

Rotary 
Club of Cottam



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

Date: March 27, 2018
To: Mayor and Council
Author: Tim Del Greco, Manager of Facilities and Properties
RE: Cottam Rotary Lease Agreement
Report No.: MS 2018 - 13

AIM

To seek Council approval to enter into a lease agreement with Cottam Rotary for partial usage of the recreational facility located at 124 Fox Street in Cottam.

BACKGROUND

In 2017, the Cottam Rotary Club donated parkland along County Road 34 West (also known as "Cottam Rotary Park") to the Town of Kingsville. Prior to this donation, the Club was using a portable building within this park as a meeting space for their organization. However following successful execution of the donation agreement, this portable building was removed and disposed of.

DISCUSSION

The Club has since approached the Town expressing an interest in leasing a portion of the recreational facility located within Ridgeview Park for the purpose of a private meeting space. Attached in Appendix A of this report is a map detailing the location and approximate floor area for your reference. This portion of the building has been dormant for several years serving mainly as additional storage space. The room measures approximately 20 feet by 40 feet and does not offer any additional amenities aside from the room itself. Although the room is in good condition, the walls and ceiling can certainly use a fresh coat of paint.

Attached in Appendix B of this report is the proposed lease agreement prepared by the Town. The lease rate for Cottam Rotary (\$1,020 annually) was determined by considering the lease rate currently enjoyed by the Kingsville Lions Club. The Lions Club leases a portion of Lions Hall from the Town at 23 Mill Street West in Kingsville. Given that both groups are local service clubs of the community, it seemed equitable to determine a rate for Rotary Club in consistent fashion with the Lions Club rate.

The duration of the agreement is twelve months. After this period, the lease agreement would continue on a month-to-month basis. This type of structure would allow the Town to terminate this agreement in the near future if by chance a new use for the space is required.

Attached in Appendix C is a letter from Cottam Rotary Club indicating their support for the proposed lease agreement.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

\$1,020 in annual revenue will be generated upon successful execution of the Cottam Rotary Lease Agreement.

CONSULTATIONS

Kingsville Administration
Cottam Rotary Club

RECOMMENDATION

That Council directs the Mayor and Clerk to execute the lease agreement with Cottam Rotary Club for partial usage of the recreational facility located at 124 Fox Street in Cottam.

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



Area within red boundary lines represents interior space to be leased by Cottam Rotary Club. Approximate area is 20 feet x 40 feet.



Legend

- Essex Municipalities
 - <all other values>
 - Kingsville
- Street
- Severance
- Kingsville Assessment



1: 525 3/19/2018

Notes
Schedule B

THIS MAP IS NOT TO BE USED FOR NAVIGATION
 Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

APPENDIX B

THIS AGREEMENT made this day of insert date , 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter referred to as the “Landlord”)

OF THE FIRST PART

-and-

ROTARY CLUB OF COTTAM

(hereinafter referred to the “Tenant”)

OF THE SECOND PART

WHEREAS the Landlord is the owner of certain lands located at 124 Fox Street, Cottam, Ontario and more particularly described in Schedule “A” to this Agreement (the “Lands”), which Lands include a building (the “Building”);

AND WHEREAS the Tenant wishes to lease certain portions of the Building as a meeting area and the Landlord is willing to lease a portion of the Building to the Tenant for meeting purposes;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants and obligations set forth in this Agreement and of other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

Recitals

1. The recitals as set out above are true in substance and in fact.

Premises

2. The Landlord hereby leases to the Tenant those portions of the Building as indicated in Schedule "B" attached to this Agreement (the "Premises") together with the right to use those areas of the Lands adjacent to or outside the Premises, but which are not part of the Premises and which do not constitute rented or rentable areas and which walkways, sidewalks, access areas and parking areas.
3. The Tenant may use the Premises for the purposes of conducting its meetings.

Term

4. The term of this Agreement commences on the 1st day of March, 2018 and ends on the 28th day of February, 2019.
5. Provided that the Tenant is not in default under this Agreement, this Agreement shall continue on a month to month basis after February of 2019. During this period, the Landlord shall have the right to terminate this Agreement at any time by providing thirty (30) days advanced written notice to the Tenant.
6. Subject to the Landlord's rights under this Lease, the Tenant shall have quiet enjoyment of the Premises during the term of this Agreement without any interruption or disturbance from the Landlord.

Rent

7. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent in the amount of \$1,020.00, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$85.00, plus applicable taxes, on or before the 1st day of each and every month for the duration of the term of this Lease.

8. The rent described in section 7 of this Agreement shall be collectable effective March 1, 2018 and is inclusive of any property tax that may be levied on the Land.
9. The Tenant shall provide to the Landlord at the address provided in section 33 a series of post-dated cheques for each calendar year representing the monthly installment as set out in section 7 herein.

Tenant's Responsibilities

10. The Tenant further covenants and agrees as follows:
 - a) The Tenant shall be responsible for the continued maintenance and repair of the Premises, excluding heating and cooling equipment appurtenant to the Building. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Premises for the purpose of inspection of the same and, in the event that such inspection reveals that maintenance or repair work is required to be completed by the Tenant pursuant to the terms of this Lease, the Landlord shall give the Tenant notice in writing and the Tenant shall, within a reasonable time, complete such work in a good and workpersonlike manner.
 - b) The Tenant shall keep the Premises in a reasonable state of cleanliness. The Tenant shall provide, at its expense, any janitorial services and supplies that may be required in this regard.
 - c) The Tenant and shall not make improvements, alterations or renovations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Any such improvements, alterations or renovations made by the Tenant with the written consent of the Landlord shall be at the sole expense of the Tenant and such improvements, alterations or renovations shall immediately become the property of the Landlord without compensation to the Tenant.

- d) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all improvements, alterations or renovations made by the Tenant to the Premises and shall repair all damaged caused by the installation or the removal or both.
11. For greater clarity, the Landlord and Tenant agree that any other services or expenses relevant to the use by the Tenant of the Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to the provision of its own telephones and telephone service.
12. If the Tenant fails to maintain or repair the Premises as required by this Lease, the Landlord may, but shall not be obliged to, conduct any maintenance or make any necessary repairs to the Premises. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Premises for the purpose of carrying out such maintenance and repairs and the Tenant shall be liable to the Landlord for all costs associated with the Landlord so doing. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and any work carried out by the Landlord.
13. The Tenant shall be responsible for all inspections of fire and safety related equipment (i.e. fire extinguishers, alarms, lights). The Tenant must maintain documentation evidencing the inspections, which documentation shall be available to the Landlord upon request.
14. If the Tenant fails to make any payments required to be made in accordance with this Lease, the Landlord may make such payments and the Tenant shall be liable to the Landlord for such amounts. If such amounts are not paid by the Tenant to the Landlord upon demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid amounts as if such amounts were rent.

Landlord's Responsibilities

15. The Landlord shall, at its expense, be responsible for all the continued maintenance and repair of any and all aspects of the exterior of the Building including all grassy areas, parking facilities, driveways and building access located on the Lands.
16. The Landlord, at its expense, shall be responsible for the continued maintenance and repair or replacement of the heating, cooling, and ventilation equipment.
17. The Landlord shall take the necessary steps to insure, at its expense, the Building and appurtenances thereto against any and all loss from any cause whatsoever and, without limiting the generality of the foregoing, shall include a loss by fire, the elements or explosion, for their full insurable value.
18. The Landlord shall maintain the accounts for the utilities in good standing.

Acts of Default

19. In addition to the breach of any covenant, term or condition of this Lease, the following are acts of default for the purposes of this Lease ("Acts of Default"):
 - a) the bankruptcy or insolvency of the Tenant;
 - b) a material change in use of the Premises by the Tenant and, in particular, without limiting the generality of the foregoing, any change that affects the Landlord's insurance or that constitutes a nuisance;
 - c) the Tenant has committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Land or any part thereof;

- d) any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant; or
- e) the Tenant is no longer recognized as a non-profit corporation, without share capital, pursuant to the *Corporations Act*.

Termination

- 20. The Landlord may terminate the Lease if the Tenant commits an Act of Default, in accordance with any other provision of this Agreement conferring that right on the Landlord, or for any other cause permitted by law.
- 21. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default and to charge the costs of such rectification to the Tenant and recover such costs as rent.
- 22. No Act of Default shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord. Any waiver shall not constitute the condoning of any Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.

Overholding

- 23. If the Tenant remains in possession of the Premises after termination of this Lease and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding shall create a monthly tenancy only, which shall be terminable on 30 days' written notice, and the tenancy shall be subject to all of the terms and conditions of this Agreement, except those regarding the term.

Indemnity and Insurance

24. The Tenant shall indemnify and hold harmless the Landlord, its agents, employees, appointees and members of Council, from and against any and all liabilities, claims, expenses, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly that are based upon, occasioned by or attributed to any bodily injury, sickness, disease or death or to damage to or destruction of tangible property arising out of or occasioned by the maintenance, use or occupancy of the Premises or the sub-letting or assignment of the same or any part thereof by the Tenant or anyone for whom at law the Tenant is responsible. The Tenant covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default or negligence of the Tenant or anyone for whom at law the Tenant is responsible and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
25. The Tenant shall at its expense take out and maintain in full force and effect for the term of this Lease the following insurance:
- a) insurance upon property of every kind owned by the Tenant or for which the Tenant is liable or which is installed on behalf of the Tenant within the Premises; and
 - b) general liability and property damage insurance, including but not limited to, personal liability, contractual liability and tenants' legal liability. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000.00). This insurance shall name as an additional insured the Landlord and shall contain a provision for cross liability or severability of interest.
26. The Tenant shall provide Certificates of Insurance to the Landlord upon execution of this Lease and shall provide the Landlord with copies of all renewals throughout the term of this Lease.

Force Majeure

27. It is expressly agreed that, if during the term hereof, the Premises shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections or explosions, the following provisions shall have effect:
- a) if the Premises are rendered wholly unfit for occupancy by the Tenant, the rent hereby reserved shall be suspended until the Premises have been repaired or restored;
 - b) if the Premises are rendered partially unfit for occupancy by the Tenant, the rent hereby reserved shall abate in part only in the proportion that the part of the Premises so rendered unfit is of the whole of the Premises until the Premises have been repaired or restored;
 - c) if the Premises shall be incapable of being repaired or restored with reasonable diligence within 120 days of the happening of the damage, then either the Landlord or the Tenant may, at its/their option, terminate this Lease by notice in writing to the other given within 60 days from the date of the damage, and if such notice is given, this Lease shall cease and become null and void from the date of the damage and the Tenant shall immediately surrender the Premises and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlord may re-enter and repossess the Premises
 - d) if the Premises are capable with reasonable diligence of being repaired or restored within 120 days of the happening of such damage, then the Landlord shall restore or repair the Premises within 120 days;
28. Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
29. There shall be no abatement from or reduction to the rent payable by the Tenant nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special,

caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.

Assignment or Sublet

30. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other third party without the prior written consent of the Landlord.
31. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not release the Tenant from its obligations under this Lease, including the obligation to pay rent and other expenses as provided for herein.

Vacant Possession

32. At the end of the term Lease or upon termination, the Tenant shall deliver vacant possession of the Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear accepted and subject to Section 10(c).

Notice

33. Notice given under this Lease shall be provided by way of:
 - a) hand delivery, in which case notice shall be effective on the date of delivery;
 - b) e-mail, in which case notice shall be effective on the day on which the e-mail is received; or

- c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

To the Landlord:

The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9
Attention: Manager of Municipal Facilities and Property

To the Tenant:

Rotary Club of Cottam
22 Lyle Street
Cottam, Ontario
N0R1B0
Attention: Wayne Hyland, Treasurer

General

- 34. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
- 35. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
- 36. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein
- 37. In this Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual includes a corporation and vice versa.
- 38. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

IN WITNESS WHEREOF the Landlord has hereunto duly executed this Agreement this day of _____, 2018.

THE CORPORATION OF THE
TOWN OF KINGSVILLE

Per: _____
NELSON SANTOS, MAYOR

Per: _____
JENNIFER ASTROLOGO, CLERK

IN WITNESS WHEREOF the Tenant has hereunto duly executed this Agreement this _____ day of _____, 2018.

COTTAM ROTARY CLUB

Per: _____
Name:
President

Per: _____
Name:
Vice-President

We have authority to bind the Corporation

SCHEDULE 'A'

GOSFIELD NORTH CON NTR PT LOT 270 AND RP 12R4134 PT PART 1 RP 12R5450
PARTS 2 AND 3

SCHEDULE 'B'





Rotary Club of Cottam
22 Lyle St.
Cottam, ON
N0R1B0

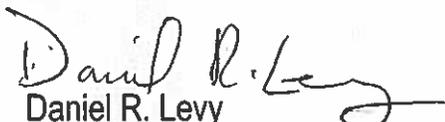
March 28, 2018

To Whom It May Concern:

We, the Rotary Club of Cottam, are in agreement to the terms and conditions regarding the rental of the former youth centre building in Cottam.

Yours in Rotary,

Paul Tremblay
Executive Member
Rotary Club of Cottam


Daniel R. Levy
President,
Rotary Club of Cottam





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: Jennifer Astrologo, Director of Corporate Services/Clerk
RE: Use of Municipal Resources for Election-Related Purposes
Report No.: CS-2018-09

AIM

To provide Council with a policy recommendation with respect to the use of municipal resources during an election campaign.

BACKGROUND

Recent changes to the *Municipal Elections Act, 1996* (“*MEA*”) imposed a requirement on municipalities to establish rules and procedures regarding the use of municipal or board resources during the election campaign period.¹

Sections 88.8(4) and 88.12(4) of the *MEA* prohibit a municipality or local board from making contributions to municipal election candidates or registered third parties. The *MEA* defines a contribution as follow:

- i) Money, goods, and services given to and accepted by or on behalf of a person for his or her election campaign; and
- ii) Money goods, and services given to and accepted by or on behalf of an individual, corporation or trade union in relation to third party advertisements.²

DISCUSSION

Currently, the Town does not have a formal policy in place to govern the use of corporate resources.

¹ Section 88.18 of the *MEA*.

² Sections 88.15(1) and (2)

As outlined above, the *MEA* broadly defines contribution to include money, goods, or services. Any number of municipal assets/resources (i.e. staff time, stationary, facilities, Town owned chattel, public funds etc.) may qualify as a contribution and the use of any of these resources for an election campaign by a candidate, whether or not a current Member of Council, or a registered third party, may constitute a contribution by the Town and be a violation of the *Act*.

Attached at Appendix “A” is the proposed Use of Municipal Resources for Election-Related Purposes policy (“Policy”) which establishes the rules and procedures for the use of municipal resources during an election. In addition to complying with legislation, the Policy will provide guidance to all relevant parties and ensure fair and consistent treatment with respect to the use of municipal resources.

The Policy has been designed to include elections at all levels of government and applies to all candidates, municipal employees and third party advertisers. With respect to candidates and third party advertisers, the Policy prohibits the use of:

- Town owned equipment, supplies and resources,
- Public funds,
- The Town logo, crest, brand etc., and
- The Town’s social media sites, or IT assets

for campaign related activity.

Additionally, campaigning is prohibited at Town sanctioned/sponsored events and Councillors that represent the Town at other functions are not permitted to engage in campaign activity at those events. However, nothing in the policy is intended to prevent a Member of Council from performing their job, or inhibit them from representing the interests of the residents of the community.

The Policy also outlines the prohibitions placed on municipal employees. Employees are not permitted to engage in campaign activity during work hours while they are receiving compensation from the Town, unless they are on scheduled time off. The Policy further prohibits employees from engaging in campaign activity on Town property or while wearing Town branded clothing.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

There are no financial considerations.

CONSULTATIONS

Senior Administration
Ontario Municipalities

RECOMMENDATION

That Council approve the Use of Municipal Resources for Election-Related Purposes Policy and pass the corresponding by-law.

Jennifer Astrologo

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

Peggy Van Mierlo-West

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

	CORPORATE SERVICES DEPARTMENT Use of Municipal Resources for Election-Related Purposes	
Policy #: CS-013	Issued:	Reviewed/Revised:
Prepared By: Jennifer Astrologo	Reviewed By: Senior Administration	Approved By:

1.0 PURPOSE

This Policy establishes rules and procedures to ensure that municipal or board resources are not used for municipal, provincial, or federal election-related purposes.

The purpose of this Policy is to preserve public confidence in municipal government, to safeguard the public's trust in the electoral process, to ensure that Candidates, Members of Council and Registered Third Parties are treated fairly, and to comply with legislative requirements.

2.0 SCOPE

This Policy applies to all Candidates, Members of Council, Registered Third Parties, Staff, and members of the public during an election period.

3.0 DEFINITIONS

“**Act**” means the *Municipal Elections Act, 1996*, S.O. 1996, c.32, as amended.

“**Campaign Activity**” means any action, event or pursuit that supports or opposes the election of a Candidate or a question on the ballot, and includes, without limiting the generality of the foregoing, the distribution of Campaign Materials.

“**Campaign Materials**” means any material, regardless of format, that promotes or opposes any Candidate, or a response to any question on a ballot and includes, but is not limited to printed literature, banners, posters, pictures, balloons, signs, magnets, vehicle decals, and clothing.

“**Candidate**” means a person who has filed a nomination for office pursuant to section 33 of the *Act*, and includes a person who has filed a nomination for election to a school board pursuant to the *Education Act*, R.S.O. 1990, c. E.2, as amended, and also includes individuals who are running for office in a provincial or federal election.

“Clerk” means the Clerk of the Town, or his/her designate.

“Council” means the Council of the Town.

“Employee(s)” means any full-time, part-time and contract employee hired by the Town including, but not limited to, unionized and non-unionized employees, students, temporary employees, and cooperative placement employees.

“Member” means a member of the Council of the Town.

“Policy” means the “Use of Municipal Resources for Election-Related Purposes” Policy.

“Registered Third Party” means an individual, corporation or trade union that has filed a Notice of Registration as a third party advertiser in a municipal election.

“Town” means The Corporation of the Town of Kingsville.

4.0 REFERENCE DOCUMENTS

Municipal Elections Act, 1996

5.0 RESPONSIBILITIES

- 5.1 The Corporate Services Department is responsible for communicating this Policy to Candidates, Members, and Registered Third Parties and shall ensure that the Policy is reviewed on a regular basis (at least once during each election cycle).
- 5.2 Department Heads, Managers, and Supervisors are responsible for communicating this Policy to their staff.
- 5.3 Candidates, Members and Registered Third Parties are accountable to read, understand and comply with this Policy. However, nothing in this Policy is intended to prevent a Member from performing their duties as Councillor, nor inhibit them from representing the residents of the Town.
- 5.4 Staff are authorized and directed to take the necessary steps to give effect to this Policy.
- 5.5 The Clerk is delegated the authority to make administrative changes to this Policy that may be required from time to time due to legislative changes, and may make other minor amendments, provided that, in the opinion of the Clerk, those changes do not alter the intent of the Policy.

6.0 POLICY

Responsibilities of Candidates, Members and Third Parties

- 6.1 Members, Candidates, and Registered Third Parties are not permitted to:
- a) Use equipment, supplies, services, Employees or other resources of the municipality for any Campaign Activity;
 - b) Display Campaign Material in any municipally owned or operated building or facility;
 - c) Use Town funds to acquire any resources for any Campaign Activity, including ordering of stationery and office supplies;
 - d) Use Town facilities or property for Campaign Activity, unless the facility or property is rented in accordance with Town policies, procedures and practices as may be in effect from time to time, and the applicable rental rates are paid;
NOTE: rentals must be paid from the campaign account of the Registered Third Party or Candidate.
 - e) Use photographs produced for and owned by the Town for Campaign Activity;
 - f) Use Town funds to print or distribute Campaign Material;
 - g) Make reference to and/or identify any individual as a Candidate, political party, Registered Third Party, or support or oppose a question on a ballot during an election, on any social media sites, blogs, or other new media created and managed by Town Employees;
 - h) Use the Town brand, logo, coat of arms, crest, slogan or corporate program identifiers, including any municipal election logo, on any Campaign Material, whether printed or on a campaign website; and
 - i) Use of Town information technology assets, infrastructures, or data (e.g. computers, wireless devices, portals, corporate email, web pages, telephones) for Campaign Activity.
- 6.2 Members are not permitted to use any Council or Councillor budget for Campaign Activity.
- 6.3 Members, Candidates, and Registered Third Parties who attend Town organized or Town sponsored/sanctioned events are not permitted to engage in Campaign Activity at the event.
- 6.4 A Member who attends an event as a representative of Council, is not to engage in Campaign Activity while attending that event.

Employee Roles and Responsibilities

- 6.5 Employees are not permitted to engage in Campaign Activity during hours in which that Employee is receiving compensation from the Town, save and except during scheduled time off (i.e. vacation, leave of absence).

- 6.6 Employees are not permitted to sign nomination papers during hours in which that Employee is receiving compensation from the Town, save and except during scheduled time off (i.e. vacation, leave of absence).
- 6.7 Employees wishing to participate in Campaign Activity must take care to separate those personal activities from their position and responsibilities with the Town. Employees participating in Campaign Activity must ensure that such activity does not take place during hours in which that Employee is receiving compensation from the Town, save and except during scheduled time off (i.e. vacation, leave of absence) and are prohibited from using Town assets, resources or property for those activities.
- 6.8 Employees participating in Campaign Activity may not do so while wearing Town branded clothing, their badge or any other item that identifies them as a Town Employee, or while using a Town branded vehicle.
- 6.9 Employees shall not post or distribute Campaign Materials on behalf of a Candidate or Registered Third Party at Town facilities or on Town property.

7.0 REVIEW/REVISIONS

No.	Revision Details (incl. provision #)	Revision By	Date
1.			
2.			
3.			
4.			
5.			

Questions about this policy can be referred to the Director of Corporate Services.



**REGULAR MEETING OF COUNCIL
MINUTES**

Monday, March 26, 2018

7:00 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Members of Council Mayor Nelson Santos
 Deputy Mayor Gord Queen
 Councillor Susanne Coghill
 Councillor Tony Gaffan
 Councillor Thomas Neufeld

Absent: Councillor John Driedger (on personal business)

Absent: Councillor Larry Patterson (on personal business)

Members of J. Astrologo, Director of Corporate Services
Administration Jennifer Galea, Human Resources Manager
 T. Del Greco, Manager of Municipal Facilities and Property
 S. Kitchen, Deputy Clerk-Council Services
 S. Martinho, Public Works Manager
 K. Vekh, Drainage Supervisor (@7:03 p.m.)
 P. Van Mierlo-West, CAO

A. CALL TO ORDER

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

B. MOMENT OF SILENCE AND REFLECTION

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

C. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

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

E. PRESENTATIONS/DELEGATIONS

1. 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

Mr. Wyma presented the 2017 Annual Report and video.

In response to a question from Councillor Neufeld as to what specific items ERCA has completed with respect to drainage and conservation within the last four years in Kingsville, Mr. Wyma provided a brief outline of its actions (implementing and setting protocols, collectively issuing drainage permits working with local municipalities, providing comments regarding various planning applications, etc.). He indicated correspondence will be supplied to Council regarding same.

Councillor Gaffan indicated that the biggest complaints are coming from farmers. Mr. Wyma indicated ERCA works closely with farmers and is open to communication and outreach. He stated that while ERCA assists with the formal drainage process, individual municipalities have a larger role in accordance with the *Drainage Act*.

Deputy Mayor Queen commented on the recent 'The Friends of the John R. Park Homestead' Newsletter and included therein was a listing of Volunteers who will be receiving service awards from the Province in April. He stated he is happy to see that the volunteers from the lay community are recognized. He thanked Mr. Wyma for that acknowledgment. He also commented on the success of various drainage workshops that have been presented by the Town of Kingsville Drainage Superintendent along with ERCA representatives on the subject of phragmites control.

F. MATTERS SUBJECT TO NOTICE

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

G. Rood, P. Eng. and K. Vegh, Drainage Superintendent were in attendance.

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 of 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

Engineer Rood presented a summary of the Report to Council. He indicated the Town received questions from Henry Armstrong and Linda Armstrong (420-02450), that Mr. and Mrs. Armstrong's questions were responded to, and that they had no further questions or concerns with respect to the Report.

Comments from property owners:

Ms. Monica Totten inquired as to the timeline for completion of this project indicating that their home's roof is in need of replacement and workers will not drive their trucks over the bridge in its present condition. Drainage Superintendent Vegh explained the timelines in accordance with the *Drainage Act*, and suggested that the construction of the bridge might be able to be commenced in early May of 2018.

There were no other questions or comments from anyone in attendance.

233-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

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.

CARRIED

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

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.

Mr. Brown presented the Planning Report.

Comments from the Public:

Brian Bermudes, 1575 County Road 34 E, indicated he is a recent home buyer and stated concerns regarding light pollution, odour, security, and property assessment impacts, and wondered how the zoning can be changed with residences being situated so close to the facility.

Mr. Brown explained the site plan approval process which will address lighting, security, fencing, and other items, and explained that Health Canada has taken a more active approach to control the odour generated from these facilities, and it will be a requirement of the Applicant's Part 1 Licence that the odour be controlled (eg. through scent masking, charcoal filtration, etc.). Mr. Brown also explained zoning compliance through setback requirements, and that property assessments cannot be commented on; that this is a new use on a portion of the property.

There were no further questions from anyone in attendance in the audience.

234-2018

Moved By Councillor Thomas Neufeld

Seconded By Councillor Tony Gaffan

That Council approve the second part of Zoning application ZBA/01/18 to permit a medical marijuana 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.

CARRIED

G. AMENDMENTS TO THE AGENDA

- 1. Councillor Neufeld added one Unfinished Business Item and Deputy Mayor Queen added one Notice of Motion.**

H. STAFF REPORTS

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

R. Brown, Manager of Planning and Development Services

235-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Susanne Coghill

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.

CARRIED

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

R. Brown, Manager of Planning and Development Services

236-2018

Moved By Councillor Tony Gaffan

Seconded By Deputy Mayor Gord Queen

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.

CARRIED

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

T. Del Greco, Manager of Municipal Facilities and Property

237-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

That 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.

CARRIED

4. Statement of Remuneration & Expenses 2017

CAO P. Van Mierlo-West presented the Report in Director of Financial Services R. McLeod's absence.

238-2018

Moved By Councillor Susanne Coghill

Seconded By Deputy Mayor Gord Queen

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

CARRIED

5. Fleet Replacement Report

S. Martinho, Public Works Manager

239-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

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.

CARRIED

I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

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

240-2018

Moved By Councillor Tony Gaffan

Seconded By Deputy Mayor Gord Queen

That Council approve request 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 support the Annual Fish Fry on September 22, 2018 through the donation of door prizes.

CARRIED

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

241-2018

Moved By Councillor Susanne Coghill

Seconded By Deputy Mayor Gord Queen

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

AND 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 wildfowl;

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, 101 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 BE IT RESOLVED THAT Council proclaims Tuesday, April 10, 2018 as "Jack Miner Day" in the Town of Kingsville.

CARRIED

242-2018

Moved By Councillor Susanne Coghill

Seconded By Deputy Mayor Gord Queen

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 BE IT RESOLVED that Council declares the week of April 8, 2018 as National Wildlife Week in the Town of Kingsville.

CARRIED

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**

243-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive request of the Ontario Municipal Fire Prevention Officers Association (OMFPOA) Chapter 8 Windsor, Essex County, Chatham-Kent Region RE: 62nd Annual Training and Educational Symposium

CARRIED

J. MINUTES OF THE PREVIOUS MEETINGS

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

244-2018

Moved By Councillor Tony Gaffan

Seconded By Deputy Mayor Gord Queen

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

CARRIED

K. MINUTES OF COMMITTEES AND RECOMMENDATIONS

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

245-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Susanne Coghill

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

CARRIED

Motion 03-2018 will be corrected to name the correct mover and seconder.

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

246-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

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

CARRIED

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**
- 2. Kingsville Historical Park Inc.--Letter of thanks from K. Gunning, Secretary-Treasurer, Kingsville Historical Park Museum, dated March 17, 2018**
- 3. City of Hamilton--Correspondence dated March 13, 2018 RE: Offering 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**
- 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**
- 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**
- 7. Minister of Senior Affairs--Call for nominations for the 2018 Senior of the Year Award**
- 8. Town of Essex--Correspondence dated March 12, 2018 RE: User Pay Childcare Services at AMO and FCM Conferences**

247-2018

Moved By Councillor Thomas Neufeld

Seconded By Deputy Mayor Gord Queen

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

CARRIED

With respect to Item L-1, being correspondence from the Ministry of Tourism Culture and Sport regarding the Safe Cycling Education Fund grant funding, Ms. Van Mierlo-West reported that such funds would be used towards cycling programs and marketing material.

With respect to Item L-8, being Town of Essex correspondence dated March 12, 2018 RE: User Pay Childcare Services at AMO and FCM conferences, Mayor Santos informed that the County of Essex has supported the direction taken by the Town of Essex and the County has forwarded similar correspondence to AMO, requesting that the issue be explored.

M. NOTICES OF MOTION

1. Deputy Mayor Queen, at the next Regular Meeting of Council, may move or cause to have moved:

Council invite our Director of Municipal Services Mr. Andrew Plancke that he might provide Council with an estimate as to when a) the Engineering work on the Waterline proposed to go west of the Old Town to the Golf Course area might be started and completed; and b) if the Engineering work is done in 2018, when might Council reasonably expect completion of the same said waterline.

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

1. Councillor Neufeld asked for an update pertaining the status of the maintenance of one of the Town's natural watercourses on Road 2.

O. BYLAWS

1. By-law 25-2018

248-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council read 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 a first and second time.

CARRIED

2. By-law 38-2018

249-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

That Council read By-law 38-2018, 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) a first, second and third and final time.

CARRIED

3. By-law 39-2018

250-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read By-law 39-2018, being a By-law authorizing the entering into of a Minor Development Agreement with Jeremy Wood a first, second and third and final time.

CARRIED

4. By-law 40-2018

251-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

That Council read By-law 40-2018, being a By-law authorizing the entering into of a Minor Development Agreement with Dean Bernardes a first, second and third and final time.

CARRIED

5. By-law 41-2018

252-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council read 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)" a first, second and third and final time.

CARRIED

6. By-law 42-2018

253-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read 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 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 a first, second and third and final time.

CARRIED

7. By-law 43-2018

254-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read 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 a first, second and third and final time.

CARRIED

P. CLOSED SESSION

254-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Thomas Neufeld

That Council enter into Closed Session at 8:29 p.m. 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; and
- 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.

CARRIED

Q. REPORT OUT OF CLOSED SESSION

Upon rising from Closed Session at 9:12 p.m., Mayor Santos reported that Council dealt with three items in Closed Session--two dealing with direction provided to Administration regarding the Part-Time Collective Agreement Negotiations (Item P.i) and Non-Union Employee 'Salary Step' Increases (Item

P.ii); and one dealing with an update on the status of an Agreement of Purchase and Sale (Item P.iii).

R. CONFIRMATORY BY-LAW

1. By-law 44-2018

256-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

That Council read 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 a first, second and third and final time.

CARRIED

S. ADJOURNMENT

257-2018

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council adjourn this Regular Meeting at 9:13 p.m.

CARRIED



MINUTES

**KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE
TUESDAY, JANUARY 23, 2018 AT 7:00 P.M.
Kingsville Council Chambers, 2021 Division Road North, Kingsville**

A. CALL TO ORDER

Chair Miljan called the Meeting to order at 7:05 p.m. with the following Members in attendance:

MEMBERS OF MUNICIPAL HERITAGE ADVISORY COMMITTEE:

Elvira Cacciavillani
Annetta Dunnion
Anna Lamarche
Margie Luffman
Dr. Lydia Miljan
Corey Gosselin
Danielle Truax

MEMBERS OF ADMINISTRATION:

Sandra Kitchen, Deputy Clerk-
Council Services

Absent: Mayor Nelson Santos (on municipal business)

Absent: Kim DeYong (on personal business)

Also in attendance: Veronica Brown, Researcher

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. REPORTS

1. V. Brown—Research report—257 Lakeview—Ms. Brown indicated that while researching 257 Lakeview Avenue (built in 1926 by Mrs. E. J. Krause) she discovered the following information:

Re: Plan 345 (registered in 1889) laying out building lots that include south side of Lakeview Avenue west of Wigle Avenue; and

Re: Plan 606 (registered in 1912) laying out building lots that include north and south sides of Lakeview Avenue east of Wigle Avenue

From the above-mentioned plans she was able to identify the following five houses:

- i) 219 Lakeview Avenue –built in 1914 for H. W. Leitch of Detroit
- ii) 281 Lakeview Avenue—built in 1914 for George Duck, manager of Canadian Salt Company in Windsor
- iii) 277 Lakeview Avenue built in 1914 for John Duck Windsor auto salesman
- iv) 289 Lakeview Avenue—built in 1920 for N. C. Pepin, Windsor doctor
- v) 299 Lakeview Avenue--built in 1911 as a summer home for W. H. Adams, of Detroit.

Veronica indicated she will have the 257 Lakeview research completed next month.

2. Research Report Updates

Ms. Truax is in the process of preparing the research report on 1417 Road 3 East. Ms. Dunnion indicated that the research report on 1492 County Road 34 is in progress.

Dr. Miljan indicated that she met with the property owners of 1422 Road 3 East and the report and recommendation will be presented to Kingsville Council on January 29, 2018.

D. MINUTES OF THE PREVIOUS MEETINGS

1. Review and adoption of Minutes from the December 13, 2017 Meeting

MH1-2018 Moved by M. Luffman, seconded by C. Gosselin, that the December 13, 2017 Minutes be adopted as presented.

CARRIED

E. BUSINESS / CORRESPONDENCE – INFORMATIONAL

1. Community Heritage Ontario—Correspondence dated December 29, 2017 RE: Federal role in heritage conservation with attachment
2. Approved invoice: Pearsall, Marshall, Halliwill & Seaton LLP, dated December 21, 2017-RE: 1422 Road 3 East.
3. Library and Archives Canada (LAC)—RE: Launch of the 2018-2019 funding cycle for its Documentary Heritage Communities Program (DHCP)

Information items 1-3 were received for information. It was noted that Item 3 does not apply to heritage committees.



MINUTES

F. NEW AND UNFINISHED BUSINESS

1. Dr. Miljan presented a resume she received regarding a summer student position. Dr. Miljan will respond that there are no heritage advisory committee student positions available this year.
2. Dr. Miljan presented the powerpoint on the 1422 Road 3 East property.

G. NEXT MEETING DATE

The next meeting will be held on Tuesday, February 27, 2018.

H. ADJOURNMENT

The meeting adjourned at 7:49 p.m.

CHAIR, Dr. Lydia Miljan

**DEPUTY CLERK-COUNCIL SERVICES,
Sandra Kitchen**



MINUTES

**KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE
TUESDAY, FEBRUARY 28, 2018 AT 7:00 P.M.
Kingsville Council Chambers, 2021 Division Road North, Kingsville**

A. CALL TO ORDER

Chair Miljan called the Meeting to order at 7:00 p.m. with the following Members in attendance:

MEMBERS OF MUNICIPAL HERITAGE ADVISORY COMMITTEE:

Elvira Cacciavillani
Annetta Dunnion
Anna Lamarche
Margie Luffman
Dr. Lydia Miljan
Corey Gosselin
Kim DeYong

MEMBERS OF ADMINISTRATION:

Sandra Kitchen, Deputy Clerk-
Council Services

Absent: Mayor Nelson Santos (on municipal business)

Absent: Danielle Truax (on personal business)

Also in attendance: Veronica Brown, Researcher

Dr. Miljan thanked members for accommodating Administration's request to change the meeting date from February 27 to February 28, due to a scheduling conflict.

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. REPORTS

1. V. Brown—Research report / 257 Lakeview Avenue:

Ms. Brown indicated she is continuing the research on 257 Lakeview Ave., built in 1926 by Mr. and Mrs. E. J. Krause. The Krauses also built 243 Lakeview Ave. in 1924 and 251 Lakeview in 1928 (Ms. Brown is still trying to locate the cottage they built in 1911). There is limited biographical information on the Krause family as they lived in St. Louis, Missouri. Obituaries could not be found in The Kingsville Reporter, and Ms. Brown

suggested searching in American newspapers which would cost \$49.99 USD for a 6-month subscription (www.NewspaperArchive.com). The Committee agreed with such expenditure, having in mind subscription expenses of this nature are included in the 2018 committee budget approved by Council.

Other houses identified include:

229 Lakeview Ave. built in 1910 for Gordon McGregor, founder of Ford Motor Company of Canada; and

303 Lakeview Ave. built in 1924 for Lyall Copeland.

Ms. Brown then presented the 1971 Armstrong Map showing the water rights of 277 Lakeview Ave., which was granted by the Crown in 1912 for \$25.00.

2. Research Report Updates

Ms. Dunnion indicated the research report she is finalizing on the Cottam property is in progress.

D. MINUTES OF THE PREVIOUS MEETINGS

1. Review and adoption of Minutes from the January 23, 2018 Meeting

MH2-2018 Moved by A. Dunnion, seconded by M. Luffman, that the January 23, 2018 Minutes be adopted as presented.

CARRIED

E. BUSINESS / CORRESPONDENCE – INFORMATIONAL

1. V. Brown-Research invoices—January-February, 2018
2. V. Brown-Ancestry.ca receipt
3. The Kingsville Reporter—Invoice dated January 18, 2018 RE: CD Archives (October – December 2017)
4. Email from Bert Duclos, Heritage Outreach Consultant, Program Planning and Delivery Unit, Ministry of Tourism, Culture and Sport, dated February 1, 2018 re: Announcement from Teranet
5. Photograph of Broadwell Brick and Tile Yard (undated) provided by Deputy Mayor G Queen for general and archive information purposes.
6. Discussion re: Draft Kingsville Economic Development Strategic Plan (Stakeholders' meeting attended by Chair Miljan on January 24, 2018)



MINUTES

Information items 1-6 were received for information.

F. NEW AND UNFINISHED BUSINESS

No items.

G. NEXT MEETING DATE

The next meeting will be held on Tuesday, March 27, 2018.

H. ADJOURNMENT

The meeting adjourned at 7:30 p.m.

CHAIR, Dr. Lydia Miljan

**DEPUTY CLERK-COUNCIL SERVICES,
Sandra Kitchen**



MINUTES

POLICE SERVICES BOARD MEETING
Wednesday, February 28, 2018 at 4:00 p.m.
Council Chambers, Municipal Offices
2021 Division Road N., Kingsville, ON N9Y 2Y9

A. CALL TO ORDER

Chairperson, Nelson Santos called the Meeting to order at 4:01 p.m. with the following persons in attendance:

- Nelson Santos - Chairperson
- Nancy Wallace-Gero - Vice Chairperson
- Larry Patterson - Board member
- Gary Bain - Board member
- Brian Higgins - O.P.P. Sergeant
- Brad Sakalo - O.P.P. Staff Sergeant

Member of Administration: Roberta Baines, Deputy Clerk-Administrative Services

Absent: Glen Miller - O.P.P. Inspector

B. DISCLOSURE OF PECUNIARY INTEREST

Chairperson, Nelson Santos reminded members that any declaration and its general nature are to be made prior to each item being discussed.

C. PRESENTATIONS/DELEGATIONS

There were none.

D. ADOPTION OF ACCOUNTS

1. Police Services Accounts – RE: Budget actuals ending January 31, 2018

08-2018 Moved by Nancy Wallace-Gero, seconded by Gary Bain to receive the financial report as information.

E. REPORTS

1. Monthly Status Reports

i.) Town of Kingsville PSB report and Crime Stoppers report for January 2018

Staff Sergeant Sakalo provided an overview of the January reports.

09-2018 Moved by Larry Patterson seconded by Gary Bain to receive Kingsville PSB Report and Crime Stoppers report for January 2018 as information.

CARRIED

F. BUSINESS/CORRESPONDENCE

1. Ministry of Community Safety and Correctional Services:

- i.) Memorandum: RE: Continuing Work on the Ministry's Response to the Ombudsman's Report on De-Escalating Conflict Situations, issued January 25, 2018. (Index:18-0004)
- ii.) Memorandum: RE: Launch of the Expansion of the Ontario Naloxone Program to Police Services issued: January 26, 2018. (Index 18-0005)
- iii.) Memorandum: RE: Apparent Natural Deaths Case Screening/Selection issued: January 30, 2018. (Index:18-0006)
- iv.) Memorandum: RE: Hydro One's Confidential Contact Number for Emergency Service Providers, issued: January 30, 2018. (Index 18-0007)
- v.) Memorandum: RE: Annual Reporting Requirements: Violent Crime Linkage Analysis System and Major Case Management, issued: February 5, 2018. (Index:18-0008)
- vi.) Memorandum: RE: Revised Guidance Note on Workplace Violence and Harassment, issued: February 12, 2018. (Index:18-0009)
- vii.) Memorandum: RE: Job Posting – Chief of Police, Wikwemikong Tribal Police Service, issued: February 15, 2018 (Index:18-0010)
- viii.) Memorandum: RE: Follow-up Request Regarding Ministry's Response to Ombudsman's De-Escalation Report, issued February 15, 2018. (Index:18-0011)
- ix.) Memorandum: RE: Job Posting – Chief of Police, Peterborough Police Service, issued: February 16, 2018 (Index: 18-0012)
- x.) Memorandum: RE: Amateur Combative Sports – Fact Sheet, issued: February 16, 2018. (Index: 18-0013)
- xi.) Memorandum: RE: Standard Field Sobriety Test (SFST) Training Update, issued: February 20, 2018. (Index: 18-0014)
- xii.) Memorandum: RE: New Ontario Major Case Management Manual, issued February 22, 2018 (Index 18-0015)
- xiii.) Memorandum: RE: Recent Supreme Court Decision: R. v. G.T.D., issued February 23, 2018 (Index 18-0016)

10-2018 Moved by Gary Bain, seconded by Nancy Wallace-Gero to receive communication items 1i through 1xiii as presented.

CARRIED

Member Nancy Wallace-Gero indicated that she had received an Ombudsman Ontario newsletter article on amendments to the Policing Bill and that it should be circulated to members for their information.

2. OAPSB Update RE: 2018 OAPSB Spring Conference & AGM issued: February 9, 2018.

Members Gary Bain and Nancy Wallace-Gero have stated interest in attending the OAPSB Spring Conference and direct administration to register them.

3. OAPSB Presentation at the Standing Committee on Justice Policy

11-2018 Moved by Nancy Wallace-Gero seconded by Larry Patterson to receive communication items 2 and 3 as presented.

CARRIED

4. Town of Tecumseh Police Services Board, List of Members

12-2018 Moved by Gary Bain, seconded by Larry Patterson to receive the list of Tecumseh PSB members as presented.

CARRIED

G. ADOPTION OF MINUTES OF PREVIOUS MEETING

1. Adoption of Police Services Board Minutes – held on January 24, 2018.

13-2018 Moved by Larry Patterson, seconded by Nancy Wallace-Gero to adopt the Police Services Board meeting minutes held on January 24, 2018.

CARRIED

H. NEW AND UNFINISHED BUSINESS

Chairperson Nelson Santos provided an update on the Police Services Board member vacancy and advised possible appointment before the provincial election.

I. CLOSED SESSION

None presented.

J. ADJOURNMENT

14-2018 Moved by Nancy Wallace-Gero, seconded by Gary Bain that Police Services Board adjourns the meeting at the hour of 4:18 p.m. and to meet again on February 28, 2018 or at the call of the Chair.

CARRIED

CHAIRPERSON, Nelson Santos

**DEPUTY CLERK – ADMINISTRATIVE SERVICES,
Roberta Baines**



MINUTES

**REGULAR MEETING OF PARKS/RECREATION/
ARTS AND CULTURE COMMITTEE**

**THURSDAY January 18 2018
KINGSVILLE ARENA
6:30 P.M**

A. CALL TO ORDER

Deputy Mayor Queen called the meeting to order at 6:30 p.m. with the following persons in attendance:

Mayor N. Santos
Councilor Gaffan
B. Riddiford
S. l'Anson
M. Tremaine-Snip
Program Manager M. Durocher
Facilities Manager T. Del Greco

Regrets:

None

B. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Queen reminded members that any declaration and its general nature be made prior to each item being discussed.

C. DELEGATIONS/PETITIONS/CORRESPONDENCE

Letter from Cottam Soccer

Letter was reviewed and Facilities Manager T. Del Greco indicated that he had sent a response to Cottam Soccer but not had a response from them

P&R 01-2018 Moved by B. Riddiford and seconded by Councilor T. Gaffan to receive the correspondence as presented

CARRIED

D. AMENDMENTS TO THE AGENDA

None

E. STAFF REPORTS

Facility Managers Report

P&R 02-2018 Moved by Councillor T. Gaffan and seconded by Mayor N. Santos to receive report by T. Del Greco as presented

CARRIED

Program Managers Report

P&R 03-2018 Moved by Councillor T. Gaffan and seconded by B. Riddiford to receive the report as presented by M. Durocher

CARRIED

F. Minutes of Previous Meetings

Regular Committee Minutes dated Thursday November 23 2017

P&R 04-2018 Motion made by Councillor T. Gaffan and seconded by B. Riddiford to receive minutes of Parks, Recreation, Arts and Culture meeting dated November 23 2017 as presented.

CARRIED

G. Committee Reports

P&R 05-2018 Motion made by Councillor T. Gaffan and seconded M. Tremaine-Snip to receive minutes of the Fantasy of Lights Committee meeting dated October 24 and November 28 2017

CARRIED

H. New and Unfinished Business

1. Canada Day Letter of thanks

The Kingsville Community Church will not be participating in the July 1 events. The committee would like a letter of thanks sent to Pastor Harmon for their efforts. In addition a letter should be sent to other community groups looking to determine if there is interest to participate in the July 1 events. M. Durocher will proceed with this.

2. Pickleball

There are continued discussions with the pickleball group as it relates to who has ownership and scheduling rites to the Tennis/Pickleball Courts. The Tennis Club (KTA) has invested in the courts since their construction and as such will continue to possess first choice in terms of scheduling. It was agreed that a contract should be drawn up between the Town and KTA which deals with the appropriation of courts based on the vested interest of KTA. M. Durocher will work with KTA, and the Management Group to craft an agreement.

3. Quilters Request

We are continuing to receive requests for waiver of fees for use of Town Facilities. A formalized agreement needs to be crafted to deal with such requests.

P&R 06-2018 Motion made by B. Riddiford and seconded Mayor N. Santos that a report be prepared for council whereby any group looking for relief of fees for the rental of town facilities be directed to the Town’s Grant Application Form

CARRIED

I. Notice of Motion

J. Next Meeting

**The Next meeting of the
Parks Recreation and Culture Committee
Will take place Thursday February 22 at 6:30 pm
Kingsville Arena Room B**

P&R 07-2018 Moved by B. Riddiford and seconded by Councillor T. Gaffan to adjourn the meeting at 7:40 pm.

CARRIED

CHAIR: DEPUTY MAYOR GORD QUEEN

**RECORDING SECRETARY: M.
DUROCHER**



Minutes

MINUTES
THE CORPORATION OF THE TOWN OF KINGSVILLE
FANTASY OF LIGHTS COMMITTEE
OCTOBER 24 AT 4:00 P.M.
Kingsville Arena Room D, 1741 Jasperson Lane,
Kingsville, Ontario

A. CALL TO ORDER

Councilor Gaffan called the meeting to order at 4:09pm with following persons in attendance:

Mayor N. Santos
P. Bain
M. Laman
D. Williams
D. Laman
D. Doey
M. Durocher, Manager Parks and Recreation

B. DISCLOSURE OF PECUNIARY INTEREST

Councilor Gaffan reminded members that any declaration and its general nature is to be made prior to each item being discussed

C. PRESENTATIONS/DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. Staff Report

M. Durocher provided a detailing the request from the John and Michele Law to stage their music school concert on December 2 at 3pm in at Lakeside Park Pavilion prior to the opening of Sip and Shop.

F. MINUTES OF THE PREVIOUS MEETINGS

September 26 2017

FOL 18-2017

Moved by M. Laman and seconded P. Bain to adopt the regular meeting of Fantasy of Lights Committee minutes dated September 26 2017

CARRIED

G. NEW AND UNFINISHED BUSINESS

Parade

Parade is shaping up nicely, with the majority of paid performers confirmed.

Opening Ceremonies

Dr. Hopper is confirmed with her group from KDHS for the opening ceremonies. They will be singing at approximately 6:45. Committee asked that M. Durocher arrange with sound technician to have 4 microphones on stage.

Children's Activities

Five Hundred Dollars has been received in donations for the children's activities. Mayor Santos will be sponsoring the printing of the coloring books. The projects are ready to be cut out.

Breakfast with Santa

Councilor Gaffan has arranged with Vern to look after the food preparation, FOL will just have to look after payment. The tickets are done and will be sold at the arena.

Train

Continue to look for volunteers for the train. Committee asked for additional measures to be taken to keep the gingerbread house warm. The lexan will be put in the ceiling again by staff, along with a double row of straw. M. Durocher volunteered a heater from the arena to be used as long as it does not blow the breaker.

H. ADJOURNMENT

FOL 19-2017

Moved by D. Doey and seconded by D. Laman to adjourn this regular meeting at 4:45 pm

CARRIED

Next meeting: November 28 at 4pm Kingsville Arena Room D

Chair: Councilor T. Gaffan

**RECORDING SECRETARY,
MAGGIE DUROCHER**



Minutes

MINUTES
THE CORPORATION OF THE TOWN OF KINGSVILLE
FANTASY OF LIGHTS COMMITTEE
NOVEMBER 28 AT 4:00 P.M.
Kingsville Arena Room D, 1741 Jasperson Lane,
Kingsville, Ontario

A. CALL TO ORDER

Councilor Gaffan called the meeting to order at 4:08 pm with following persons in attendance:

Mayor N. Santos
P. Bain
M. Laman
D. Williams
D. Laman
M. Durocher, Manager Parks and Recreation Programs

B. DISCLOSURE OF PECUNIARY INTEREST

Councilor Gaffan reminded members that any declaration and its general nature is to be made prior to each item being discussed

C. PRESENTATIONS/DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. Staff Report

M. Durocher provided an update on the following items that were being worked on:

1. Sign for Train
2. Plaque for A1
3. Rescheduling of the parade

With regard to the sign denoting operation of the train the committee would like to include an additional part to the sign which could be attached by Velcro on to say Cancelled today

F. MINUTES OF THE PREVIOUS MEETINGS

October 24 2017

FOL 20-2017 Moved by M. Laman and seconded D. Williams to adopt the regular meeting of Fantasy of Lights Committee minutes dated October 24 2017

CARRIED

G. NEW AND UNFINISHED BUSINESS

Opening Ceremonies

Opening Ceremonies went well. The following items were deemed as having been well done:

1. Replacement Santa and Mrs. Claus
2. Music
3. Fireworks
4. Turnout was good
5. Sound was good

Children's Activities

Pat indicates that the children's activities are on track. M. Durocher will Allocating staff to assist with the event.

Breakfast with Santa

M. Durocher confirmed the following:

1. Tables will be set up
2. Staff will be on site to ensure building is open and coffee is turned on
3. Staff will be on site to take tickets/money at the door
4. Pat Bain will also be present.
5. M. Durocher to ensure that laminated signs thanking Vern's will be located at the food serving stations.
6. T. Gaffan to get card for Vern

Train

Train will be available for rides after the parade

The following items will be updated prior to this weekend

1. Soap to be available in pavilion for cleaning hot chocolate pot
2. Tickets are required for the train
3. Cement Truck lights need to be adjusted as they are currently shining in the eyes of the train drivers.

H. ADJOURNMENT

FOL 21-2017 Moved by D. Williams and seconded by P. Bain to adjourn this regular meeting at 4:50 pm

CARRIED

Next meeting: January 16 2018 at 4pm Kingsville Arena Room D

Chair: Councilor T. Gaffan

**RECORDING SECRETARY,
MAGGIE DUROCHER**



MINUTES

**REGULAR MEETING OF PARKS/RECREATION/
ARTS AND CULTURE COMMITTEE**

**THURSDAY February 22 2018
KINGSVILLE ARENA
6:30 P.M**

A. CALL TO ORDER

Deputy Mayor Queen called the meeting to order at 6:30 p.m. with the following persons in attendance:

Mayor N. Santos
Councilor Gaffan
B. Riddiford
S. l'Anson
M. Tremaine-Snip
Program Manager M. Durocher
Facilities Manager T. Del Greco

Regrets:

None

B. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Queen reminded members that any declaration and its general nature be made prior to each item being discussed.

C. DELEGATIONS/PETITIONS/CORRESPONDENCE

Kingsville Minor Soccer

The representative brought up the following topics that soccer would like to see taken care of prior to the opening of the season:

1. Canteen operator should be serving hot drinks to players and parents, he needs to access more of the fields
2. The cement under the benches on the fields needs to be serviced
3. Can the town provide nets and benches for fields 13b and 14? Soccer no longer has a bench sponsor, and questioned why soccer was providing the benches in the first place.
4. Looking for information on user group meeting-meeting to be held on March 6 at 6pm
5. Looking for budget to install a field storage facility. Soccer has sourced one out at \$36,000 and is looking for \$24,000 from the town for it.

6. Soccer has over 500 participants and is losing members soccer feels because of what the town has to offer.

P&R 07-2018 Moved by S. l'Anson and seconded by B. Riddiford to receive the report as presented

CARRIED

Brent Murray-Kingsville Class Basketball

B. Murray spoke in favour of the Lions Park proposal which contains the basketball court.

1. Kingsville Class will work with the town to provide back boards and rims at a value of \$3000-\$4000
2. There are currently 3 Rep. Teams and over 150 youth members involved in basketball with no outdoor courts in the town
3. The court size that is currently listed in the plans is not full sized. A full sized court is necessary for tournament play

P&R 08-2018 Moved by B. Riddiford and seconded by Councillor T. Gaffan to receive the report as presented

CARRIED

D. AMENDMENTS TO THE AGENDA

None

E. STAFF REPORTS

Facility Managers Report

P&R 09-2018 Moved by Councillor T. Gaffan and seconded by S. l'Anson to receive report by T. Del Greco as presented

CARRIED

Program Managers Report

P&R 10-2018 Moved by Mayor N. Santos and seconded by S. l'Anson to receive the report as presented by M. Durocher

CARRIED

F. Minutes of Previous Meetings

Regular Committee Minutes dated Thursday January 18 2018

P&R 11-2018 Motion made by B. Riddiford and seconded by Councillor T. Gaffan to receive minutes of Parks, Recreation, Arts and Culture meeting dated January 18 2018 with corrections.

CARRIED

G. Committee Reports

P&R 12-2018 Motion made by Councillor T. Gaffan and seconded M. Tremaine-Snip to receive minutes of the Fantasy of Lights Committee meeting dated January 16 2018

CARRIED

P&R 13-2018 Motion made by Mayor N. Santos and seconded B. Riddiford to receive minutes of the 55+ Committee meeting dated January 18 2018

CARRIED

P&R 14-2018 Motion made by M. Tremaine-Snip and seconded S. l'Anson to receive minutes of the Communities in Bloom Committee meeting dated January 25 2018

CARRIED

H. New and Unfinished Business

1. Communities in Bloom

Deputy Mayor Queen asked S. l'Anson to take over the chairmanship of the meeting for this section

M. Durocher provided the committee with information with regard to Communities in Bloom Committee and activities surrounding it

Whereas: several members resigned from the committee as a result of concerns related to the application of the code of conduct

Whereas: the committee was created to "To promote the general betterment and positive self-image of our community using the identified strengths that exist in the community." As stated in the committee's terms of reference

Whereas: The provincial judges identified committee cohesion issues during the 2016 and 2017 judging process

Whereas The PRAC committee recommends that the town of Kingsville repairs its reputation with Communities in Bloom Ontario

The committee recommends the Town of Kingsville not compete in the judged portion of the National Communities in Bloom Tour, they will remain as provincial member of Communities in Bloom Ontario in the noncompetitive friend category.

P&R 15-2018 Moved by B. Riddiford and seconded by Mayor Nelson Santos that in 2018 the Town of Kingsville will not compete in the judged portion of the National Communities in Bloom Tour, they will remain as a provincial member of

Communities in Bloom Ontario in the noncompetitive friend category.

2. Recreation Master Plan Review

The recreation master plan is a budgeted item for 2018. Discussion surrounding the implementation of this project took place

P&R 16-2018 Motion made by Mayor N. Santos and seconded by Councillor T. Gaffan that Montieth Brown be offered an extension on the contract they currently have in order to facilitate the recreation master plan review as budgeted.

CARRIED

Move to Closed Session

P&R 17-2018 Motion made by Mayor N. Santos and seconded Councillor T. Gaffan to move to closed session

CARRIED

P&R 18-2018 Motion made by B. Riddiford and seconded Councillor T. Gaffan to move out of closed session

CARRIED

I. Notice of Motion

J. Next Meeting

**The Next meeting of the
Parks Recreation and Culture Committee
Will take place Thursday March 29 at 7:00 pm
Kingsville Arena Room B**

P&R 19-2018 Moved by B. Riddiford and seconded by S. l'Anson to adjourn the meeting at 7:50 pm.

CARRIED

CHAIR: DEPUTY MAYOR GORD QUEEN

**RECORDING SECRETARY: M.
DUROCHER**



Minutes

MINUTES
THE CORPORATION OF THE TOWN OF KINGSVILLE
FANTASY OF LIGHTS COMMITTEE
JANUARY 16 2018 AT 4:00 P.M.
Kingsville Arena Room D, 1741 Jasperson Lane,
Kingsville, Ontario

A. CALL TO ORDER

Councilor Gaffan called the meeting to order at 4:00 pm with following persons in attendance:

Mayor N. Santos
P. Bain
M. Laman
D. Williams
D. Laman
M. Durocher, Manager Parks and Recreation Programs

B. DISCLOSURE OF PECUNIARY INTEREST

Councilor Gaffan reminded members that any declaration and its general nature is to be made prior to each item being discussed

C. PRESENTATIONS/DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. Staff Report

None

F. MINUTES OF THE PREVIOUS MEETING

November 28 2017

FOL 01-2018 Moved by D. Williams and seconded D. Laman to adopt the regular meeting of Fantasy of Lights Committee minutes dated November 28 2017

CARRIED

G. NEW AND UNFINISHED BUSINESS

Santa Claus Parade

Signs need to be posted a week prior to the parade with regard to street closures.

Opening Ceremonies

Opening ceremonies went well despite the date change

Children's Activities

P. Bain indicated that the turnout was not what they had hoped for
The idea that perhaps the date was too late was discussed
Consideration to be given to moving the event up between parade and sip and Shop
Consideration about combining with Breakfast with Santa

Breakfast with Santa

The turnout was respectable considering that it was the first year
T. Gaffan donated his expenses to FOL

Train

We have had a request for the train at an event in Windsor. Maggie To follow up with group
Committee would like to have an additional sign at Cull and Heritage advertising train rides

Sip and Shop

Event was reasonably successful
A questionnaire needs to be distributed to vendors to gain feedback

Sponsorship

Additional sponsorship ideas were discussed including

1. Turkey dinner
2. Steak Fry
3. A1 Dinner in August

H. ADJOURNMENT

FOL 02-2018 Moved by D. Williams and seconded by D. Laman to adjourn this regular meeting at 5:00 pm

CARRIED

Next meeting: February 20 2018 at 4pm Kingsville Arena Room D

Chair: Councilor T. Gaffan

**RECORDING SECRETARY,
MAGGIE DUROCHER**



Minutes

MINUTES
THE CORPORATION OF THE TOWN OF KINGSVILLE
55+ ADVISORY COMMITTEE
JANUARY 18 2018 3:00 PM
Unico Centre

A. CALL TO ORDER

S. Hughes called the meeting to order at 2:55 pm with the following members in attendance

M. Laman
S. Child
B. Peterson
A. Burrell
Councilor J. Driedger

B. DISCLOSURE OF PECUNIARY INTEREST

S. Hughes reminded members that any declaration and its general nature is to be made prior to each item being discussed.

C. PRESENTATIONS/DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. STAFF REPORTS

None

F. MINUTES OF THE PREVIOUS MEETINGS

November 9 2017

OAC 01-2018

Moved by B. Peterson and seconded by M. Laman to adopt Regular Meeting of 55+ Advisory Committee dated November 9 2017

CARRIED

G. NEW AND UNFINISHED BUSINESS

Tea

Date is June 2
M. Laman to ask Hort. Society for assistance in serving
A. Burrell to inquire if Barbershop quartet is available
Sandwiches-committee to make

Theme: Royal Tea
M. Durocher to ask Jack Miner about Tea Cups
Tickets \$5 sold at Arena
M. Durocher to provide charger plates again
British Empire Flags-M. Durocher to investigate if she has access to some

Expo

Arena staff to send out vendor package
BBQ and Baking-approach Pickleball
Entertainment-Want Crystal Gage’s Husband to be approached by committee
Pickleball demo to be outside to increase floor space
Should admission be charged?
Committee wants more entertainment
Approach BIA for participation
Include Bocce, Pickleball and Tennis demonstrations

Cultural Entertainment

M. Durocher is working on expanded cultural programing at Lakeside and Grovedale

H. Adjournment

OAC-02-2018 Moved by B. Peterson and seconded by S. Child to adjourn the meeting at 4:07 pm

CARRIED

**Next meeting:
Thursday February 22 at 3pm
Kingsville Arena**

**RECORDING SECRETARY,
M. Durocher**

**COMMITTEE CHAIR
S. Hughes**



MINUTES

**COMMUNITIES IN BLOOM COMMITTEE
THURSDAY JANUARY 25 @ 6:00 P.M.
Kingsville Arena 1741 Jasperson Lane, Kingsville ON**

A. CALL TO ORDER

Deputy Mayor Queen called the meeting to order at 6:00 P.M. with the following Persons in attendance:

Councillor Thomas Neufeld
Joan Cope
Sue Cosford
Liz Rogers
Janet Dupuis
Joan Washburn
M. Durocher – *Manager of Parks and Rec Programs*

Regrets:

A. Batke
K. Batke
Melissa Tremaine Snip

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. There were no disclosures.

C. AMENDMENTS TO THE AGENDA

Correspondence received from M. Tremaine-Snip

CIB 01-2018 Moved by Councillor T. Neufeld and seconded by J. Cope to receive the correspondence

CARRIED

D. STAFF REPORTS

M. Durocher reported that the Town of Kingsville had received an invitation from Communities in Bloom National affording the Town the opportunity to participate at the National Level in the category of Population.

E. MINUTES OF THE PREVIOUS MEETING

1. Communities in Bloom Committee Meeting Minutes of October 12 2017

CIB 02-2018 Moved by T. Neufeld, seconded by J. Dupuis to receive the minutes of the Communities in Bloom Committee meeting dated October 12, 2017.

CARRIED

F. BUSINESS ARISING FROM MINUTES

None.

G. NEW AND UNFINISHED BUSINESS

1. **Pay it forward signs-L. Rogers**

CIB 03-2018 Moved by L. Rogers, seconded by J. Cope that the pay it forward signs be created and ready for the 2018 season.

CARRIED

2. **2018 Theme for Floral Displays-J. Cope**

CIB 04-2018 Moved by J. Cope, seconded by S. Cosford
That CIB recommends to the community that the BIA colour scheme for 2018 be followed, and that in 2019 a cool colour scheme be recommended to the BIA

CARRIED

3. **Library Workshop– S. Cosford**

The concept of container gardens for children was discussed, with assistance from the Horticultural Society, Library and Communities in Bloom

CIB 05-2018 Moved by J. Cope, seconded by J. Washburn that S. Cosford attend the meeting with the Library to further organize this project.

CARRIED

4. **CIB National**

The Town of Kingsville has been invited to participate at the National level of CIB.

CIB 06-2018 Moved by Councillor T. Neufeld seconded by J. Cope that an invitation be extended to judge C. Minielly to invite her to provide the committee with further information and assistance in the planning of the CIB tour for 2018

CARRIED

5. Staff Involvement for 2018 Tour

It was agreed upon by the committee that the 2018 tour should involve staff from the Municipal Services department so that questions with regard to weed and pest control, phragmites, and other items can be answered.

6. Potential Sites for 2018 Tour

The group listed a number of potential sites for the 2018 tour. M. Durocher to provide committee with list of sites in order of preference, along with a score sheet whereby committee members could rank each site from 1-5 under the various judging categories.

7. Home Hardware

J. Washburn provided the committee with a copy of the Home Hardware National Edition that lists Fantasy of Lights including a picture of the carousel display for having won the 2016 National Award for Winterlife.

G. Notice of Motion for Next Meeting

L. Rogers- Move or cause to have moved that the committee continue to schedule workshops and projects in 2018.

H. NEXT MEETING DATE

1. The date of the next Communities in Bloom Committee meeting is Wednesday February 21 at 8:00 am. At the Kingsville Arena

I. ADJOURNMENT

CIB 07-2018 Moved by Councillor T. Neufeld and seconded by J. Dupuis to adjourn the meeting at 7pm

CARRIED

CHAIR, G. Queen

RECORDING SECRETARY, M. Durocher

Sandy Kitchen

From: Sandy Kitchen
Sent: Wednesday, April 4, 2018 1:52 PM
To: Sandy Kitchen
Subject: FW: Boulevard Shade Trees - Lions Club Donation to the Town

From: Joan Cope [<mailto:joanswin@yahoo.ca>]
Sent: Tuesday, March 20, 2018 3:06 PM
To: KingsvilleWorks <Kingsvilleworks@kingsville.ca>
Cc: Fred Cross <lionfred@hotmail.ca>
Subject: Boulevard Shade Trees - Lions Club Donation to the Town

To commemorate the Lions Club of Kingsville's 85th Anniversary, the Lions wish to donate 8 Carolinian shade trees to the town.

In particular, the club would like to suggest planting the shade trees along the Remark Trail on the west side boulevard of Jasperson Ave.

This trail is a popular walking trail and could benefit from some lovely shade trees to enhance the recreation value of active living.

Another possibility would be to plant some or all of the shade trees in close proximity to the new Grovedale community building, once completed.

Please contact: President Fred Cross of the Kingsville Lions Club.

ph. 733 3349 or e-mail lionfred@hotmail.ca

Thank you.

Sandy Kitchen

From: Sandy Kitchen
Sent: Wednesday, April 4, 2018 1:59 PM
To: Sandy Kitchen
Subject: FW: Windsor-Essex Community Foundation - 2018 Vitals Signs Program Sponsorship Opportunities
Attachments: Sponsorship Package 2018 (FINAL) - 02-14-18.pdf

From: Tom Touralias <ttouralias@lakeshore.ca>
Sent: March-23-18 2:34 PM
To: Tom Touralias <ttouralias@lakeshore.ca>
Subject: Windsor-Essex Community Foundation - 2018 Vitals Signs Program Sponsorship Opportunities

On behalf of the Board of Directors of the Windsor-Essex Community Foundation, please consider sponsoring the 2018 *Vital Signs* program. Sponsorship details can be found in the attached information package.

The WECF is proud to be part of the national Vital Signs program for the past five years connecting the Windsor-Essex Region with many other community foundations across Canada as we work together to increase awareness of community strengths and act as catalysts to engage our communities in the on-going dialogue about who we are, what we do, why we do it, and where it can lead. The Vital Signs report combines local, provincial and national data to provide an all-encompassing view of the quality of life in Windsor-Essex. The WECF is proud to continue this initiative in Windsor-Essex as we expand on what makes our community a great place to live!

Additional information on this national program is available online at Community Foundation of Canada's website www.vitalsignscanada.ca or through the WECF's website <http://wecf.ca/community-engagement/vital-signs/>.

The Vital Signs survey reaches thousands of homes and businesses across Windsor and Essex County. We look forward to your participation and, should you have any questions, please do not hesitate to contact myself or the foundation Executive Director, Ms. Lisa Kolody at 519-255-6572 / lkolody@wecf.ca

Sincerely,
Tom Touralias
WECF Board Vice-Chair

Tom Touralias, P.Eng., MBA
Chief Administrative Officer

Town of Lakeshore
T 519-728-1975 x237
ttouralias@lakeshore.ca



Remember to Like, Follow, and Share us on  and .

2018 | WINDSOR-ESSEX'S VitalSigns

Sponsorship Opportunities

Benefits	Premier Sponsor \$5,000	Pillar Sponsor \$2,500	Support Sponsor \$500
LOGO RECOGNITION			
- Vital Signs® Survey which is distributed to more than 1,000 residents in Windsor/Essex *	✓		
- Front cover and on every other page of the Vital Signs report (distributed to 49,000 print subscribers in Windsor/Essex)	✓		
- All Post-Report presentations throughout the year	✓		
- WECF Vital Signs-specific media releases	✓		
- All Vital Signs® advertisements *	✓		
- Annual Report (November 2018 release)	✓		
- Social Media Streams (Facebook, Twitter, LinkedIn, Instagram) with over 3,100 followers	✓	✓	
- WECF Newsletters	✓	✓	
- WECF Web Site with a link back to your site	✓	✓	
- Vital Signs® Survey Launch PowerPoint	✓	✓	✓
- Vital Signs® Report Launch Powerpoint	✓	✓	✓
- Invitation to attend Vital Signs® Survey Launch & Report Launch	✓	✓	✓
- On the back page of the Vital Signs® report (distributed to 49,000 print subscribers in Windsor/Essex)	✓	✓	✓
- On a single page of the Vital Signs® report (distributed to 49,000 print subscribers in Windsor/Essex)		✓	✓
VERBAL RECOGNITION			
- At all Post-Report presentations throughout the year	✓	✓	
- Vital Signs® Survey Launch	✓	✓	
- Vital Signs® Report Launch	✓	✓	

* Your sponsorship commitment must be received prior to March 31, 2018

*Custom sponsorship packages are available.
Please call the WindsorEssex Community Foundation at 519-255-6572
to discuss your marketing needs.*

2018 | WINDSOR-ESSEX'S **VitalSigns**

Sponsorship Commitment Form

Company Name _____

Contact _____ Title _____

Address _____ City _____ Postal _____

Phone _____ Email _____

Please indicate your Sponsorship Level

Premier Sponsor (\$5,000) Pillar Sponsor (\$2,500) Support Sponsor (\$500)

We would like to customize our own sponsorship package for Vital Signs®

We are unable to sponsor Vital Signs® this year, but would like to learn how we can participate as a company

Questions?

Lisa Kolody
Executive Director
WindsorEssex Community Foundation
519-255-6572
lkolody@wecf.ca

Anna Maruska
Program Coordinator
WindsorEssex Community Foundation
519-255-6572
amaruska@wecf.ca

Sample Acknowledgement on WECF Website (Vital Signs® Page)



HOME GET TO KNOW US SERVICES **COMMUNITY ENGAGEMENT** RESOURCES CONTACTS

2018 | WINDSOR-ESSEX'S VitalSigns

The WECF is proud to be part of the national Vital Signs® program. For the past five years we have been able to connect with many other community foundations across Canada as we work together to increase awareness of community strengths and act as catalysts to engage our communities in the ongoing conversations about who we are, what we do, why we do it, and where it can lead. The Vital Signs® report combines local, provincial and national data to provide an all-encompassing overview of how respondents feel about their quality of life living in Windsor/Essex. The WECF is proud to continue this initiative in Windsor/Essex as we expand on what makes our community a great place to live, work, play and grow!

Thank you to our Partners & Sponsors



COMMUNITY FOUNDATIONS OF CANADA
all for community

YOUR LOGO HERE	YOUR LOGO HERE	YOUR LOGO HERE	YOUR LOGO HERE
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Sample Acknowledgement in Vital Signs® Survey



In partnership with



Welcome to the 2018 Vital Signs® Survey.

Before You Begin

Please only complete this survey if you are a resident of Windsor/Essex.
The Foundation is only able to report on data based on responses from those living in this region.

Sample Acknowledgement in Vital Signs® Report (Pillar Sponsor)

IN PARTNERSHIP WITH

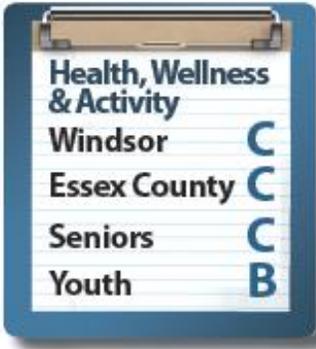


Health, Wellness & Activity

PRESENTED BY



2017
WINDSOR-ESSEX'S
Vital Signs®



What You Said:

When it comes to people in Windsor-Essex having access to mental health programs and services **46%** of respondents feel we're on the right track or doing okay, while **24%** feel this needs improvement.

The Windsor-Essex County Health Unit reported that 68% of the population 12 years of age and over perceived their mental health as being very good or excellent in 2014. This rate was lower than both the provincial (70%) and the national (71%) rates.

Respondents were asked if there are enough health professionals in Windsor-Essex to meet residents' needs **46%** feel this needs improvement or it is something we should look into, **23%** feel we are doing okay.

In 2014 the Windsor-Essex County Health Unit reported 7% of the population was without a regular medical doctor. This was below the provincial (7.5%) and the national (15%) rates.



Respondents were asked if sport and recreational programs are accessible for children in Windsor-Essex **57%** feel we are on the right track or doing okay, **19%** feel we are doing great.

In Windsor in 2014, the Windsor-Essex County Health Unit reported an adult obesity rate for the population 18 years and over at 23%. This was higher than both the provincial and national rates (20%).

In 2014, the Windsor-Essex County Health Unit reported that 55% of adults in Windsor spent their time being active or moderately active. This rate was higher than both the provincial (53%) and national (54%) rates.

Reference: Statistics Canada, CANSIM Table 105-0501.

Top Priorities

Improving access to mental health programs and services **37%**

Improving access to health professionals and services **25%**

Decreasing the cost of sport and recreation programs **14%**



Windsor-Essex
Community
Foundation

Did You Know?

Amherstburg Police Services have added a mental health officer who is specialized to respond to individuals experiencing mental health issues.

The Canadian Mental Association has a variety of programs that address mental health. Their newest initiative is the Sole Focus Project.

The Windsor Family Health Team provides services to the community with a focus on disease management and prevention, rehabilitation, palliative care and health promotion.

The Windsor-Essex Catholic District School Board has launched the Sports Academies Program to develop life skills and produce well-rounded graduates who make a commitment to healthy, active living and lifelong learning.

In August, the WECF released its first Vital Brief highlighting Sport and Sense of Belonging in Windsor-Essex. The full report can be read at www.wecf.ca.

In July, The WECF helped send ten athletes to the Summer Provincial Special Olympic Games by supporting the LaSalle Windsor Special Olympics.





March 22, 2018

Dear Mayor and Council

This year, the Town of Essex Arts, Culture and Tourism (ACT) Committee is once again celebrating local art and we're reaching out to our neighbouring municipalities seeking support for our Arts Excellence Awards initiative.

The arts are an important part of any community. Not only do artists contribute to the local economy, they also make our communities more vibrant and livable. These awards will highlight and celebrate local artists who help to better our communities.

We are calling for submissions of original work from artists and artisans who live, or attend school, in any of the seven municipalities in the County of Essex. The top three submissions (as judged by a panel of experts) will receive cash prizes and be recognized at the Essex Fun Festival (July 5th to July 8th) with exhibition and a second showing July 25 during Explore the Shore at the Colchester Community Centre. Work can be submitted in person or online, and must be made by May 28, 2018.

The ACT Committee seeks the support of your Council, Arts Committees, and citizens in sharing the Arts Excellence Award information. A copy of the call for submissions and related documents is attached and available for viewing at www.essex.ca/ArtAwards.

Thank you for your time and we look forward to celebrating and supporting local art with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cynthia Cakebread".

Cynthia Cakebread
Manager, Recreation and Culture
Town of Essex



- CC. Town of Amherstburg
- Town of Kingsville
- Town of Lakeshore
- Town of Lasalle
- Town of Leamington
- Town of Tecumseh



Art Excellence Awards

Art Excellence Awards Rules

Submission Deadline: May 28, 2018

Award Announcement: July 8, 2018 at 2:00pm

Acceptable Submissions

Any form of tasteful art is acceptable for this competition.

For ease of submission, digital images and recordings may be submitted as a substitute for the original work. Verification of original work may be requested.

To ensure that your submission can be interpreted properly by the judges, please submit appropriate media. For example, if you are submitting a music composition, please submit a recording of that composition. If submitting a short play or dance, include a video recording of a performance. If submitting a large scale artwork, include photographs of the piece.

Online Submissions

To submit your work online, please complete the online [Art Excellence Awards Submission Form](#). Remember to attach a digital representation of your work (if under 8MB) or follow the instructions provided on the form for submission of large files.

Submission Requirements

- Must be submitted by original artist(s)
- Artists must live, attend school, or own residence in the townships of the county of Essex
- Work must be submitted on a reviewable medium.
- Winning works must be available for presentation during the Essex Fun Fest. July 5 to 8th.
- A brief summary outlining how the artist's shows a dedication to their art through their submission. Summary will not be longer than 250 words.
- Only one submission per artist.

Acceptable Media

- Visual works should be submitted on a clear 5 x 7 photo. Multiple angles are allowed at the discretion of the artist.

- Music, spoken word, or any other audio work should be submitted in .WAV or .MP3
- Dance or performance based works should be submitted in video format.
- Written work should be submitted in .PDF format.

Winning Works

Three awards ranked 1st, 2nd and 3rd are available through this program:

- **1st place: \$1000**
- **2nd place: \$650**
- **3rd Place: \$350**

Works will be judged based on the artist's dedication to their art, and the aesthetic appeal to the judges.

There will be no fewer than three judges for each work. Judges may ask others for insight into interpretation for their field.

Award Presentation and Public Exhibition

Awards will be announced and presented to the artists during the Essex Fun Fest on July 8, 2018. During the judging, if there are any honourable mentions that were in close contention for one of the awards, the organizers will reach out to these artists to offer the chance to showcase their art as well.

The winning works will be also displayed at a public exhibition during the Explore the Shore event, happening Saturday, July 28.

Damage or Loss

While we will take the utmost care with original works of art, the Town of Essex and the ACT Committee are not responsible for any damage or loss of art during transit or storage.

Questions

If you have questions about the Art Excellence Awards, please contact Cynthia Cakebread, Manager, Recreation and Culture, by phone (519-776-7336 ext. 1352) or email: ccakebread@essex.ca



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292THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 45 - 2018

Being a By-law to adopt and maintain a policy with respect to the Use of Municipal Resources for Election-Related Purposes

WHEREAS Section 88.18 of the *Municipal Elections Act, 1996* requires municipalities to establish rules and procedures regarding the use of municipal or board resources during an election campaign period;

AND WHEREAS the policy, cited as the “Use of Municipal Resources for Election-Related Purposes Policy” applies to all Candidates, Members of Council, municipal employees and registered Third Party Advertisers.

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

1. That the Use of Municipal Resources for Election-Related Purposes Policy attached hereto and marked as Schedule A is hereby adopted.
2. That 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 9th day of April, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 46 - 2018

Being a By-law authorizing the entering into of an Agreement with Bruce Sovran and Barbara Sovran o/a County Wide Tree Service

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

WHEREAS The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into an Agreement with Bruce Sovran and Barbara Sovran, operating as County Wide Tree Service.

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

1. **THAT** the Town enters into and executes with Bruce Sovran and Barbara Sovran, operating as County Wide Tree Service 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 9th DAY OF APRIL, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THIS AGREEMENT made in duplicate the ____ day of _____ , 2018.

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter the "Town")

-and-

BRUCE SOVRAN AND BARBARA SOVRAN
o/a COUNTY WIDE TREE SERVICE
(hereinafter the "Contractor")

WHEREAS the Contractor and the Town agree that the Contractor shall provide to the Town certain on-call tree services;

AND WHEREAS the Contractor submitted a Proposal to the Town in response to the Request for Proposals that was posted on the Town's electronic bidding site;

IN CONSIDERATION of the mutual covenants herein and for such good and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

Term

1. The term of this Agreement shall be two (2) years commencing on the 1st day of February, 2018 and ending on the 31st day of January, 2020.
2. At the sole discretion of the Town, and upon the provision of six (6) months' written notice to the Contract prior to January 31, 2020, this Agreement may be extended for a period of no more than three (3) years. This renewal option may only be exercised once.
3. This Agreement may be terminated in accordance with sections 19 thru 22.

Services of the Contractor

4. The Contractor agrees to provide to the Town tree trimming services (the "Tree Services"), on an as needed basis, which Tree Services shall include pruning, grubbing, chipping, tree removal, stump grinding, removal of hanging tree limbs, and clearing of fallen trees.
5. The Contractor shall:
 - a. Furnish all necessary machinery, tools, apparatus, and labour necessary to provide the Tree Services;

- b. Ensure that each work site is restored to its pre-service call condition and debris is cleaned up to the satisfaction of the Town;
 - c. Ensure that all employees are properly trained on appropriate safety measures while providing the Tree Services;
 - d. Abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial, and municipal authorities and public bodies having jurisdiction;
 - e. Invoice the Town, in writing, within thirty (30) days following the provision of Tree Services; and
 - f. In the event of a road closure, or partial closure, arrange for the necessary barricades, signage, detours and flag persons as outlined in the Ministry of Transportation guidelines of Book 7 for Traffic Control, and shall notify all emergency services and applicable school bus services prior to undertaking the work.
6. The Contractor shall provide emergency Tree Services in situations deemed an emergency by the Town. In an emergency, the Contractor shall, within three (3) hours of being contacted by the Town, mobilize all labour and equipment necessary to complete the required work.

Compensation

- 7. The Town agrees to compensate the Contractor in accordance with the rates as outlined in Schedule "A" to this Agreement. The Town shall not be required and is not liable to make any other payments to the Contractor, except as those described in Schedule "A".
- 8. Any payments that are required to be made by the Town under this Agreement shall be made within thirty (30) days of receipt of an invoice by the Town.
- 9. At no time during the term of this Agreement, shall the Contractor increase its rates.

Records and Information

- 10. The Contractor agrees to maintain such records as determined by the Municipality to be necessary to ensure the recording of information related to and verifying the performance by the Contractor of its obligations under this Agreement and to provide copies of such records to the Town upon request.

Workplace Safety and Insurance

11. The Contractor shall provide a certificate of good standing from the Workplace Safety and Insurance Board upon execution of this Agreement.

Accessibility for Ontarians with Disabilities Act

12. The Contractor shall ensure that persons in its organization who are required to receive training as required by the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c.11, as amended, and the associated regulations have received such training or will receive such training prior to commencement of work under this Agreement. The Town may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Town.

Occupational Health and Safety

13. The Contractor shall comply with the Town's policies regarding human rights, harassment in the workplace and shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and the Ministry of Transportation guidelines of Book 7 for Traffic Control.

Indemnity and Insurance

14. The Contractor agrees to indemnify and save the Town, its employees, officers, or agents harmless in respect of all charges, costs, expenses, suits, and claims whatsoever arising in connection with the provision of services contemplated by this Agreement and the activities of employees and contractors of the Contractor and the operation of vehicles and equipment on behalf of the Contractor.
15. The Contractor shall forthwith furnish to the Town a satisfactory Certificate of Insurance containing the information below, for the duration of this Agreement, and any renewal or extension of this Agreement:
 - a. \$2,000,000.00 (per occurrence) general liability insurance, which includes third party bodily injury and property damage; and
 - b. \$2,000,000.00 automobile liability policy.
16. The policies of insurance shall be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days' prior written notice to the Town.

17. The Certificate of Insurance shall name the Town as an additional insured.

Assignment

18. This Agreement or the performance of any obligations hereunder may not be assigned by the Contractor without the consent of the Town.

Termination for Cause

19. If either party fails to discharge any of its obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement.
20. In the event of default or breach of this Agreement, the non-breaching party shall give notice of the default to the breaching party.
21. In the event that the default is not corrected within thirty (30) days of receiving notice from the non-breaching party, the non-breaching party may terminate this Agreement at the end of that thirty (30) day period.
22. In the event of a recurring default, in which notice of the default was issued, and the breaching party does not satisfy the non-breaching party that such defaults will cease to occur, the non-breaching party shall be entitled to terminate this Agreement upon the occurrence of such default and the breaching party shall not be permitted to cure such default.

Notice

23. Any notice required to be given under this Agreement shall be in writing and provided by way of:
 - a. Hand delivery, in which case notice shall be effective on the date of delivery; or
 - b. Regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

TO: THE CORPORATION OF THE TOWN OF KINGSVILLE
2021 Division Road North
Kingsville, ON N9Y 2Y9
Attention: Manager of Public Works

TO: COUNTY WIDE TREE SERVICE
1175 Essex County Rd 20
Kingsville, ON N9Y 2E6
Attention: Bruce Sovran

General Provisions

24. The Contractor shall declare any relationship that would result in the disqualification of a member of the Council of the Town in accordance with the *Municipal Conflicts of Interest Act* or policy of the Town.
25. This Agreement and any documents referenced within this Agreement, contains the entire understand of the parties with regard to the subject matter contained herein. This Agreement will not be amended, restated, modified or supplemented except in writing executed by an authorized representative of each of the parties hereto.
26. Any term or provision of this Agreement may be waived, or the time of performance may be extended by the party entitled to benefit thereof. Any such waiver will be validly and sufficiency authorized for the purposes of its Agreement if authorized in writing by an authorized representative of such party. The failure of a party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision nor effect the validity of this Agreement or the right of any party thereafter to enforce each and every provision.
27. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
28. This Agreement does not and shall not be construed to create or to establish a partnership, agency, joint venture, or any other relationship between the parties hereto, nor constitute any party as an agent of the other.
29. Where the Contractor is required to comply with any requirement in law, the Town may require the Contractor to deliver proof of such compliance to the Town in a form satisfactory to the Town.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

COUNTY WIDE TREE SERVICE

SIGNED, SEALED AND DELIVERED
In the Presence of

Witness

Bruce Sovran, Partner

Witness

Barbara Sovran, Partner

THE CORPORATION OF THE TOWN
OF KINGSVILLE

Nelson Santos, Mayor

Jennifer Astrologo, Clerk

We have authority to bind the Corporation

Appendix "A"

Charges/Rates for Equipment and Services

<u>Services</u>	<u>Rate</u>
3 man crew, bucket truck, chipper, chipping truck	\$160.00/hr
3 man crew, combined unit	\$140.00/hr
2 man crew, chipper, chipping truck	\$100.00/hr
After hours, weekends and holidays	Same as above

<u>Equipment</u>	<u>Rate</u>
Extra man	\$35.00/hr
Stumping 252	\$1.00/inch
Stumping 1560	\$1.00/inch
Stumping 2465	\$1.00/inch
Stumping Removals	\$2.00/inch
Stumping Restoration	\$3.00/inch
Dumping Fees	No dumping fees

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 47 - 2018

Being a By-law authorizing the entering into of a Lease Agreement with the Rotary Club of Cottam for use of certain portions of the Town's recreational facility located at 124 Fox St., Cottam

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

WHEREAS The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into a Lease Agreement with Rotary Club of Cottam for use of certain portions of the Town's recreational facility located at 124 Fox Street, Cottam.

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

1. **THAT** the Town enters into and executes with Rotary Club of Cottam a Lease 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 9th DAY OF APRIL, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THIS AGREEMENT made this day of insert date , 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter referred to as the “Landlord”)

OF THE FIRST PART

-and-

ROTARY CLUB OF COTTAM

(hereinafter referred to the “Tenant”)

OF THE SECOND PART

WHEREAS the Landlord is the owner of certain lands located at 124 Fox Street, Cottam, Ontario and more particularly described in Schedule “A” to this Agreement (the “Lands”), which Lands include a building (the “Building”);

AND WHEREAS the Tenant wishes to lease certain portions of the Building as a meeting area and the Landlord is willing to lease a portion of the Building to the Tenant for meeting purposes;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants and obligations set forth in this Agreement and of other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

Recitals

1. The recitals as set out above are true in substance and in fact.

Premises

2. The Landlord hereby leases to the Tenant those portions of the Building as indicated in Schedule "B" attached to this Agreement (the "Premises") together with the right to use those areas of the Lands adjacent to or outside the Premises, but which are not part of the Premises and which do not constitute rented or rentable areas and which walkways, sidewalks, access areas and parking areas.
3. The Tenant may use the Premises for the purposes of conducting its meetings.

Term

4. The term of this Agreement commences on the 1st day of March, 2018 and ends on the 28th day of February, 2019.
5. Provided that the Tenant is not in default under this Agreement, this Agreement shall continue on a month to month basis after February of 2019. During this period, the Landlord shall have the right to terminate this Agreement at any time by providing thirty (30) days advanced written notice to the Tenant.
6. Subject to the Landlord's rights under this Lease, the Tenant shall have quiet enjoyment of the Premises during the term of this Agreement without any interruption or disturbance from the Landlord.

Rent

7. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent in the amount of \$1,020.00, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$85.00, plus applicable taxes, on or before the 1st day of each and every month for the duration of the term of this Lease.

8. The rent described in section 7 of this Agreement shall be collectable effective March 1, 2018 and is inclusive of any property tax that may be levied on the Land.
9. The Tenant shall provide to the Landlord at the address provided in section 33 a series of post-dated cheques for each calendar year representing the monthly installment as set out in section 7 herein.

Tenant's Responsibilities

10. The Tenant further covenants and agrees as follows:
 - a) The Tenant shall be responsible for the continued maintenance and repair of the Premises, excluding heating and cooling equipment appurtenant to the Building. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Premises for the purpose of inspection of the same and, in the event that such inspection reveals that maintenance or repair work is required to be completed by the Tenant pursuant to the terms of this Lease, the Landlord shall give the Tenant notice in writing and the Tenant shall, within a reasonable time, complete such work in a good and workpersonlike manner.
 - b) The Tenant shall keep the Premises in a reasonable state of cleanliness. The Tenant shall provide, at its expense, any janitorial services and supplies that may be required in this regard.
 - c) The Tenant and shall not make improvements, alterations or renovations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Any such improvements, alterations or renovations made by the Tenant with the written consent of the Landlord shall be at the sole expense of the Tenant and such improvements, alterations or renovations shall immediately become the property of the Landlord without compensation to the Tenant.

- d) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all improvements, alterations or renovations made by the Tenant to the Premises and shall repair all damaged caused by the installation or the removal or both.
11. For greater clarity, the Landlord and Tenant agree that any other services or expenses relevant to the use by the Tenant of the Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to the provision of its own telephones and telephone service.
 12. If the Tenant fails to maintain or repair the Premises as required by this Lease, the Landlord may, but shall not be obliged to, conduct any maintenance or make any necessary repairs to the Premises. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Premises for the purpose of carrying out such maintenance and repairs and the Tenant shall be liable to the Landlord for all costs associated with the Landlord so doing. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and any work carried out by the Landlord.
 13. The Tenant shall be responsible for all inspections of fire and safety related equipment (i.e. fire extinguishers, alarms, lights). The Tenant must maintain documentation evidencing the inspections, which documentation shall be available to the Landlord upon request.
 14. If the Tenant fails to make any payments required to be made in accordance with this Lease, the Landlord may make such payments and the Tenant shall be liable to the Landlord for such amounts. If such amounts are not paid by the Tenant to the Landlord upon demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid amounts as if such amounts were rent.

Landlord's Responsibilities

15. The Landlord shall, at its expense, be responsible for all the continued maintenance and repair of any and all aspects of the exterior of the Building including all grassy areas, parking facilities, driveways and building access located on the Lands.
16. The Landlord, at its expense, shall be responsible for the continued maintenance and repair or replacement of the heating, cooling, and ventilation equipment.
17. The Landlord shall take the necessary steps to insure, at its expense, the Building and appurtenances thereto against any and all loss from any cause whatsoever and, without limiting the generality of the foregoing, shall include a loss by fire, the elements or explosion, for their full insurable value.
18. The Landlord shall maintain the accounts for the utilities in good standing.

Acts of Default

19. In addition to the breach of any covenant, term or condition of this Lease, the following are acts of default for the purposes of this Lease ("Acts of Default"):
 - a) the bankruptcy or insolvency of the Tenant;
 - b) a material change in use of the Premises by the Tenant and, in particular, without limiting the generality of the foregoing, any change that affects the Landlord's insurance or that constitutes a nuisance;
 - c) the Tenant has committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Land or any part thereof;

- d) any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant; or
- e) the Tenant is no longer recognized as a non-profit corporation, without share capital, pursuant to the *Corporations Act*.

Termination

- 20. The Landlord may terminate the Lease if the Tenant commits an Act of Default, in accordance with any other provision of this Agreement conferring that right on the Landlord, or for any other cause permitted by law.
- 21. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default and to charge the costs of such rectification to the Tenant and recover such costs as rent.
- 22. No Act of Default shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord. Any waiver shall not constitute the condoning of any Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.

Overholding

- 23. If the Tenant remains in possession of the Premises after termination of this Lease and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding shall create a monthly tenancy only, which shall be terminable on 30 days' written notice, and the tenancy shall be subject to all of the terms and conditions of this Agreement, except those regarding the term.

Indemnity and Insurance

24. The Tenant shall indemnify and hold harmless the Landlord, its agents, employees, appointees and members of Council, from and against any and all liabilities, claims, expenses, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly that are based upon, occasioned by or attributed to any bodily injury, sickness, disease or death or to damage to or destruction of tangible property arising out of or occasioned by the maintenance, use or occupancy of the Premises or the sub-letting or assignment of the same or any part thereof by the Tenant or anyone for whom at law the Tenant is responsible. The Tenant covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default or negligence of the Tenant or anyone for whom at law the Tenant is responsible and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
25. The Tenant shall at its expense take out and maintain in full force and effect for the term of this Lease the following insurance:
- a) insurance upon property of every kind owned by the Tenant or for which the Tenant is liable or which is installed on behalf of the Tenant within the Premises; and
 - b) general liability and property damage insurance, including but not limited to, personal liability, contractual liability and tenants' legal liability. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000.00). This insurance shall name as an additional insured the Landlord and shall contain a provision for cross liability or severability of interest.
26. The Tenant shall provide Certificates of Insurance to the Landlord upon execution of this Lease and shall provide the Landlord with copies of all renewals throughout the term of this Lease.

Force Majeure

27. It is expressly agreed that, if during the term hereof, the Premises shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections or explosions, the following provisions shall have effect:
- a) if the Premises are rendered wholly unfit for occupancy by the Tenant, the rent hereby reserved shall be suspended until the Premises have been repaired or restored;
 - b) if the Premises are rendered partially unfit for occupancy by the Tenant, the rent hereby reserved shall abate in part only in the proportion that the part of the Premises so rendered unfit is of the whole of the Premises until the Premises have been repaired or restored;
 - c) if the Premises shall be incapable of being repaired or restored with reasonable diligence within 120 days of the happening of the damage, then either the Landlord or the Tenant may, at its/their option, terminate this Lease by notice in writing to the other given within 60 days from the date of the damage, and if such notice is given, this Lease shall cease and become null and void from the date of the damage and the Tenant shall immediately surrender the Premises and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlord may re-enter and repossess the Premises
 - d) if the Premises are capable with reasonable diligence of being repaired or restored within 120 days of the happening of such damage, then the Landlord shall restore or repair the Premises within 120 days;
28. Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
29. There shall be no abatement from or reduction to the rent payable by the Tenant nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special,

caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.

Assignment or Sublet

30. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other third party without the prior written consent of the Landlord.
31. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not release the Tenant from its obligations under this Lease, including the obligation to pay rent and other expenses as provided for herein.

Vacant Possession

32. At the end of the term Lease or upon termination, the Tenant shall deliver vacant possession of the Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear accepted and subject to Section 10(c).

Notice

33. Notice given under this Lease shall be provided by way of:
 - a) hand delivery, in which case notice shall be effective on the date of delivery;
 - b) e-mail, in which case notice shall be effective on the day on which the e-mail is received; or

- c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

To the Landlord:

The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9
Attention: Manager of Municipal Facilities and Property

To the Tenant:

Rotary Club of Cottam
22 Lyle Street
Cottam, Ontario
N0R1B0
Attention: Wayne Hyland, Treasurer

General

- 34. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
- 35. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
- 36. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein
- 37. In this Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual includes a corporation and vice versa.
- 38. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

IN WITNESS WHEREOF the Landlord has hereunto duly executed this Agreement this day of _____, 2018.

THE CORPORATION OF THE
TOWN OF KINGSVILLE

Per: _____
NELSON SANTOS, MAYOR

Per: _____
JENNIFER ASTROLOGO, CLERK

IN WITNESS WHEREOF the Tenant has hereunto duly executed this Agreement this _____ day of _____, 2018.

COTTAM ROTARY CLUB

Per: _____
Name:
President

Per: _____
Name:
Vice-President

We have authority to bind the Corporation

SCHEDULE 'A'

GOSFIELD NORTH CON NTR PT LOT 270 AND RP 12R4134 PT PART 1 RP 12R5450
PARTS 2 AND 3

SCHEDULE 'B'



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 48-2018

Being a By-law to confirm the proceedings of the
Council of The Corporation of the Town of Kingsville at its
April 9, 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 April 9, 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
9th DAY OF APRIL, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo