



**TOWN OF KINGSVILLE
REGULAR MEETING OF COUNCIL
AGENDA**

Monday, September 23, 2024, 6:00 PM

Unico Community Centre

37 Beech Street

Kingsville, ON N9Y 1A9

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<https://www.kingsville.ca/livestream>

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Pages

A. Call to Order

B. Land Acknowledgement

We acknowledge the Three Fires Confederacy (Ojibwe, Potawatomie and Odawa) and the Traditional ancestral, unceded territory of Caldwell First Nation; the original people of Point Pelee, Pelee Island and its surrounding waters. We recognize and respect the First Nations who are stewards of the land and waters of Turtle Island and who have embraced this stewardship since time immemorial. We would also like to acknowledge all the moccasins who have walked lands of Turtle Island.

C. Moment of Silent Reflection and National Anthem

D. Mayor's Welcome and Remarks

E. Amendments to the Agenda

F. 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.

G. Report out of Closed Session

Pursuant to Section 239(2) on the Municipal Act, 2001, Council entered into Closed Session at 5:00 p.m. and 7:06 p.m. on September 9, 2024, to discuss the following items:

Item I - Update on Matter Before an Administrative Tribunal heard under Section 239(2)(e) being litigation or potential litigation, including matters before administrative tribunals, affecting the municipality. Administration presented a report (Ontario Land Tribunal Appeal – 183 Main Street) in Open Session on the same date and Council gave direction authorizing a settlement of the appeal before the Ontario Land Tribunal.

Item II - Development Update heard under Section 239(2)(b) being personal matters about an identifiable individual; and; 239(2)(e) being litigation or potential litigation. There is nothing further to report.

Further, pursuant to Section 239(2) of the Municipal Act, 2001, the Committee of the Whole entered into Closed Session at 7:37 p.m. on September 16, 2024, to discuss the following item:

Item I - Personnel Matters heard under Section 239(2)(b) personal matters about an identifiable individual, including municipal employees; and, Section 239(2)(d) labour relations or employee negotiations. There is nothing further to report.

H. Delegations

I. Presentations

None.

J. Matters Subject to Notice

- 1. Kunch Drain 1

Recommended Action

That the Engineer’s Report prepared by Rood Engineering dated March 20, 2024, for the new access for parcel 390-03502 under Section 78 of the Drainage Act, **BE ADOPTED.**

- 2. 7th Concession Drain 88

Recommended Action

That the Engineer’s Report prepared by N.J. Peralta Engineering dated July 19, 2024, on the 7th Concession Drain for an emergency access replacement for Roll# 460-00701 and 460-00702, pursuant to section 78 of the Drainage Act **BE ADOPTED.**

- 3. Consent (B-2024-16) and Zoning By-law Amendment (ZBA-2024-8) for 3442 County Road 23 206

Recommended Action

That consent application B-2024-16, to sever an existing dwelling, deemed surplus to the needs of the applicants' farming operation with an area of 1.88 ac (0.76 ha) shown as Part 2 & 4 on the applicants' sketch and to create a permanent easement in favour of the severed farm lot shown as Part 3 on the applicants' sketch, known as 3442 County Road 23, in the Town of Kingsville, **BE APPROVED**, subject to the following conditions:

1. That the necessary deed(s), transfer or changes be submitted electronically, signed and fully executed, including a copy of the reference plan, prior to certification.
2. That the Owner provide confirmation to the satisfaction of the Town that the new septic system on the property meets Ontario Building Code requirements and setbacks in relation to the revised lot line locations.
3. That the Owner obtain a permit from the County of Essex for a new driveway access for the retained farm lot on County Road 23 prior to consent being endorsed on the deeds
4. That, prior to consent being endorsed on the deeds, the property owners are to execute an agreement for drainage apportionment due to lands severance approved by the Municipality for each parcel being severed and provide us with a lot grading plan. Drainage Apportionment Agreement Request, 12R plan and lot grading plan shall be submitted to the Municipality a minimum of one month prior to the stamping of the deeds.
5. The conditions imposed above shall be fulfilled by September 23, 2026, or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

That Zoning by-law application ZBA-2024-8, to amend the Comprehensive Zoning By-law 1-2014 for the Town of Kingsville, to amend the zoning on the retained farm parcel municipally known as VL County Road 23 from 'General Agricultural (A1)' to 'Agricultural - Restricted (A2)' and the severed residential parcel known as 3442 County Road 23 from 'General Agricultural (A1)' to 'Rural Residential (RR)' **BE APPROVED**

That the corresponding Zoning By-law Amendment (By-law 71-2024) **BE ADOPTED**, during the By-law section of this Council agenda.

K. Reports - Planning and Development Services

None.

L. Reports - Finance and Corporate Services

1. Kingsville 2024 Parades Road Closures

214

Recommended Action

That Council **APPROVES** the following streets be closed to vehicle traffic

on Saturday, October 19, 2024, for the Migration Festival Parade;

1. Staging area at 8 am: Wigle Avenue from Main Street to Lakeview Avenue
2. Parade route at 10:00 am heading north on Wigle Avenue, turning west onto Main Street East, turning south onto Division Road South.
3. The parade will end at Mill St, and parade floats will disperse southwards.
4. Destaging area for 30 minutes after the parade end: Division St. from Mill St. to Stewart St. and Stewart St. from Division St. to Queen St.

And that Council **APPROVES** the following streets be closed to vehicle traffic on Saturday, November 16, 2024, for the Fantasy of Lights Parade;

1. Staging area at 2:00 pm: Wigle Avenue from Main Street to Lakeview Avenue
2. Parade route at 5:00 pm: heading north on Wigle Avenue, turning west onto Main Street East, turning south onto Division Road South, turning east onto Park St.
3. The parade will end at Park St.
4. Destaging area for 30 minutes after the parade ends: Park St. from Division Rd. to 140 Park St.

2. Property Standards By-law Update

223

Recommended Action

That the proposed amendments to the Property Standards By-law **BE APPROVED**;

And that By-law 72-2024, being a By-law to establish procedures governing the standards for the maintenance and occupancy of property within the municipality, **BE ADOPTED** during the By-law stage of the Council Agenda.

M. Reports - Fire Rescue Services

None.

N. Reports - Public Operations

1. Veterans Sculpture and Garden - Lakeside Park

241

Recommended Action

That Council **DIRECT** Administration to remove the Veteran Memorial Sculpture, stone curb and associated Garden at Lakeside Park.

O. Reports - Building Services

None.

P. Reports - CAO's Office

- 1. Amendments to the Procedure By-law 244

Recommended Action

That Council **APPROVE** the proposed amendments to the Procedure By-law, being a By-law to govern the calling, place and proceedings of Council and Committees;

And that, the new Procedure By-law 68-2024 **BE ADOPTED** during the By-law stage of the Agenda.

Q. Consent Agenda

- 1. Reports for Information
 - a. Local Improvement - Wigle Grove Road Sanitary Sewer 265
- 2. Minutes
 - a. Regular Meeting Minutes - September 9, 2024 269
 - b. Migration Festival Minutes - June 25, 2024 277
 - c. BIA Minutes - August 13, 2024 280

R. Correspondence

- 1. E.L.K. Energy Inc. Board Update Letter dated September 13, 2024 287

S. Notices of Motion

T. Unfinished Business and Announcements

- U. By-laws** 289

Recommended Action

That the following By-laws receive two readings and be provisionally adopted:

By-law 65-2024 - Being a By-law to provide for a new bridge over the Kunch Drain at a total estimated cost of \$37,000 in the Town of Kingsville, in the County of Essex

By-law 66-2024 – Being a By-law to provide for the emergency access replacement over the 7th Concession Drain for Parcel Nos. 460-00701 and 460-00702 at a total estimated cost of \$264,154 in the Town of Kingsville, in the

County of Essex

Recommended Action

That the following By-laws receive three readings and finally pass:

By-law 68-2024 being a By-law to Govern the Calling, Place and Proceedings of Council and Committees

By-law 71-2024 - being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

By-law 72-2024 being a By-law to establish procedures governing the standards for the maintenance and occupancy of property within the municipality

By-law 73-2024 being a By-law to confirm the proceedings of the Council of the Corporation of the Town of Kingsville at its September 23, 2024 Regular Meeting of Council

V. Closed Session

Recommended Action

That Council enter into Closed Session at XX:XX pursuant to section 239(2) of the Municipal Act, 2001, to discuss the following items:

Item I - Road Naming to be heard under Section 239(2)(b) being personal matters about an identifiable individual, including municipal employees, and

Item II - Development Plan to be heard under Section 239(2)(k) being a position, plan, procedure, criteria, or instruction to be applied to negotiations;

W. Adjournment

Recommended Action

That Council adjourns this Regular Meeting at ____ p.m.



Date: September 23, 2024
To: Mayor and Council
Author: Lu-Ann Marentette, Drainage Superintendent
RE: Kunch Drain – New Access for Ure

RECOMMENDED ACTION

That the Engineer's Report prepared by Rood Engineering dated March 20, 2024, for the new access for parcel 390-03502 under Section 78 of the Drainage Act, **BE ADOPTED.**

BACKGROUND

The owner of Parcel # 390-03502 submitted a request in 2023 for a new access bridge over the Kunch Drain.

DISCUSSION

This property currently uses their neighbour's bridge to access their property. Since they have built an additional dwelling unit (ADU) on their property they now wish to have their own entrance. However, at this time, the owner is requesting to hold off on construction of the access for a while.

FINANCIAL CONSIDERATIONS

The entire cost of the project will be assessed to the owner of Parcel 390-03502. The estimated cost is as follows:

Engineering	\$12,170
Construction	<u>\$24,830</u>
Total	\$37,000

ENVIRONMENTAL CONSIDERATIONS

Report sent to ERCA for review and comments. A permit application and fee may be required.

Department of Fisheries and Oceans self-screening report completed.

CONSULTATIONS

PREPARED BY:



Lu-Ann Marentette
Drainage Superintendent

REVIEWED BY:



Tim Del Greco P.Eng.
Senior Manager, Capital Projects and Engineering



Richard J.H. Wyma CSLA
Director of Planning and Development

KUNCH DRAIN

New Bridge for

Ure Parcel

Geographic Township of Gosfield South



TOWN OF KINGSVILLE

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

Rood Engineering Inc.

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

*Project REI2023D012
2024-03-20*

March 20th, 2024

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

Mayor Rogers and Members of Council:

**KUNCH DRAIN
New Bridge for Ure Parcel 390-03502
Geographic Twp. of Gosfield South
Project REI2023D012
Town of Kingsville, County of Essex**

I. INTRODUCTION

In accordance with the instructions received from you by email of July 14th, 2023, from your Manager of Public Works & Environmental Services, Shaun Martinho, we have prepared the following report that provides for the construction of a new access bridge in the Kunch Drain open portion along the north side of Essex County Road 18 at MN 1284 Road 4 East, just east of the Graham Sideroad. This proposed new bridge is intended to provide access to lands owned by Robert & Dawn Ure, in Part of Lot 19, Concession 4, in the former Geographic Township of Gosfield South. The Kunch Drain is an open drain with a number of access bridges and a covered drain portion at the easterly upstream end. The drain was constructed pursuant to the Drainage Act. A plan showing the Kunch Drain alignment, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

Our appointment and the works related to the construction of the above-mentioned access bridge in the Kunch Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2021". We have performed all of the necessary survey, investigations, etcetera for the proposed bridge, as well as the Kunch Drain, and we report thereon as follows.

II. BACKGROUND

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

December 12th, 1975 prepared by William Settington, P.Eng. The work included in said report consisted of drain cleaning of the lower open portion.

We also referred to the January 9th, 2004 report and plans by Bruce Crozier, P.Eng. for work on the drain and the April 25th, 2006 report and plans by Bruce Crozier, P.Eng. for the Maintenance Schedule of Assessment for the Kunch Drain to help delineate the watershed for this current project. We have utilized the plans within said reports to establish the size parameters for the drain and the details to be used in establishing the proposed bridge culvert installation. We have also used these Engineers' reports to establish the drain profile grades, and to assist us in establishing the design grade for the subject access bridge installation. The Schedule of Assessment in the latest drainage report was used to establish the upstream watershed area and flows to be used in the design of the bridge.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the available drainage information and documentation provided by the Town, we arranged with Town staff to schedule an on-site meeting for September 20th, 2023. The following people were in attendance at said meeting: Nancy Tessier, Jim Goodchild, Mario Policella, Robert Ure, Lu-Ann Marentette (Drainage Superintendent), Akila Chinthagumpala (Rood Engineering), and Gerard Rood (Rood Engineering).

Mr. Ure advised us that their lands require a new bridge to access the existing private lands to get to their residence. This will allow separate access to the parcel instead of the current shared driveway on the adjacent parcel to the east that is being used.

We advised Mr. Ure that the minimum standard top width for an access bridge is 6.10 metres (20 ft.) and that the bridge centreline location will be aligned with his desired location. He was also advised that because the bridge is a new bridge, 100% of the cost of the new access bridge construction, as well as all the cost for the preparation of the Engineer's Report would be all assessed to and borne by him. Future maintenance to the bridge would be shared between the owner and upstream lands and roads. It was established that the owner is satisfied with the minimum 6.1m (20') top width to allow for direct access to their parcel. We went on to discuss that rip rap on filter cloth sloped ends would likely be the most economical end treatment but concrete block ends for the installation, like those on other newer bridges would be checked to determine whether they would be a more economical end treatment, and the Engineer would contact the owner to advise on the most economical solution.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owner. He was also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), Ministry of Environment, Conservation and Parks (M.E.C.P.) and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing,

and material of the proposed bridge. We explained that the Town of Kingsville standard for pipe material is aluminized steel pipe that will approximately double the service life of the pipe at minimal cost.

Subsequent to the meeting, Mr. Ure discussed a possible extension to the existing enclosure to the east of his parcel to provide the needed access for his lands. We investigated the two alternatives and contacted him with expected construction cost estimates for each. He advised us to proceed with the separate bridge aligned with the garage on his home and the cheapest option for end treatment that was the sloped riprap on filter cloth ends.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for Akhila Chinthagumpala to perform a topographic survey, including taking the necessary levels and details to establish the design parameters for the installation of this proposed access bridge.

A benchmark was looped from previous work carried out on the drain and was utilized in establishing a site benchmark near the location of the bridge. We surveyed the drain both upstream and downstream of the proposed new access bridge and picked up the existing enclosure and culvert elevations in order to establish a design grade profile for the installation of the proposed bridge. We also took cross-sections of the Kunch Drain at the general location of the proposed bridge, as necessary for us to complete our design calculations, estimates and specifications.

We reviewed the E.R.C.A. and D.F.O. Species at Risk mapping for fish and mussels and the Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements and we checked for any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the Kunch Drain. A response from the Conservation Authority was received by email on September 18th, 2023 and indicated that the preliminary report should be submitted to them for review and input before proceeding with the final report.

The Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk former Town agreement with M.N.R.F. pursuant to Section 23 of the “Endangered Species Act, 2007” expired as of June 30th, 2015. The former agreements are replaced with new legislation provisions under Ontario Regulation 242/08, Section 23.9 which allows repairs, maintenance, and improvements to be conducted by the Town within existing municipal drains and is administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.). These works are exempt from Sections 9 and 10 of the Endangered Species Act provided that the rules in the regulations are followed. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system.

For the purposes of establishing the watershed area upstream of the proposed bridge, and determining the pipe size required, we investigated and reviewed the past drainage reports on the Kunch Drain.

V. FINDINGS AND RECOMMENDATIONS

Prior to the preparation of our report, we reviewed the details of the bridge installation including the end treatment options based on the regulatory restrictions and the cost estimates that we were to review. Through our investigations, it was determined that the sloped end treatment was the most economical, we reviewed same with the owner, and we have proceeded with this option, along with the high-density polyethylene H.D.P.E. smoothwall pipe, as the most cost-effective option. The bridge will be a separate unit positioned westerly from the existing enclosure to the east.

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

During the course of our investigations, this drainage project was discussed and reviewed with E.R.C.A., to deal with any Authority issues and comments related to this Municipal drain. In the interest of fish habitat and migration, D.F.O. requires that the invert of the new bridge culvert be embedded below the design or existing bottom of the drain a minimum of 10% of the pipe height to ensure a continued path for fish migration through the bridge culvert. Therefore, based on this, we have made provisions to set the invert of the proposed 900mm diameter H.D.P.E. smoothwall pipe culvert required for this bridge installation, at approximately 90mm below the drain bottom design grade. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. The Kunch Drain is located within the Regulated Area and is under the jurisdiction of the E.R.C.A., and therefore all work has to comply with the current mitigation provisions of the E.R.C.A. and D.F.O. Details of these mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

As is now required under the new Endangered Species Act (E.S.A.), 2007 Provincial Legislation, we have reviewed the former M.N.R.F. agreement with the Town. The M.N.R.F. mapping has basically confirmed that there are no foreseen impacts to natural heritage features or endangered or threatened species on this project; therefore, a permit or agreement under the E.S.A. 2007 is not necessary at this time. Because turtles and snakes are mobile and indicated as sensitive in the area, we have included herein a copy of the M.N.R.F. mitigation requirements for them in **Appendix “REI-B”**. The Contractor will also be required to monitor the site for the species identified on the N.H.I.C. mapping with the information included in the same appendix.

Providing mitigation requirements are implemented it was concluded that present wildlife Species at Risk will be protected from negative impacts and will not contravene with Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007. Based on this information we find that the Town can proceed with the eligible repairs, maintenance, and improvements to the drain as they are exempt under Sections 9 and 10 of the Act, provided that they follow the rules within Ontario Regulation 242/08. To address these requirements the Town has established comprehensive mitigation measures as well as species identification guides for reference. Copies of the measures and guides shall be provided to the successful Tenderer for use during construction, and these documents are available for viewing by any interested parties at the Town office.

Based on all of the above, we recommend that a new access bridge be constructed in the Kunch Drain to serve the private lands of Robert & Dawn Ure, in Part of Lot 19, Concession 4, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2021".

Because the work will be carried out from the roadway and at the driveway location and full restoration is provided, there will be no damages or allowances required under Sections 29 or 30 of the Drainage Act.

VI. ESTIMATE OF COST

Our estimate of the total cost of this work including all incidental expenses is the sum of **THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00)**, made up as follows:

CONSTRUCTION

Item 1)	Provide all labour, equipment and material to construct a new access bridge consisting of 12.0 metres (39.4 ft.) of 900mm diameter, 320kPa H.D.P.E. smoothwall pipe with standard corrugation profile, standard wrap coupler at joints with filter cloth wrap, including sloped quarried limestone rip rap on filter cloth end treatments, granular bedding and backfill, granular approaches, tile diversions if discovered, removal and disposal of sediment and debris, excavation, compaction, cleanup and restoration, complete.	Lump Sum	\$ 24,400.00
	Estimated Net H.S.T. (1.76%)		\$ 430.00
			\$ 24,830.00
TOTAL FOR CONSTRUCTION			\$ 24,830.00

INCIDENTALS

1) Report, Estimate, and Specifications	\$ 3,000.00
2) Survey, Assistants, Expenses, Drawings, Duplication Cost of Report and Drawings	\$ 6,500.00
3) Estimated Cost of Preparing Tender Documents	\$ 900.00
4) Estimated Cost of Construction Supervision and Inspection (based on 1 day)	\$ 800.00
5) Estimated Net H.S.T. on Items Above (1.76%)	\$ 197.00
6) Estimated Cost of E.R.C.A. permit	\$ 500.00
7) Estimated Contingency Allowance	\$ 273.00
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TOTAL FOR INCIDENTALS	\$ 12,170.00
TOTAL FOR CONSTRUCTION (brought forward)	\$ 24,830.00
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TOTAL ESTIMATE	\$ 37,000.00
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VII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached a design drawing for the construction of this new access bridge. The design drawing shows the subject bridge location and the details of the new access bridge installation. The design drawing is attached to the back of this report and is labelled **Appendix “REI-E”**.

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

VIII. CONSTRUCTION SCHEDULE OF ASSESSMENT

We would recommend that all of the costs associated with the construction of this new access bridge, and the preparation of this Engineer’s report, be assessed against the abutting lands of

Robert & Dawn Ure, in Part of Lot 19, Concession 4 in the Town of Kingsville. A Construction Schedule of Assessment has been prepared and included herein to indicate the lands assessed for this new access bridge installation.

It has been clearly established that this new access bridge is being provided to serve as the access from County Road 18 (Concession Road 4 East) to an existing private parcel. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that these lands will not be eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project. Where a bridge structure has increased top width beyond the standard 6.10 metre (20.0 ft.) top width, all of the increased costs resulting from same are assessed 100% to the Owner, as provided for in the cost sharing set out in the attached Schedule of Assessment when required.

IX. FUTURE MAINTENANCE

We recommend that the bridge structure as identified herein, be maintained in the future as part of the drainage works. We would also recommend that the bridge, for which the maintenance costs are to be shared with the upstream lands and roads within the watershed, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Should concrete, asphalt, or other decorative driveway surfaces over this bridge culvert require removal as part of the maintenance works, this surface shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guardrails, or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface materials other than Granular “A” material and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining Owner(s) served by said access bridge.

After the completion of all of the works included within this report, the access bridge within the Kunch Drain shall be maintained in the future by the Town of Kingsville. Furthermore, if any maintenance work is required to this access bridge in the future, we recommend that 35.9% of the future maintenance costs shall be assessed as a Benefit against the abutting property (Parcel 390-03502) being served by the access bridge, which is currently owned by Robert & Dawn Ure, in Part of Lot 19, Concession 4, and the remaining balance of 64.1% be assessed pro-rata against the upstream lands and roads based on their Outlet Liability assessment in the current Schedule of Assessment for the drainage works.

The above provisions for the future maintenance of this new access bridge, being constructed under this report, shall remain as aforesaid until otherwise determined under the provisions of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2021”.

Report – Kunch Drain
New Bridge for Ure Parcel
Town of Kingsville - REI2023D012

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



tm

att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
KUNCH DRAIN
(Ure Bridge)
Town of Kingsville

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
390-03502	4	19	0.86	0.86	0.348	Robert & Dawn Ure	\$ 13,283.00	\$ 23,717.00	\$ -	\$ 37,000.00
Total on Privately Owned - Non-Agricultural Lands.....							\$ 13,283.00	\$ 23,717.00	\$ -	\$ 37,000.00
TOTAL ASSESSMENT			0.86	0.35			\$ 13,283.00	\$ 23,717.00	\$ -	\$ 37,000.00

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1 Hectare = 2.471 Acres
Project No. REI2023D012
March 20th, 2024

SPECIFICATIONS**KUNCH DRAIN****New Bridge for Ure****(Geographic Township of Gosfield South)****TOWN OF KINGSVILLE****I. GENERAL SCOPE OF WORK**

The Kunch Drain currently comprises of an open and covered Municipal drain generally located along the north side of Road 4 East (County Road 18) and extending from its outlet in the Lane Drain west of Graham Sideroad easterly to its upper end near the west limit of Lot 21, Concession 4. The work under this project generally comprises of constructing a new access bridge serving the Ure lands at MN 1284. The work on the bridge includes the removal of the existing deleterious material in the drain; the installation of a new 900mm diameter smooth wall H.D.P.E. culvert to the west of the existing enclosure near Station 1+864; new culvert end treatments comprising of sloped quarried limestone on filter cloth end protection; granular approaches and backfill; and granular transition areas.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. The bridge new construction shall be of the size, type, depth, etcetera, as is shown in the accompanying drawings, as determined from the Benchmarks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

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

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the Lane Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage system. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available, and the notes in **Appendix "REI-A"**. The Contractor is advised that no work may be carried out in the existing drain from March 15th to June 30th of any given year because the drain is directly connected to a downstream area that is classified as sensitive to impacts on aquatic life and habitat by E.R.C.A. and D.F.O.

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

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

III. M.N.R.F. & M.E.C.P. ENDANGERED SPECIES ACT CONSIDERATIONS

The Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk former Town agreement with M.N.R.F. pursuant to Section 23 of the "Endangered Species Act, 2007" expired as of June 30th, 2015. The former agreements are replaced with new regulation provisions under Ontario Regulation 242/08 administered by the M.E.C.P. The Contractor is to note that the Ministry of Environment, Conservation and Parks (M.E.C.P.) screening process by way of a Species at Risk (S.A.R.) review of the M.E.C.P. "Endangered Species Act, 2007" (E.S.A.) will be completed as a self-assessment by the Town pursuant to Section 23.9 of the E.S.A. prior to construction. This Section allows the Town to conduct eligible works of repair, maintenance, and improvements to

existing municipal drains under the Drainage Act, and exemptions from Sections 9 and 10 of the E.S.A., provided that the requirements are followed in accordance with Ontario Regulation 242/08. The results of the review will be provided to the Contractor and copies of the mitigation measures, habitat protection and identification sheets will be included within **Appendix "REI-B"**. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system.

The M.N.R.F. - M.E.C.P. mapping has basically confirmed that snake species including Butler's Garter Snake and Eastern Fox Snake are threatened and endangered, respectively, on this project. Because snakes are mobile and indicated as sensitive and endangered in the area, we have included herein a copy of the M.N.R.F. - M.E.C.P. mitigation requirements for them in **Appendix "REI-B"**. N.H.I.C. mapping has indicated some sensitive species and the Contractor will be required to monitor the site for these species and carry out mitigation as needed. Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007.

The Contractor is to review **Appendix "REI-B"** in detail and is required to comply in all regards with the contents of said M.N.R.F. & M.E.C.P. measures, and follow the special requirements therein included during construction. Throughout the course of construction, the Contractor will be responsible to ensure that all necessary provisions are undertaken to protect all species at risk and their habitats including species noted in the N.H.I.C. mapping list in the Appendix. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F. - M.E.C.P. and provide all the equipment and materials stipulated by the mitigation requirements for handling the species and cooperate fully with the Town and M.N.R.F. - M.E.C.P. staff in the handling of the species.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the north side of Road 4 East. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the proposed driveway as necessary to carry out the removal of the existing deleterious material and to construct the new access bridge, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridge to carry out the required construction of the removals and new structure installation and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close Kingsville Road 4 East (County Road 18) for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or

Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Kingsville and County of Essex Works Departments.

Throughout the course of the work, it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment; and shall ensure that the Environmental Protection Act is not violated. The Contractor will be required to notify the local fire authorities to obtain any permits and cooperate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands. Where decorative trees or shrubs are located directly over drainage pipes, the Contractor shall carefully extract same and turn them over to the Owner when requested to do so and shall cooperate with the Owner in the reinstallation of same if required.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor

to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain in the location of the work areas and any such materials located in the bridge culverts and enclosures while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to reinstall any fence that is taken down in order to proceed with the work, and the fence shall be reinstated in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

VII. DETAILS OF OPEN DRAIN WORK

The open drain shall be excavated to the lines, levels, grades and cross-sections as shown on the accompanying drawings, or as may be further established by the Town Drainage Superintendent or the Engineer at the time of the work. The drain shall be carefully excavated so as not to disturb the existing banks, rock protection and vegetation, except for those portions of the drain where widening or restoration of a stable drain bank configuration is required. The bottom width of the drain and the sideslopes of the excavation shall conform to the dimensions given on the drawings.

The drain shall be of the size, type, depth, etcetera as shown on the accompanying drawings. When completed, the drain shall have a uniform and even bottom of 900mm and in no case shall such bottom project above the grade line, as shown on the accompanying drawings, and as determined from the Benchmarks. The finished side slopes of the drain shall be 1.5 metres horizontal to 1.0 metre vertical.

The excavated material to be cast onto the adjoining lands shall be well and evenly spread over a sufficient area so that no portion of the excavated earth is more than 100mm in depth. The material shall be kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material. The excavated material to be spread upon the lands shall be free from rocks, cobbles, boulders, stumps, rubble, rubbish or other similar material and these materials, if encountered, shall be hauled away by the Contractor and disposed of at a site to be obtained by it at its expense.

Where the drain crosses any lawn, garden, orchard, parking, roadway or driveway areas, the excavated material for the full width of the above-mentioned areas shall be hauled away by the Contractor and disposed of to a site to be obtained by the Contractor at its expense. All work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall be responsible for any permits required and shall provide copies of same to the Town and Consulting Engineer when requested.

Where there is any brush or rubbish in the course of the drain, including both side slopes of the drain, all such brush or rubbish shall be close cut and grubbed out. Where there is any brush or rubbish where the earth is to be spread, or on that strip of land between where the earth is to be spread and the edge of the drain, all such brush or rubbish shall be close cut and grubbed out. The whole is to be burned, chipped or otherwise satisfactorily disposed of by the Contractor.

VIII. DETAILS OF BRIDGE WORK

The Contractor shall provide all material, labour and equipment to construct the new access bridge in the Kunch Drain requiring work, along with endwall works and other improvements as noted.

The bridge shall be new 320 kPa Boss 2000 H.D.P.E. pipe or equal. The new access bridge installation shall comprise of smooth wall H.D.P.E. pipe. All piping sections shall be connected by the use of wrap couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendation. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections.

The culvert new pipe installation on this project shall be set to the grades as shown on the plans or as otherwise established herein and the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions. All work shall be carried out in general accordance with the items in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"** attached to this report and labelled **Appendix "REI-C"**.

IX. H.D.P.E. PIPE INSTALLATION

The new smooth wall plastic pipe (H.D.P.E.) to be installed on this project is required to be provided in the longest lengths that are available and shall not be less than 3.0 metres. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured wrap coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference so that it extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints. Pipe ends shall be anchored to prevent any flotation.

The Contractor shall note that the placement of any new culvert pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the pipe and for a distance of 3.05 metres (10 ft.) upstream and downstream of the pipe. The design parameters of the Kunch Drain at the location of the new access bridge or enclosure installation consists of a 0.90m (3.0 ft.) bottom width, the 0.80% grade shown on the profile, and 1.5 horizontal to 1.0 vertical sideslopes. The Contractor shall note that the pipe inverts are set at least 10% of the pipe diameter (or the pipe rise) below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O. and to meet the minimum cover requirements for the pipe.

The installation of the complete length of the new culvert pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or the Consulting Engineer's Inspector prior to backfilling any portions of same. Under no circumstance shall the Contractor commence the construction or backfill of the new culvert pipe without the site presence of the Town Drainage Superintendent or the Consulting Engineer's Inspector to inspect and approve said installation. The Contractor shall provide a minimum of two (2) working days' notice to the Town Drainage Superintendent or the Consulting Engineer prior to commencement of the work. The installation of the new culvert structure is to be performed during normal working hours of the Town Drainage Superintendent and the Consulting Engineer from Monday to Friday unless written authorization is provided by them to amend said working hours.

For the access bridge installation, once the new smooth wall H.D.P.E. pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. Form 1010 with the following exception. The top 305mm (12") of the backfill material for the full top width of the access, and the full top width of the drain or the excavated trench, and any approaches to the south and transitions to the north shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. All of the driveway approach areas extending from the Town roadway to the south face of the new bridge culvert shall be backfilled with compacted granular material M.T.O. Type "A" O.P.S.S. Form 1010, but only after all topsoil material has been completely removed and disposed of, and the minimum thickness of this granular material shall be 305mm (12"). All areas outside of the access driveway shall be backfilled with native material

compacted to 95% of Standard Proctor Density and topped with a minimum of 50mm of topsoil and shall be seeded and mulched.

For hard surface driveway crossings, the top 305mm (12") of the backfill over the pipe below the hard surface treatment shall comprise granular material M.T.O. Type "A" O.P.S.S. Form 1010 compacted to a minimum of 100% Standard Proctor Density. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the pipe. To ensure that no damage is caused to the proposed pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Consulting Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work. The Contractor shall restore the asphalt surface by placing a minimum of the existing thickness or a 90mm minimum thickness of Type HL-4 or equivalent Superpave hot mix asphalt. The asphalt shall be supplied and placed in two (2) approximately equal lifts compacted to a value ranging from 92% to 96% of maximum relative density as per O.P.S.S. 310. For existing concrete driveways, the Contractor shall carefully remove the concrete to the nearest expansion joint. The concrete driveway shall be restored to the original length and width that was removed and include 150mm thick, 30MPa concrete, with 6% \pm 1% air entrainment and 6x6-6/6 welded wire fabric reinforcing installed at the midpoint of the slab. All slab surfaces shall be finished to provide an appearance approximating the finish on the existing concrete driveway abutting the replacement.

The Contractor will be responsible to restore any damage caused to the roadways at its cost. All damaged hard surface roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work. The extent of the repairs shall be established in consultation with the Town Drainage Superintendent, the Road Authority, and the Consulting Engineer and the repairs shall be completed to their full satisfaction.

The Contractor is to note that any intercepted pipes or tiles along the length of the proposed culvert are to be extended and connected at its cost to the open drain at the end of the new culvert unless otherwise noted in the accompanying drawings.

The Contractor shall also note that the placing of the new access bridge culvert shall be completed so that it totally complies with the parameters established and noted in the Bridge Details and Tables for the culvert replacement. The culvert shall be set on an even grade and the placement shall be performed totally in the dry, and the Contractor should be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor shall also be required to supply a minimum of 100mm (4") of 20mm (3/4") clear stone bedding underneath the culvert pipe extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing an access bridge or enclosure culvert, it shall be required to excavate a trench having a width not less than the new pipe outside diameter

plus a 600mm working width on both sides of the new pipe to allow for proper installation of granular backfill and compaction of same. The Contractor shall also note that all culvert pipe installations are to be carried out with a minimum of 10% of their diameter or rise embedded below the drain design bottom, as shown and noted on the plan for each of the access bridge installations.

X. REMOVALS

Where existing access bridges and enclosures are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing concrete structure or culvert pipe and the existing endwalls in their entirety, as well as any other deleterious materials that may be encountered in removing same, excluding poured concrete headwalls that are to be reused. The Contractor shall neatly saw cut any concrete or asphalt surfaces over the pipes for a sufficient width to allow for the safe removal of same or go to the nearest expansion joint panel of the concrete driveways. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense. The Contractor shall note that when headwalls are shown to be left in place, the Contractor shall protect same and carry out its work for the pipe replacement as noted above and dispose of any debris resulting from the work.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge and enclosure culverts and drain cleaning shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the bridge, driveway transitions, or installation of new headwalls shall also be hauled away and disposed of by the Contractor.

XI. CONCRETE FILLED JUTE BAG, PRECAST CONCRETE BLOCK OR SLOPED END PROTECTION

Unless otherwise shown or noted, the Contractor is to provide new concrete filled jute bag headwalls, precast concrete block, or sloped quarried limestone on non-woven filter cloth end protection for the access bridges and enclosures being replaced or constructed on this drain.

The concrete filled jute bags are to be provided and laid out as is shown and detailed in the drawings provided by the Town and as noted in the Standard Specifications in **Appendix "REI-C"**. In all cases, the concrete filled jute bag headwalls shall be topped with a minimum 100mm (4") thick continuous concrete cap comprising 30mPa concrete with 6% \pm 1% air entrainment for the entire length of the headwalls. The headwalls shall be installed on an inward batter to be not less than 1 horizontal to 5 vertical, and under no circumstances shall this batter, which is measured from the top of the headwall to the projection of the end of the pipe, be less than 305mm (12"). From the midpoint of the pipe height down to the concrete footing, the wall shall be a double concrete filled jute bag installation. On the roadside the walls shall be deflected as shown to provide daylighting and a better approach across the new bridge.

The installation of the concrete filled jute bag headwalls, unless otherwise specified, shall be provided in total compliance with the Items 1, 3, and 4 included in the **“STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION”**. These are attached to the back of these specifications and labelled **Appendix “REI-C”**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **“Typical Concrete Filled Jute Bag Headwall End Protection”** detail also shown therein.

The Contractor shall install interlocking precast concrete blocks with filter cloth backing for walls on both ends of the bridges requiring same. The blocks shall be minimum 600X600X1200mm in size as available from Underground Specialties - Wolseley, Windsor, Ontario, or equal, and installed as set out in **Appendix “REI-C”**. Vertical joints shall be staggered by use of half blocks where needed and wingwall deflections when required shall employ 45-degree angled blocks. Voids between the blocks and the pipe shall be grouted with 30MPa concrete having 6% ±1% air entrainment and extend for the full thickness of the wall and have a smooth uniform finish on the face that blends with the precast blocks. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the "Standard Specifications for Access Bridge Construction" attached within **Appendix “REI-C”** and in total compliance and in all respects with the General Conditions included in said Appendix. The Contractor shall submit shop drawings for approval of the wall installation that includes details for a minimum 300mm thick concrete footing that extends from the pipe invert downward. The footing shall extend into the drain banks each side for the required embedment of the blocks and be constructed to ensure that the completed wall will be completely vertical or tipped slightly back towards the driveway. Where the block walls extend more than 1.8 metres in height, the supplier shall provide the Contractor with uni-axial geogrid (SG350 or equivalent) reinforcement for installation to tie the wall back into the granular backfill. The Contractor, in all cases, shall comply with these specifications and upon completion of the stacked precast concrete end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply quarried limestone on filter cloth rock protection adjacent to the headwalls at each corner of the bridge. All rock protection shall be 1.0 metres wide and 305mm (12”) thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the "Standard Specifications for Access Bridge Construction". The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products through Underground Specialties - Wolseley in Windsor, Ontario or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherst Quarries, in Amherstburg, Ontario, or equal.

Where sloped end protection is specified, the top 305mm (12”) of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix “REI-C”** and shall be graded in size from a minimum of 100mm (4”) to a maximum of 250mm (10”). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be

underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The roadside approach to the entrance shall be provided with a minimum 5.0m radius at each end of the driveway entrance. All work shall be completed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

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

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Consulting Engineer during construction. In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat fabric to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Aggregates Amherst Quarries, in Amherstburg, Ontario, or equal.

XII. BENCHMARKS

Also, for use by the Contractor, we have established Benchmarks along the course of the work and especially at the locations where existing access bridges are being replaced or new bridges are being constructed.

For each of the bridge replacements and new bridges, the plans include details illustrating the work to be carried out. For each bridge detail a Benchmark has been indicated and the Elevation has been shown and may be utilized by the Contractor in carrying out its work. The Contractor shall note that in each case a specific design elevation grade has been provided for the invert at each end of the pipe in the table accompanying each detail. The table also sets out the pipe size, materials, and other requirements relative to the installation of the culvert structure. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The

Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from east to west to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the pipe invert grades established herein provide for the pipes to be set at least 10% of their diameter or pipe rise below the existing drain bottom or the design grade of the drain, whichever is lower.

XIII. ANCILLARY WORK

During the course of any work to the bridges and enclosures along the length of the project, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" included in the plans, unless otherwise noted. Connections shall be made using a manufacturer's coupling where possible. Wherever possible, tiles shall be extended to outlet beyond the end of any access culverts. When required, openings into new pipes shall be neatly bored, saw cut or burned with a torch to the satisfaction of the Town Drainage Superintendent or the Consulting Engineer. All cuts to steel pipes shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts and enclosures are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

Where the bridge or enclosure installation interferes with the discharge of an existing swale, the Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

All granular backfill for the bridge and enclosure installations shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment. All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 95%. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Town Drainage Superintendent or Consulting Engineer.

Where the Contractor removes concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these driveways at its cost. All damaged hard surface driveway

areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

The new H.D.P.E. pipe or corrugated aluminized steel type II pipes for these installations are to be provided with a minimum depth of cover measured from the top of the pipe of 305mm (12") for a round pipe and 500mm for a pipe arch. If the bridge culvert pipes are placed at their proper elevations, same should be achieved. If the Contractor finds that the minimum cover is not being met, they shall notify the Town Drainage Superintendent and the Consulting Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is **critical** and must be attained. In order for these new access bridge culverts to properly fit the channel parameters, **all of the design grade elevations must be strictly adhered to.**

As a check, all of the above access bridge and enclosure culvert design grade elevations should be confirmed before commencing to the next stage of the access bridge or enclosure installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Benchmark.

Although it is anticipated that the culvert installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale or silt curtain check dam in the drain bottom immediately downstream of each culvert site during the time of construction. The straw bale or silt curtain check dam shall be to the satisfaction of the Town Drainage Superintendent or Consulting Engineer and must be removed upon completion of the construction. The check dam materials may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale or silt curtain check dam shall be included in the cost bid for the new or bridge replacements.

XIV. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacements, construction or cutting of the drain cross section, by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the bridge details. The Contractor shall be required to provide all the material and to cover the above mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix

(Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

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

XV. SPECIAL PROVISIONS FOR REPLACEMENT, REPAIR AND IMPROVEMENTS

The Contractor shall provide for the construction and improvements to the access bridge and enclosure along the 4th Concession Road East, for the structures noted, as follows:

Existing Enclosure

The Contractor shall completely remove the existing sediment that currently exists downstream of the enclosure when doing construction works. The Contractor will then be required to restore the drain cross section at the location to match the upstream and downstream drain cross sections. All disturbed areas shall be restored with topsoil, seed and mulch as set out above.

New or Replacement Bridge

The Contractor shall completely remove the existing topsoil and vegetation in the area of the proposed new or replacement bridge and clean out the drain bottom. The Contractor will then be required to install the new H.D.P.E. smooth wall pipe as set out in the chart forming part of the details for the Ure Bridge on the plans. The Contractor shall install sloped quarried limestone on filter cloth protection on each end. The Contractor shall protect the tile outlets on the banks at each end of the structure and divert and extend same as necessary to accommodate the new or future replacement culvert. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "REI-C"**.

XVI. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the County of Essex, the Town of Kingsville and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the County of Essex, the Town of

Kingsville or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.

- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Town road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.

- i) During the course of the project the Contractor shall deal with any excess soil management from the project in accordance with Ontario Reg 406/19 pursuant to the Environmental Protection Act, R.S.O. 1990, c. E.19 and any subsequent amendments to same.
- j) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- k) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- l) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

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

- m) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project; and shall name the County of Essex and the Town of Kingsville and their officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- n) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days

after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:

- i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
- ii) proof of advertising
- iii) a Statutory Declaration, in a form satisfactory to the Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Act, 2018 and its' subsequent amendments have been adhered to by the Contractor.

- o) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee C.C.D.C.2 shall govern and be used to establish the requirements of the work.
- p) Should extra work be required by the Town Drainage Superintendent or Consulting Engineer, and it is done on a time and material basis, the actual cost of the work will be paid to the Contractor with a 15% markup on the total actual cost of labour, equipment and materials needed to complete the extra work.
- q) The Contractor shall provide shop drawings of the proposed wall for precast concrete block headwalls for approval by the Drainage Superintendent or Engineer prior to construction.

APPENDIX "REI-A"

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

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

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

Measures to Avoid Causing Harm to Fish and Fish Habitat

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

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

Measures

- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.

- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.

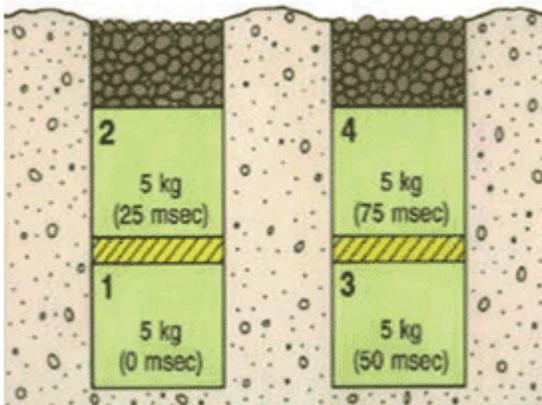
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

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

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

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

Figure 1: Sample Blasting Arrangement

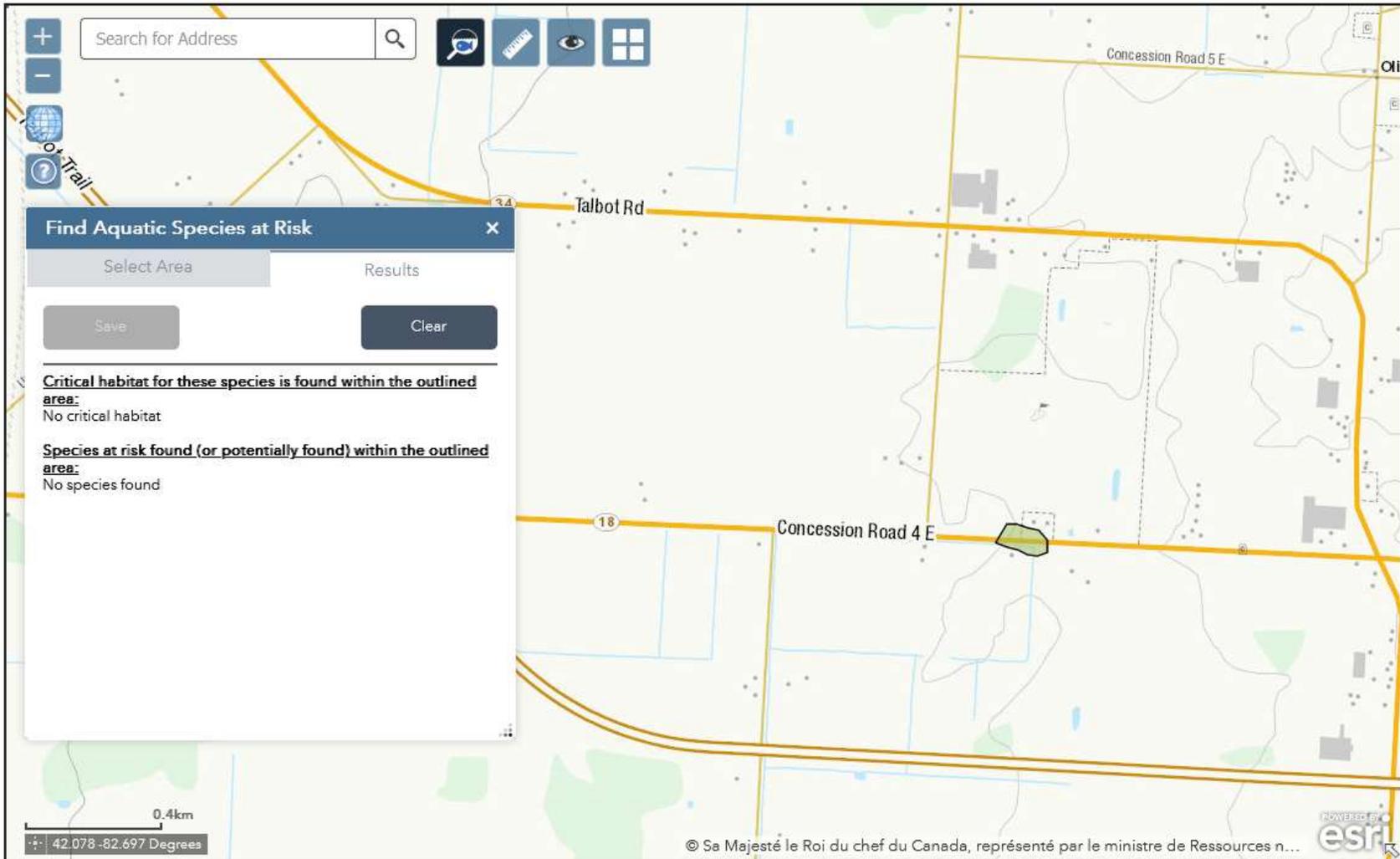


Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

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

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

Date modified:
2013-11-25



APPENDIX "REI-B"

SCHEDULE C
MITIGATION PLAN

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

PART A. DEFINITIONS

1. Definitions:

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

"DFO" means Fisheries and Oceans Canada;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS

2. Process Charts

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

3. Review of Documentation

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

4. Sensitive Areas Maps

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

5. Prior Notification to Seek Direction

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
 - (a) in a place;
 - (b) at a time; or
 - (c) in a manner,

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

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

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

6. General Mitigation Measures

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

PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS

ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES

7. Activities undertaken in Sensitive Areas for Fish

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

ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES

8. Activities undertaken in Sensitive Areas for Mussels

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

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

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

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

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

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

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

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

11. Measures for Encounters with Turtles During a Sensitive Period

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

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

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

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

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

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

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

14. Release of Captured Individuals Outside of a Sensitive Period

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

15. Measures for Dead Turtles

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

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

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

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

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

18. Measures for Encounters with Snakes During a Sensitive Period

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

19. Measures for Encounters with Snake Nests

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

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

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

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

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

21. Release of Captured Individuals Outside of a Sensitive Period

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

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

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

22. Measures for Dead Snakes

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

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken In Sensitive Areas for Herbaceous Plants

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

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

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

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



LEGEND 

Sensitive Areas for Fish SAR

DFO Data (valid until May 2010)

- SARA Protected (EX, EN, TH)
- To be listed in 1yr+ (EN, TH)
- All SC (Sch 1, 3, newly listed)

MNR/NHIC Data

- EXP, END, THR
- SC

Conservation Authority

- Essex Region
- Subwatershed Boundaries
- Municipal Boundaries
- First Nations Territories
- Urban Area


N

SCALE: 1:110,000


0 1 2 4
Kilometres

UTM NAD83 CNT Zone 17.

Base data derived from the Natural Resource Values Information System (NRVIS), Element Occurrence & Observation Data provided by Natural Heritage Information Centre (NHIC), Colour-coded stream segments provided by Fisheries & Oceans Canada, 2009. Subwatershed Boundaries provided by Conservation Authorities.

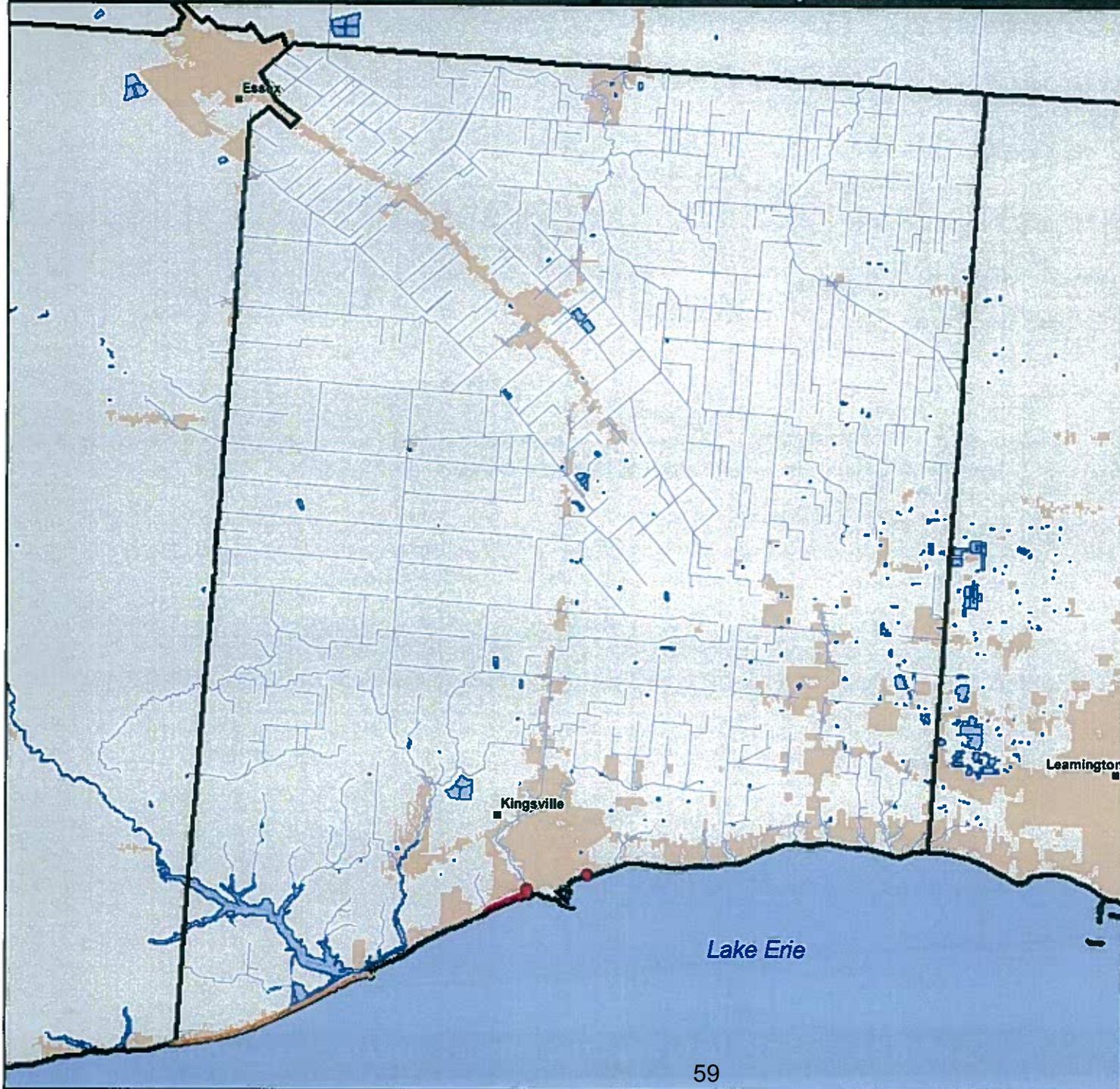
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Town of Kingsville: Sensitive Areas Map for Mussel Species at Risk



LEGEND 

Sensitive Areas for Mussel SAR
DFO Data (valid until May 2010)
— SARA Protected (EX, EN, TH)
— To be listed in 1yr+ (EN, TH)
— All SC (Sch 1, 3, newly listed)

MNR/NHIC Data
● EXP, END, THR
● SC

Conservation Authority
 Essex Region

— Subwatershed Boundaries

Municipal Boundaries

First Nations Territories

Urban Area


N

SCALE: 1:110,000

0 1 2 4
Kilometres

UTM NAD83 CNT Zone 17.

Base data derived from the Natural Resource Values Information System (NRVIS), Element Occurrence & Observation Data provided by Natural Heritage Information Centre (NHIC), Colour-coded stream segments provided by Fisheries & Oceans Canada, 2008. Subwatershed Boundaries provided by Conservation Authorities.

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

LEGEND 

-  Sensitive Areas for all Snake SAR
-  Sensitive Areas for Butler's Garter Snake
-  Municipal Drains
- Conservation Authority**
-  Essex Region
-  Subwatershed Boundaries
-  Municipal Boundaries
-  First Nations Territories
-  Urban Area

SCALE: 1:110,000



0 1 2 4
Kilometres

UTM NAD83 CNT Zone 17

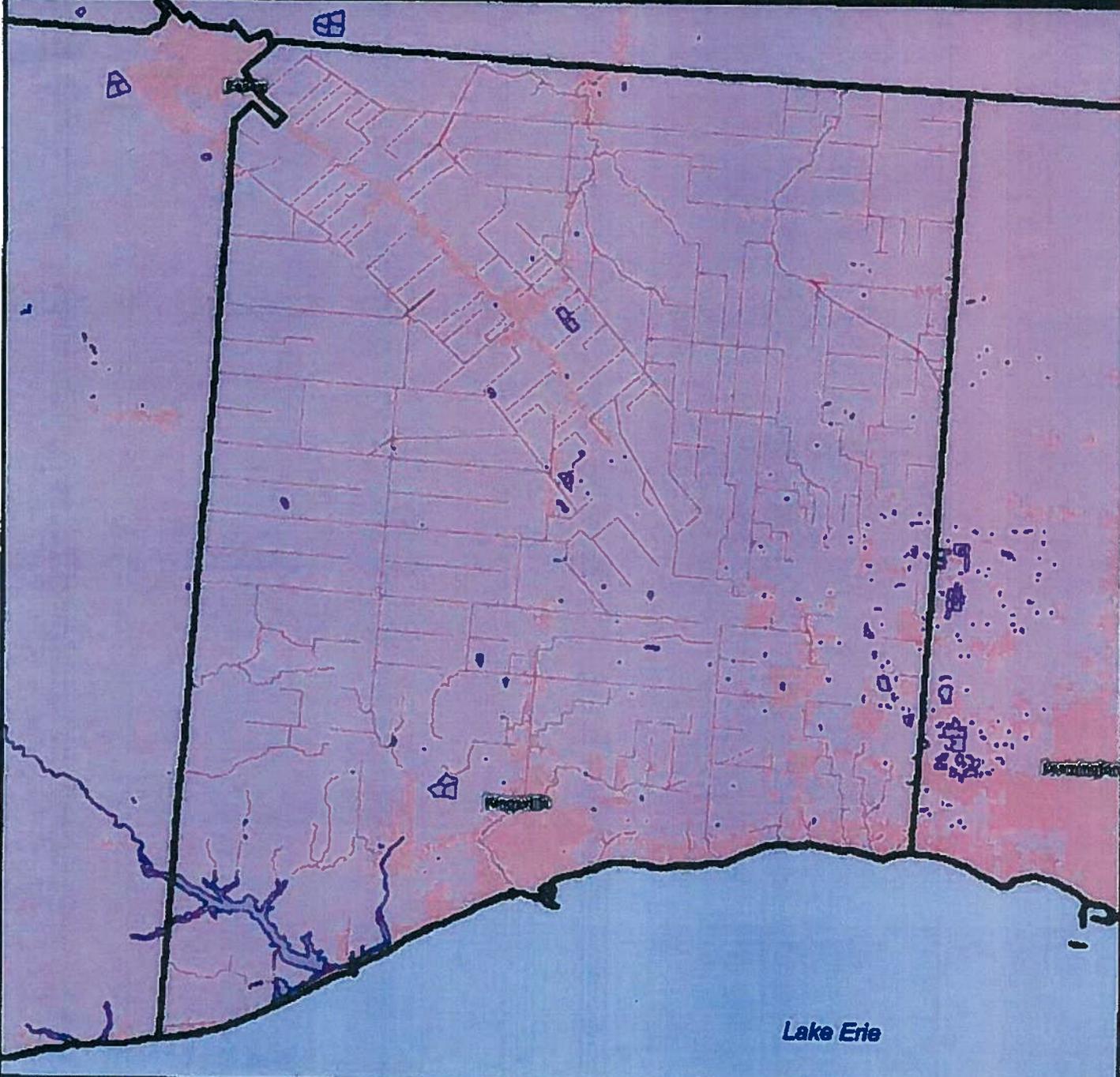
Base data derived from the Natural Resource Values Information System (NRVIS). Sensitive Areas based on data from MRC. Subwatershed Boundaries provided by Conservation Authorities.

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

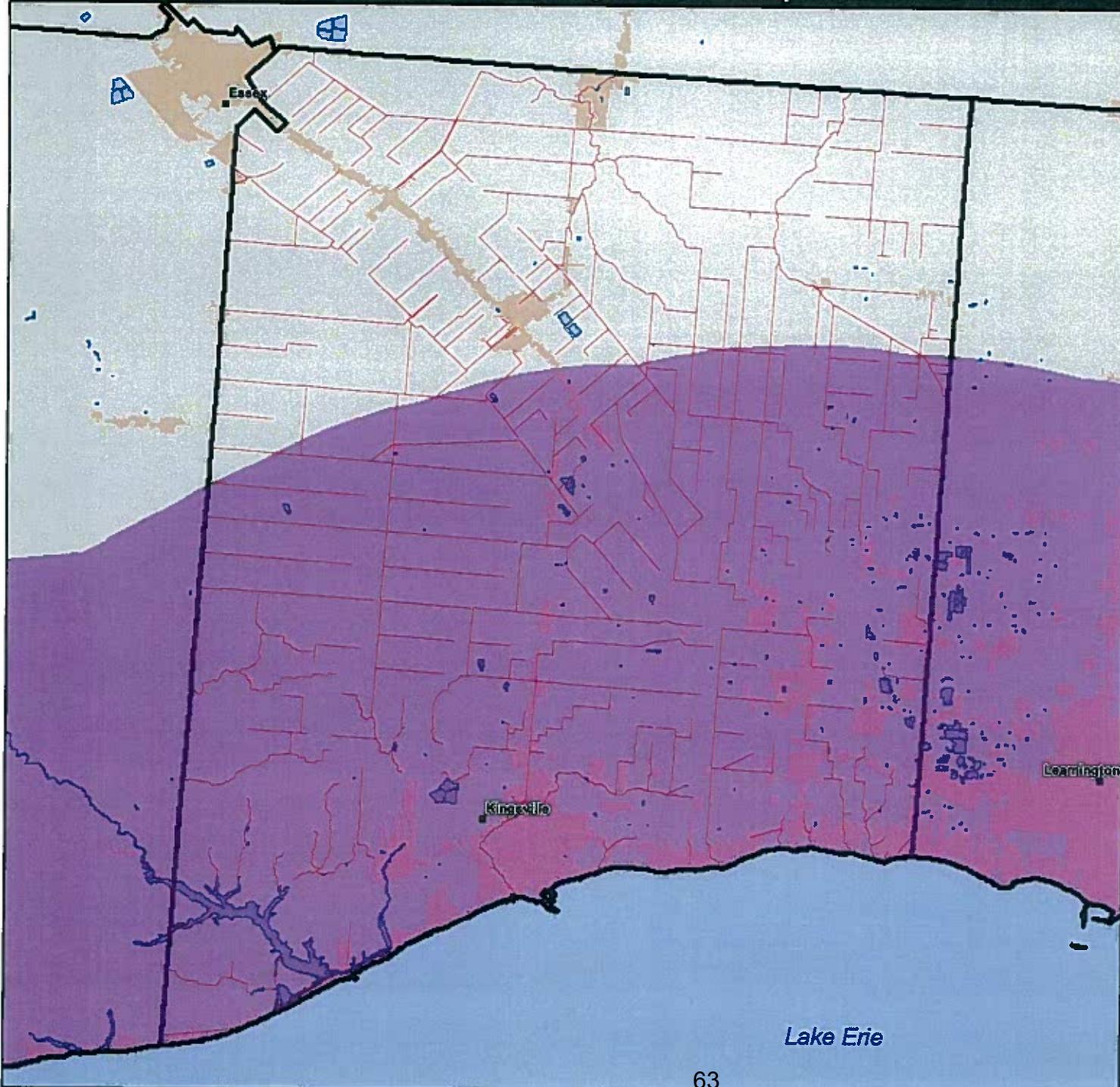
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Town of Kingsville: Sensitive Areas Map for Turtle Species at Risk

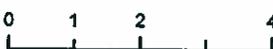


LEGEND 

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


N

SCALE: 1:110,000


0 1 2 4
Kilometres

UTM NAD83 CNT Zone 17.

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

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Seasonal Timing Windows Chart

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

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

NHIC DataKunch Drain - Kingsville
REI2023D012

2023-09-26

OGF ID	Element Type	Common Name	Scientific Name	SRank	SARO Status	COSEWIC Status	ATLAS NAD83 IDENT	COMMENTS
726143	WILDLIFE CONCENTRATION AREA	Colonial Waterbird Nesting Area		SNR			17LG6059	
726143	SPECIES	Upright Carrionflower	<i>Smilax ecirrata</i>	S3?			17LG6059	
726143	SPECIES	Massasauga (Carolinian population)	<i>Sistrurus catenatus</i> pop. 2	S1	END	END	17LG6059	
726143	SPECIES	Pawpaw	<i>Asimina triloba</i>	S3			17LG6059	
726143	SPECIES	Black Gum	<i>Nyssa sylvatica</i>	S3			17LG6059	

APPENDIX "REI-C"

STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION

1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the endwall foundations and the new pipe in place, it shall completely backfill same and install new precast concrete blocks or concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. All concrete used for headwalls shall be a minimum of 30 mPa at 28 days and include 6% +/- 1% air entrainment.

Precast concrete blocks shall be interlocking and have a minimum size of 600mmX600mmX1200mm. Half blocks shall be used to offset vertical joints. Cap blocks shall be a minimum of 300mm thick. A foundation comprising minimum 300mm thick poured concrete or precast blocks the depth of the wall and the full bottom width of the drain plus 450mm embedment into each drain bank shall be provided and placed on a firm foundation as noted below. The Contractor shall provide a levelling course comprising a minimum thickness of 150mm Granular "A" compacted to 100% Standard Proctor Density or 20mm clear stone, or a lean concrete as the base for the foundation. The base shall be constructed level and flat to improve the speed of installation. Equipment shall be provided as required and recommended by the block supplier for placing the blocks such as a swift lift device for the blocks and a 75mm eye bolt to place the concrete caps,. The headwall shall extend a minimum of 150mm below the invert of the access bridge culvert with the top of the headwall set to match the finished driveway grade, unless a 150mm high curb is specified at the edge of the driveway. To achieve the required top elevation, the bottom course of blocks and footing may require additional embedment into the drain bottom. The Contractor shall provide shop drawings of the proposed wall for approval by the Drainage Superintendent or Engineer prior to construction.

Blocks shall be placed so that all vertical joints are staggered. Excavation voids on the ends of each block course shall be backfilled with 20mm clear stone to support the next course of blocks above. Walls that are more than 3 courses in height shall be battered a minimum of 1 unit horizontal for every 5 units of vertical height. The batter shall be achieved by careful grading of the footing and foundation base, or use of pre-battered base course blocks. Filter cloth as specified below shall be placed behind the blocks to prevent the migration of any fill material through the joints. Backfill material shall be granular as specified below. Where the wall height exceeds 1.8 metres in height, a uni-axial geogrid SG350 or equivalent shall be used to tie back the walls and be installed in accordance with the manufacturer's recommendations. The wall face shall not extend beyond the end of the access bridge pipe. Non-shrink grout shall be used to fill any gaps between the blocks and the access bridge pipe for the full depth of the wall. The grout face shall be finished to match the precast concrete block walls as closely as possible.

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

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

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

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 30 mPa at 28 days and shall include 6% ± 1% air entrainment.

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

the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 450mm (18") measured perpendicular to the sideslopes of the drain.

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

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

2. QUARRIED LIMESTONE ENDWALLS

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

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

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

3. BRIDGE BACKFILL

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

4. GENERAL

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

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

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

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

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

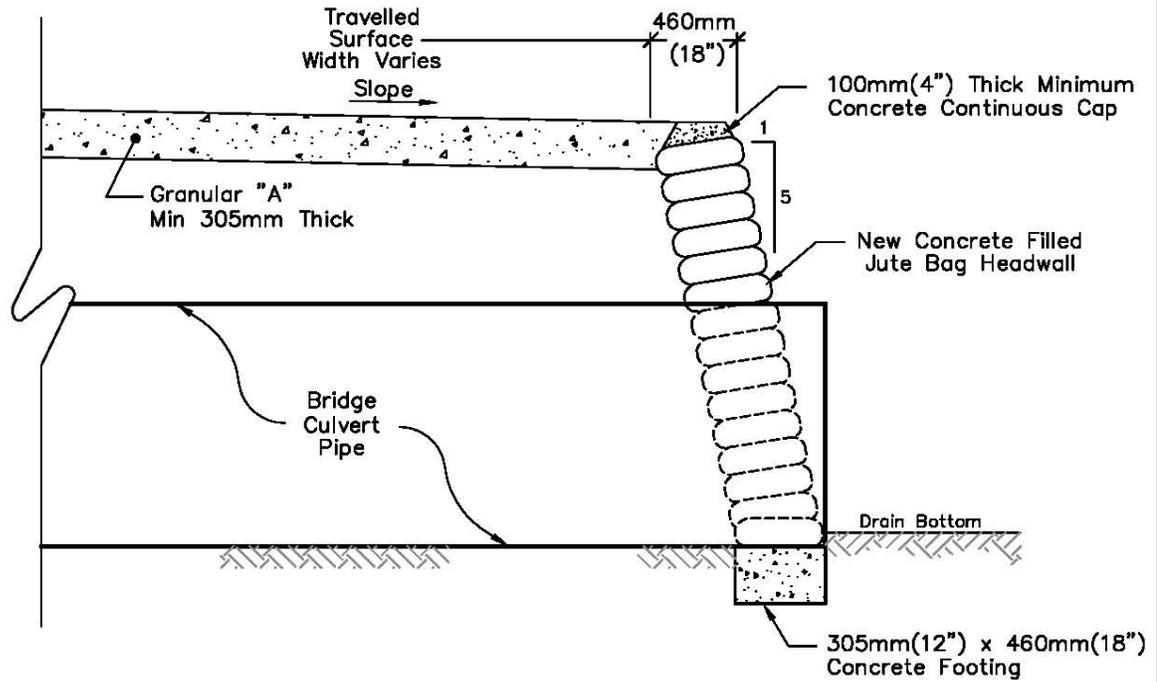
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original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

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations and Ontario Traffic Manual Book 7.

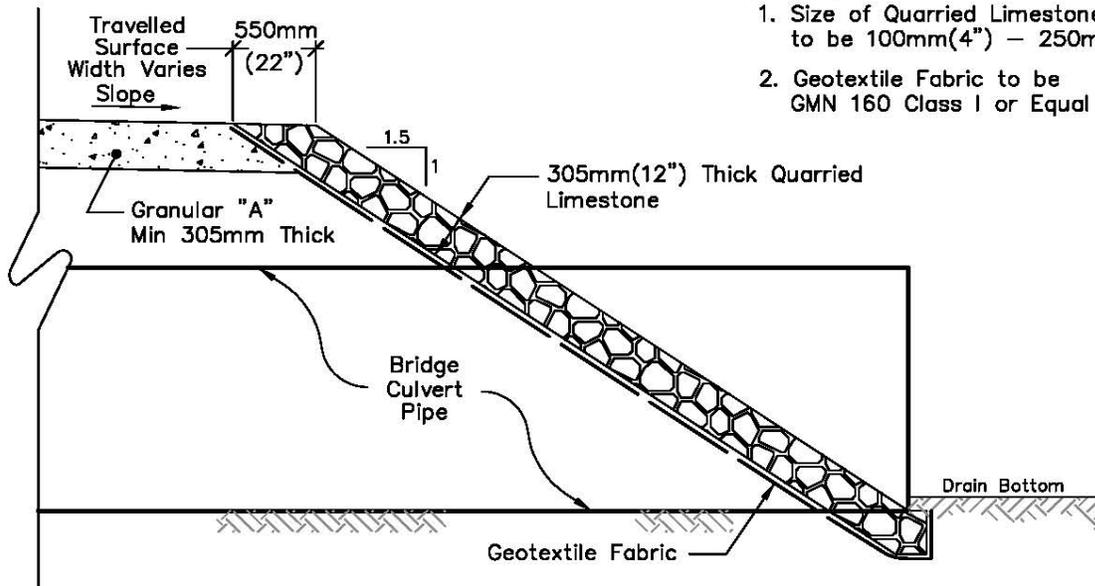
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

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

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



Typical Jute Bag Headwall



NOTE:

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

Typical Quarried Limestone End Protection

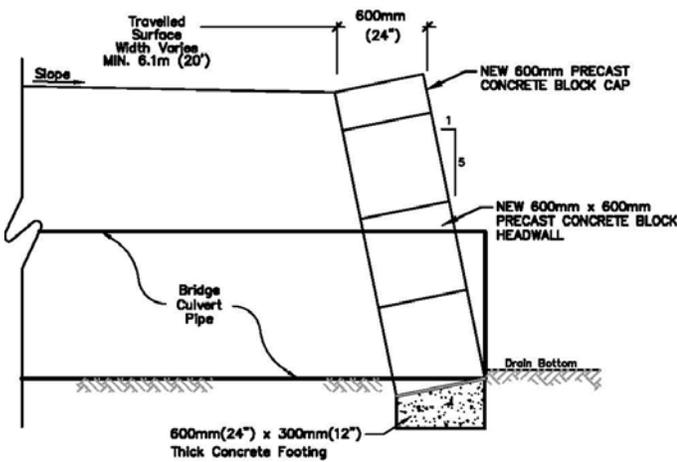
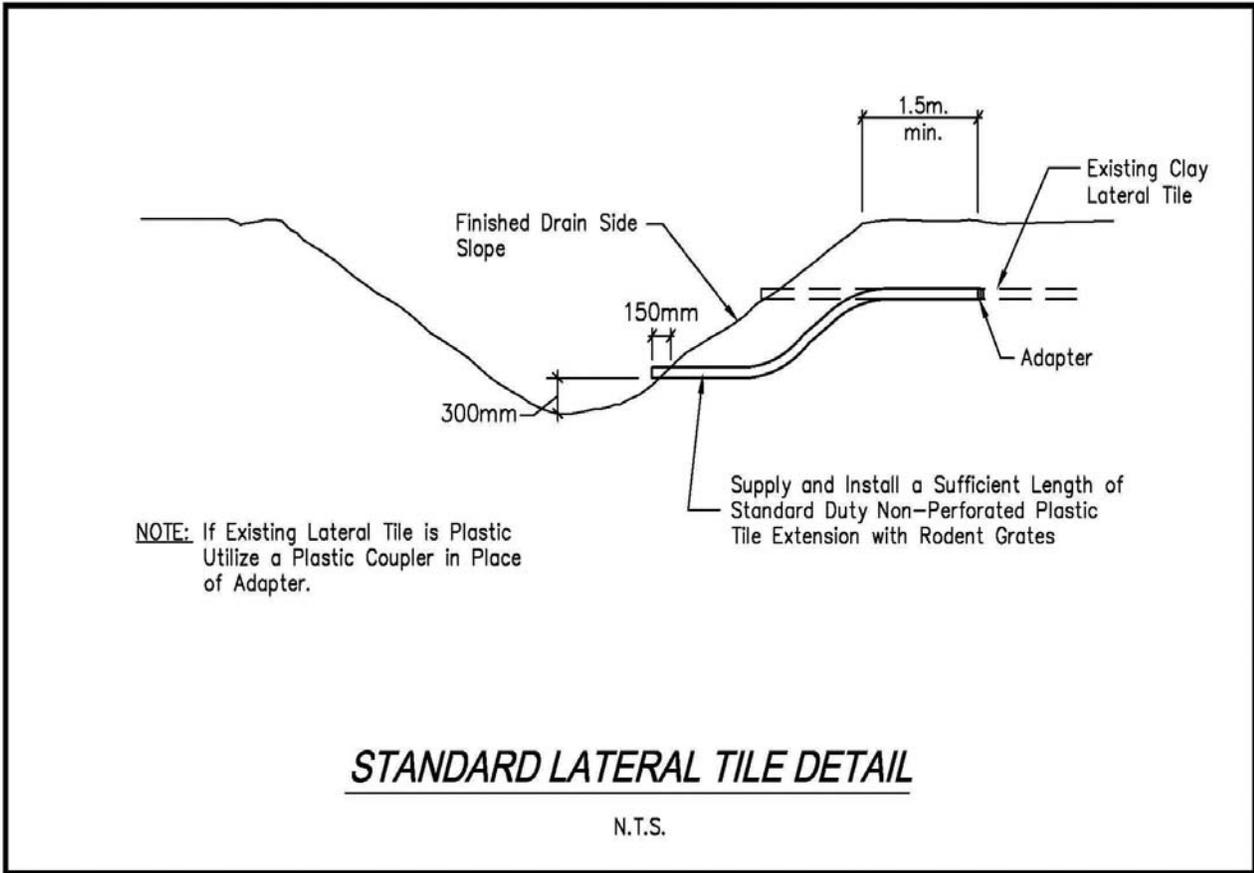
Rood Engineering Inc.

Consulting Engineers

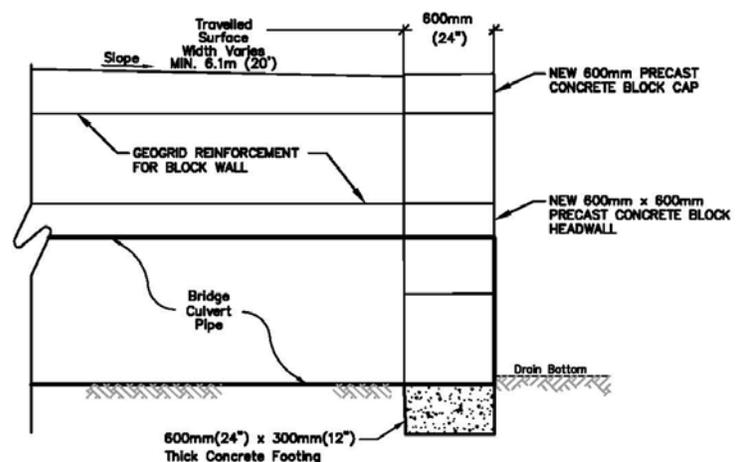
9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION
Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION
Scale = N.T.S.

APPENDIX "REI-D"

SECTION II
SPECIFICATIONS
FOR FISH SALVAGE

GENERAL
SECTION 201

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

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

MATERIALS
SECTION 202

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

CONSTRUCTION
SECTION 203

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

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

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

MEASUREMENT AND PAYMENT
SECTION 204

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

APPENDIX "REI-E"

KUNCH DRAIN

(Geographic Township of Gosfield South)

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



Strand Road
GERARD ROOD, P.ENG.

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

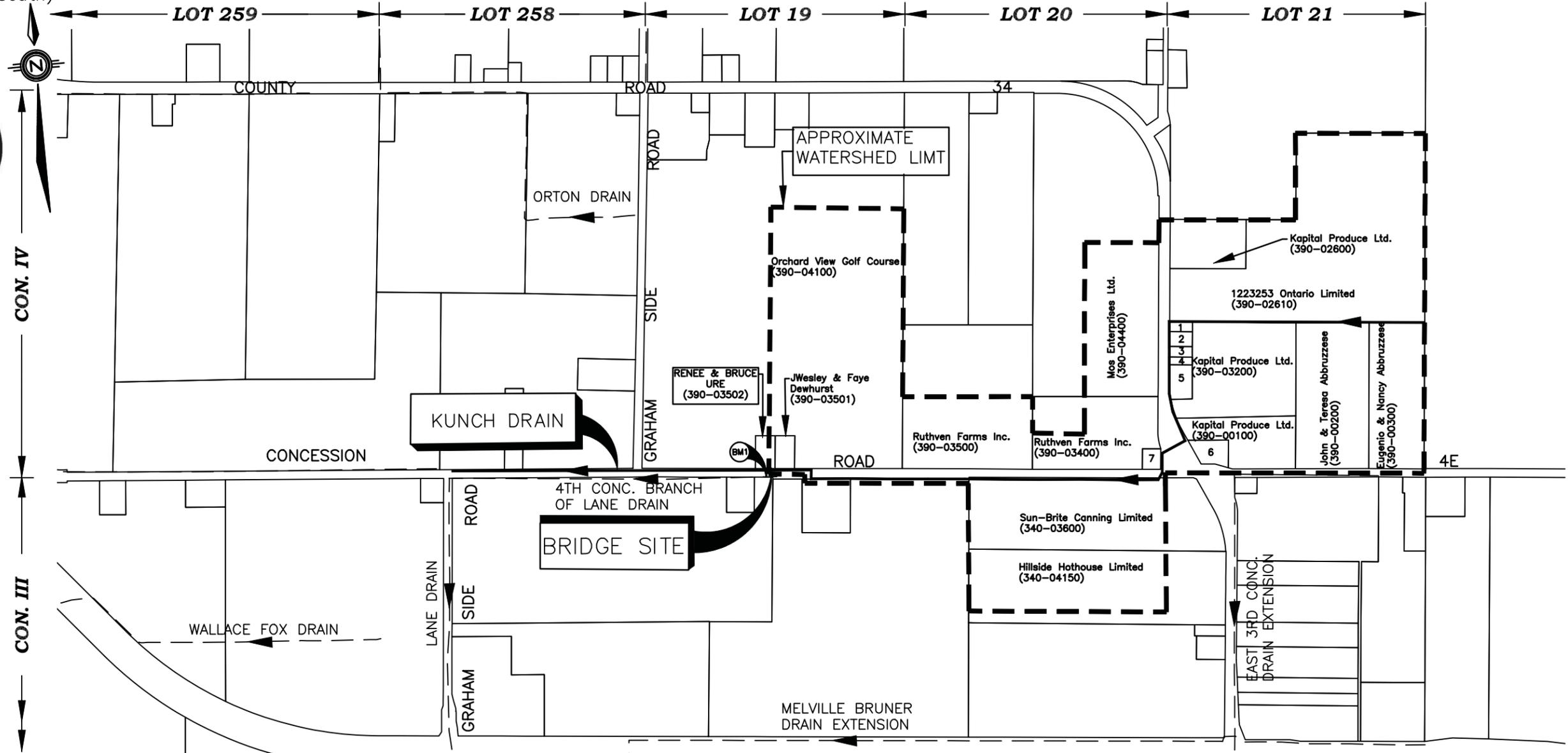
DATE: MARCH 20TH, 2024

TOWN OF KINGSVILLE

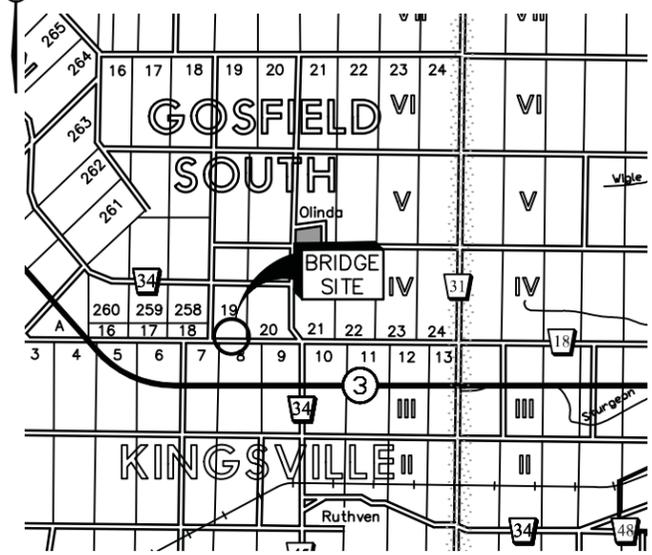
MAYOR: Dennis Rogers
CLERK: Paula Parker
DRAINAGE SUPERINTENDENT: LuAnn Marentette

BENCHMARKS:

1) SOUTH OF PROPOSED CULVERT, TOP CENTER NUT
OF FIRE HYDRANT
ELEV: 204.243m



CON. IV
CON. III



KEY PLAN
Scale = 1: 50,000

WATERSHED PLAN
Scale = 1: 5,000

ROLL NUMBER INFORMATION:

1. Mos Enterprises Ltd. (390-02700)
2. Ann Mastronardi (390-02800)
3. Ann & Joseph Mastronardi (390-02900)
4. Ann Mastronardi (390-03000)
5. 2834818 Ontario Inc. (390-03100)
6. Charles & Nazik Tessier (390-00105)
7. Gregory Knowles (390-03401)

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

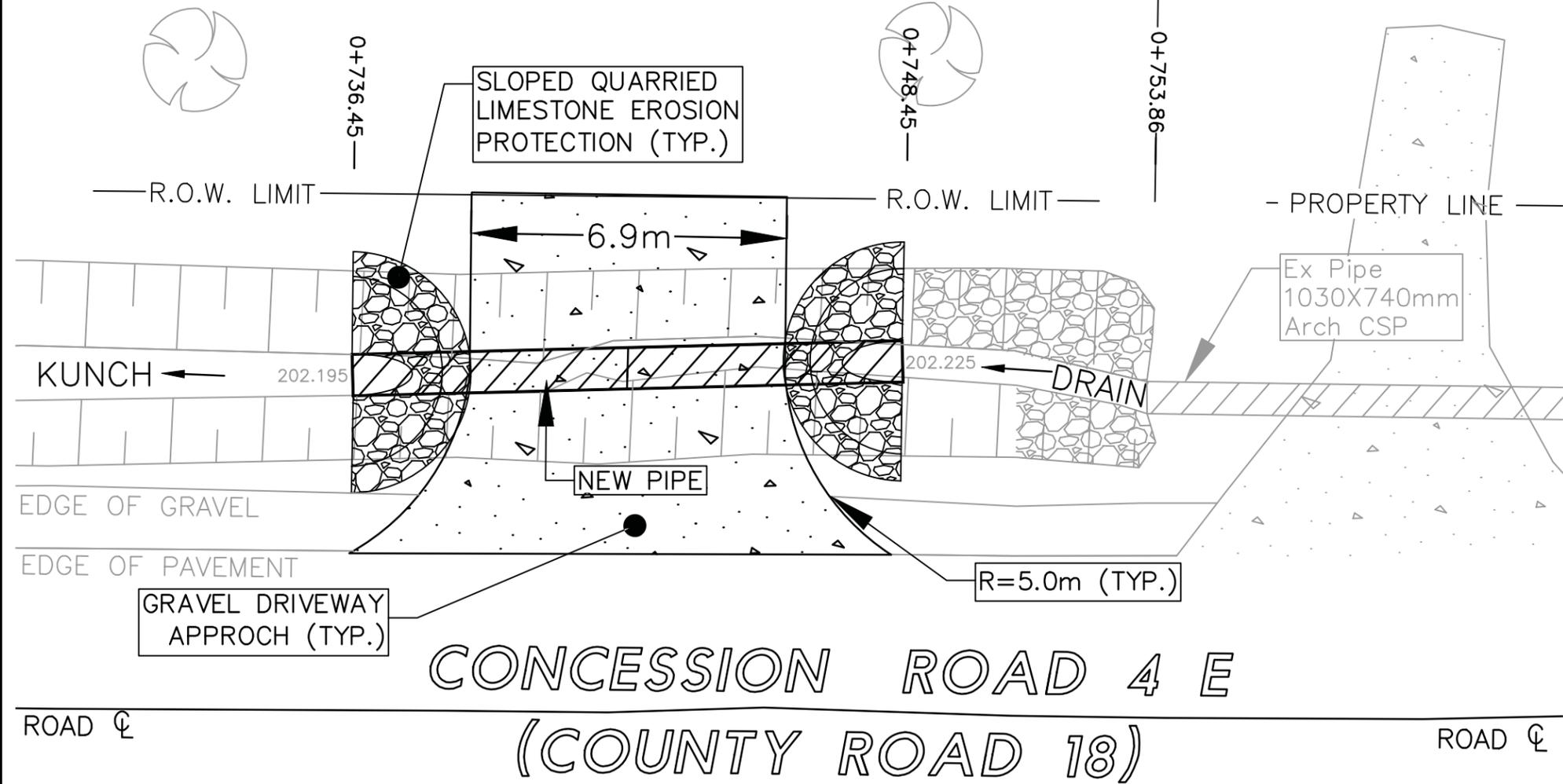
DRAWN BY: A.C.
PLOT CODE: 1:1
COMPUTER FILE: REI2023D012.DWG
FILE No.: REI2023D012 SHEET No.: 1 OF 3



RENEE DAWN &
ROBERT BRUCE URE
(390-03502)
MN 1284

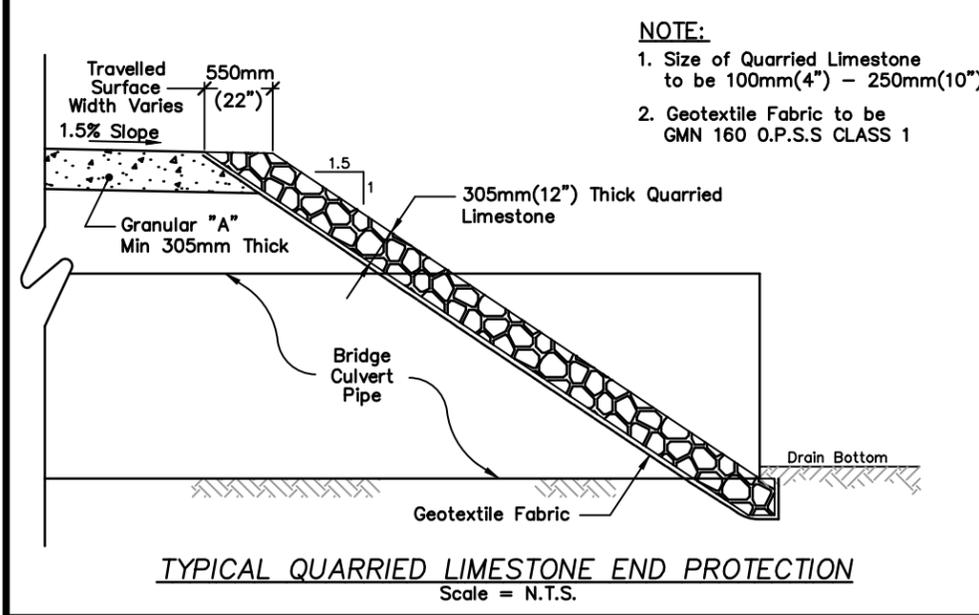
PROPERTY LINE

0+753.86



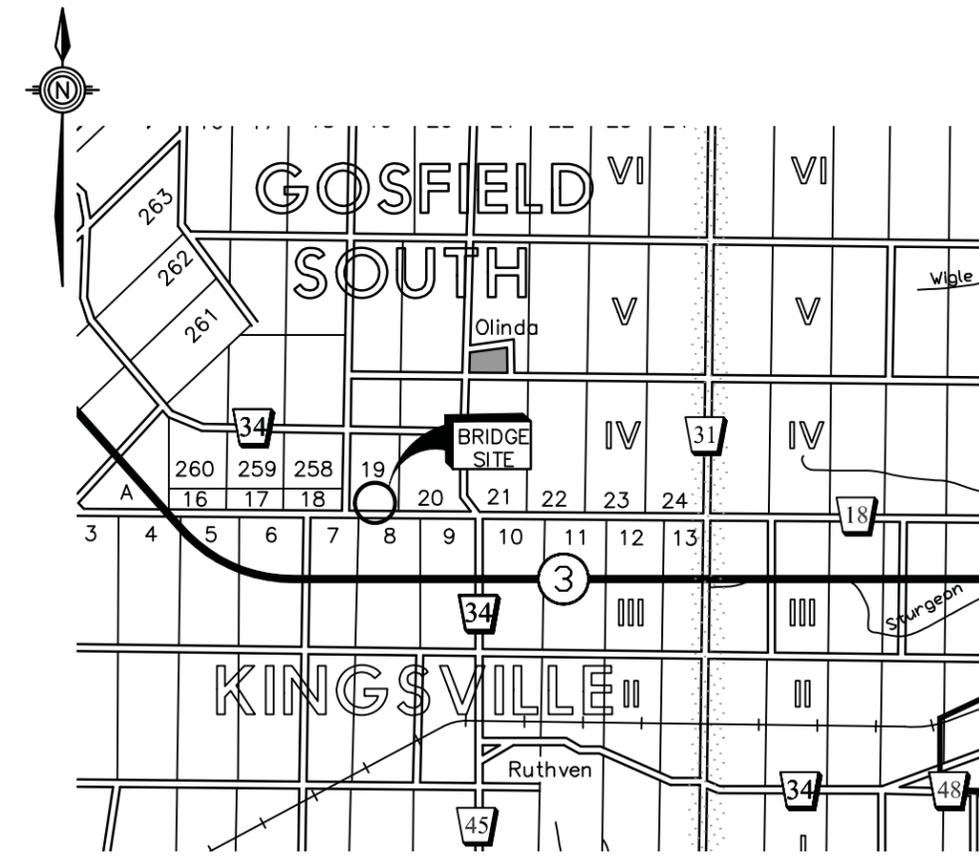
CONCESSION ROAD 4 E
(COUNTY ROAD 18)

BRIDGE PLAN
SCALE = 1:150



TYPICAL QUARRIED LIMESTONE END PROTECTION
Scale = N.T.S.

- NOTE:
1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
 2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1



KEY PLAN
Scale = 1:75,000

BENCHMARK:
BM 1- SOUTH OF PROPOSED CULVERT, TOP CENTER NUT OF FIRE HYDRANT
ELEV: 204.243m

PIPE DIAMETER:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
900mm	12.0m (39.37 ft)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E	UPSTREAM INV. (E) =202.165m DOWNSTREAM INV. (W) =202.105m CL TOP OF DRIVEWAY =203.475m DRAIN GRADE = 0.5%

KUNCH DRAIN
NEW BRIDGE FOR URE PARCEL
(Geographic Township of Gosfield South)
IN THE
TOWN OF KINGSVILLE
IN THE
COUNTY OF ESSEX • ONTARIO
85



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

FILE No.: REI2023D012	DRAWN BY: A.C. PLOT CODE: 1:1 FILE: REI2023D012.DWG	DATE: 2024-03-20	SHEET NO: 2 OF 3
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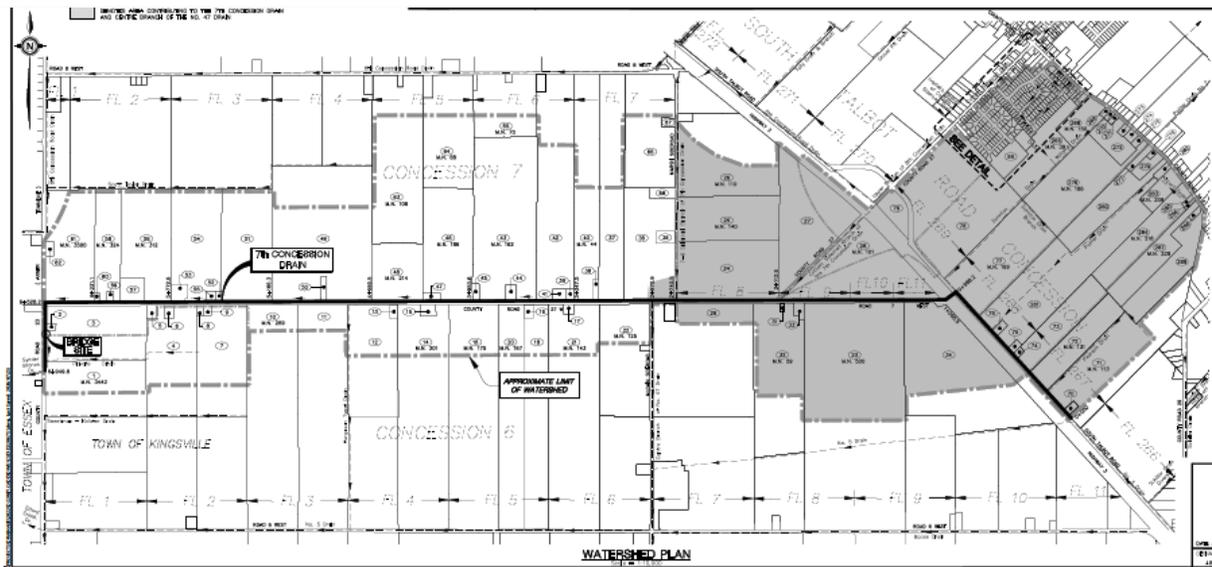
Date: September 23, 2024
To: Mayor and Council
Author: Lu-Ann Marentette, Drainage Superintendent
RE: 7th Concession Drain – Access - Valenciuk

RECOMMENDED ACTION

That the Engineer’s Report prepared by N.J. Peralta Engineering dated July 19, 2024, on the 7th Concession Drain for an emergency access replacement for Roll# 460-00701 and 460-00702, pursuant to section 78 of the Drainage Act **BE ADOPTED**.

BACKGROUND

In May of 2022 the Town received a request to review the existing structure on parcel 460-00702. It was a concrete open span bridge. The engineer determined that the bridge had reached its life expectancy, and that immediate action was needed to replace the bridge.



DISCUSSION

It was decided that a request for an emergency designation from the Province was warranted since the Drainage Act process would take time. The owners did not have a secondary access to use in the meantime, therefore, the Province provided same and

Mr. Peralta designed the structure and moved forward with construction immediately. New bridge was installed in spring of 2023.

All upstream landowners were invited to the site meeting and advised of the process under the Drainage Act since they would share in the cost of replacement.

Since the engineer was required to update the assessments for all upstream lands, a new future maintenance schedule was also completed.

FINANCIAL CONSIDERATIONS

The estimated cost for the new bridge are:

Engineering	\$ 79,053
Construction	\$185,101
Total	\$264,154

The above noted amount is then cost shared amongst the upstream lands and roads.

Owner	\$ 87,493
Upstream lands	\$138,372 (any designated agricultural lands will received the grant)
Kingsville Roads	\$ 11,915
MTO	\$ 13,900
County	\$ 12,474

ENVIRONMENTAL CONSIDERATIONS

Prior to construction in the spring of 2023 all agency requirements were met including receiving an ERCA permit.

CONSULTATIONS

PREPARED BY:



Lu-Ann Marentette, Drainage Superintendent

REVIEWED BY:



Tim Del Greco P.Eng., Senior Manager, Capital Projects and Engineering



Richard J.H. Wyma CSLA, Director of Planning and Development



ENGINEER'S REPORT

(Drainage Act, RSO 1990, c. D.17)

PROJECT | **7th Concession Drain**

Replacement Bridge for Richard & Donna Valenciuik,
(460-00701 & 460-00702),
Part of Lot 1, Concession 6
(Geographic Township of Gosfield North)
Town of Kingsville, County of Essex

Project No. D22-067

July 19, 2024

N.J. Peralta Engineering Ltd.

45 Division Street North
Kingsville, ON N9Y 1E1
519-733-6587
peraltaengineering.com

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MUNICIPAL DRAINS AND THE DRAINAGE ACT

The "Drainage Act" is one of the oldest pieces of legislation in Ontario, passed in 1859. It provides a democratic procedure for the construction, improvement and maintenance of drainage works. A procedure whereby the Municipality may assist in providing a legal drainage outlet for surface and subsurface waters not attainable under common law. Accordingly, provides much-needed assistance to facilitate the problems of obtaining a legal drainage outlet, engineering and cost distribution.

The Drainage Act provides a legal procedure by which an "area requiring drainage" may receive an outlet drain constructed to dispose of excess stormwater runoff to a sufficient outlet. This drainage infrastructure is otherwise known as a "Municipal Drain". Municipal Drains are identified by Municipal By-Law that adopts an Engineer's Report. The drainage engineer has the obligation to prepare an unbiased Engineer's Report based on information presented in written form, orally, and from visual inspection; in accordance with currently accepted design criteria. These reports form the legal basis for construction and management of the Municipal Drain. As such, an Engineer's Report shall contain specific details such as plans, profiles, and specifications that define the location, size and depth of the drainage infrastructure, together with establishing how costs are shared amongst all stakeholders.

Through the democratic procedure, the Engineer's Report is presented to all Stakeholders in front of Municipal Council (or a Drainage Board appointed by Council) for consideration. The Drainage Act provides an appeal process to address various aspects of Municipal Drains. These appeal bodies are the Court of Revision, the Ontario Drainage Tribunal and the Drainage Referee.

For additional information, Fact Sheets, and reference materials regarding the Drainage Act and Municipal Drains, please visit: <http://www.omafra.gov.on.ca/english/landuse/drainage.htm>

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TABLE OF CONTENTS

I.	Introduction.....	2
II.	Background and Request for Emergency Designation	2
III.	Drainage History.....	3
IV.	Preliminary Investigations and On-Site Meeting	5
V.	Field Survey and Investigations.....	7
VI.	Initial Review, Hydraulic Analysis, and Structure Selection	8
VII.	Findings and Recommendations	8
VIII.	Allowances and Compensation	11
IX.	Estimate of Cost.....	11
X.	Drawings and Specifications.....	12
XI.	Cost Distribution and Construction Schedule of Assessment Rationale	13
XII.	Special Considerations.....	16
XII.	Future Maintenance.....	16
	Construction Schedule of Assessment	1 to 12
	Standard Specifications - General	S-1 to S-17

APPENDICES

Appendix “A” – ERCA Correspondence

Appendix “B” – OMAFRA Emergency Designation

Appendix “C” – Design Drawing – Sheets 1 to 3

Appendix “D” – Future Maintenance Schedules of Assessment

- Appendix D-1 – Entire Drain Length
- Appendix D-2 - Upstream Section
- Appendix D-3 – Downstream Section

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PROJECT 7th Concession Drain

Replacement Bridge for Richard & Donna Valenciuik,
(460-00701 & 460-00702),
Part of Lot 1, Concession 6
(Geographic Township of Gosfield North)
Town of Kingsville, County of Essex
Project No. D22-067

July 19, 2024

Mayor and Municipal Council

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

I. INTRODUCTION

In accordance with the instructions received by email dated September 6, 2022, from the Town of Kingsville's Drainage Department, we have completed the necessary survey, examinations, investigations, etc. and have prepared the following report to provide for the replacement of an existing access bridge within the 7th Concession Drain for the agricultural and residential lands of Richard & Donna Valenciuik (460-00701 & 460-00702). In addition to the bridge replacement, this report shall also include the variation of the assessments on the 7th Concession Drain, so that the cost of any future maintenance works to the 7th Concession Drain may be fairly assessed. These investigations were initiated by a resolution passed by Council, for our firm to undertake the preparation of an Engineer's Report for the works within this Municipal Drain, and in accordance with provisions of the Drainage Act. The 7th Concession Drain is generally an open drain with a number of access bridges, which were constructed under the auspices of the Drainage Act. A plan showing the alignment of the 7th Concession Drain, the general location of the subject access bridge, and the affected lands within the general watershed, together with the details related to the general improvements under this project, are included herein as part of this report.

Our appointment and the works relative to the 7th Concession Drain proposed under this report, are being conducted in accordance with Section 78 of the "Drainage Act, RSO 1990, Chapter D.17, as amended in 2021". We have performed all of the necessary surveys, investigations, etc., for the existing and proposed bridges, as well as the 7th Concession Drain, and we report thereon as follows.

II. BACKGROUND AND REQUEST FOR EMERGENCY DESIGNATION

In May of 2022, the Town of Kingsville received a request to investigate the condition of an existing access structure over the 7th Concession Drain for the lands currently owned by Richard & Donna Valenciuik (460-00701 & 460-00702). The existing open span crossing consisted of concrete abutments embedded into the banks of the existing drain, together with five (5) steel I-Beam supports and a concrete deck. Upon review

of the structure, it was evident that the steel I-Beams had previously been reinforced on the roadside of the structure. In reviewing the structure's condition, it was found that the existing steel I-Beam supports at the downstream end of the structure had rotted to the point in which it had become perforated. In addition to the perforation of the steel, the I-Beam located at the extreme limit of the structure demonstrated early signs of failure. As a result, it was evident that this access structure had reached the end of its serviceable lifespan.

With the structure showing early signs of failure, the Town of Kingsville had concerns that the approval and implementation of these drainage improvements through the Drainage Act process would not be able to proceed in a timely manner. If the process became halted and/or delayed, the Town recognized that the potential risk of further damages or total failure would have major implications to all affected parties. As a result, the Town of Kingsville felt that it would be prudent to request authorization from the Minister of Agriculture, Food and Rural Affairs (OMAFRA) for "Emergency Designation" to proceed with the construction of the access bridge replacement, prior to adopting the Engineer's Report. This request is pursuant to Section 124 of the Drainage Act and was submitted to the Minister on June 22nd, 2022.

On July 19th, 2022, the Town of Kingsville received a response from the Minister of Agriculture, Food and Rural Affairs. The response noted that the existing driveway is still being used by light vehicle traffic with traffic cones placed over the downstream end of the structure. The response outlined the insufficient timelines for authorizing the work using normal drain construction procedures under the Drainage Act. Based on the current situation, the Minister deemed that this project qualifies for "Emergency Designation" on the condition that the crossing is replaced under the supervision of the Engineer appointed under the Drainage Act and that the property owners be given the opportunity to appeal their share of the project costs to the appeal bodies established under the Drainage Act.

III. DRAINAGE HISTORY

From our review of the Municipality's files, we have determined that the 7th Concession Drain is an existing open municipal drainage system that has been repaired and improved on a number of previous occasions through the auspicious of the Drainage Act. The 7th Concession Drain is generally an open drain extending downstream from the northeast side of South Talbot Road and further along the north side of the full length of Road 7 West/County Road 27. This Municipal Drain continues southerly along the east side of County Road 23 (Arner Townline Road), where the open channel crosses the road, to its outlet into the Snyder Branch Drain within the Town of Essex, and eventually to the Canard River. The 7th Concession Drain has a total length of approximately 6.90 kilometres and provides a sufficient outlet for a mixture of agricultural and residential lands extending along the course of the Municipal Drain and collects from tributary drains extending into the Community of Cottam.

From our review, we have found various Engineer's Reports prepared through the provisions of the Drainage Act for this Municipal Drain dating back to 1897. However, we have outlined the following relevant Engineer's Reports that we utilized as a reference for carrying out this project:

- a) **September 4, 1940**, Engineer's Report for the "7th Concession Drain and Snyder Branch Drain", prepared by C.B. Allison, O.L.S., was carried out under the Township of Gosfield North Drainage By-law No. 250. The works conducted under this report generally provided for the repair and

general improvements to the associated Municipal Drains. These works included the repair, deepening, and widening of the 7th Concession Drain from its top end at South Talbot Road, downstream and including the Snyder Branch Drain located within the Town of Essex.

This report clearly identifies the 7th Concession Drain extending from its top end at South Talbot Road and continuously extending downstream along Road 7 West and County Road 27 (Cottam Sideroad), and further extending south along County Road 23 (Arner Townline).

- b) **October 18, 1957**, Engineer's Report for the "7th Concession Drain, Snyder Branch and Part of Old 47 Drain", prepared by Wm. Colby, P.Eng., was carried out under the Township of Gosfield North Drainage By-law No. 343. The works conducted under this report generally provided for the repair and general improvements to the associated Municipal Drains. These works included the cleaning and deepening of the 7th Concession Drain from its top end along South Talbot Road to the McCain Sideroad, together with a portion of the Old No. 47 Drain (currently known as the Centre Branch of the No. 47 Drain) from County Road 27 West southerly to Road 6 West.

Although this report focuses on improvements to the upper end of the 7th Concession Drain, this report is relevant to the watershed contributions to the subject access bridge. Based on the details of this report, these improvements created a cross-connection between the Canard River watershed and the Wigle Creek watershed, where the lands upstream of the McCain Sideroad contribute to both watersheds.

- c) **November 15, 1967**, Engineer's Report (Reconsidered) for the "7th Concession Drain, Snyder Branch and Part of Old 47 Drain", prepared by Wm. Colby, P.Eng., was carried out under the Township of Gosfield North Drainage By-law No. 453. The works conducted under this report generally provided for the repair and general improvements to the associated Municipal Drains. These works included the cleaning and deepening of the entire length of the associated drains, together with several access structure repairs.

Further to the 1940 and 1957 Reports, this report confirms the divergence of runoff flows at the intersection of County Road 27 (Cottam Sideroad) and the McCain Sideroad. As a result, confirming that runoff water contributing from the lands east of the McCain Sideroad contributes to both the Canard River watershed and the Wigle Creek watershed. It shall further be noted that this report identified the necessary repairs to various access bridges within the drain. The adopted report did not specifically identify any of these structures. However, it is understood that the subject concrete span bridge exists within this drain at this time as the original report, subsequently reconsidered, implying provisions for improvements to the subject access bridge as part of the drain relocation plans along County Road 23 (Arner Townline Road), originally slated to be completed as part of the original scope of the project.

- d) **October 10, 1996** Letter for the "Bridge Repair for Rick Valenciuk Over the 7th Concession Drain", prepared by L. Zarlenga, P.Eng. This letter specifically addresses concerns related to the subject access bridge and recommends that the repairs to this structure be completed under maintenance, through the Drainage Act provisions. The recommended works included the reinforcement of the existing steel I-Beams supports.

With these works conducted through the maintenance process, all associated costs related to these works were shared with all upstream lands and roads contributing flows through the access bridge structure.

Based on our detailed research of the 7th Concession Drain drainage records, we have determined that generally speaking, the 1967 Report serves as the current governing By-law for the design parameters of the 7th Concession Drain, through the subject access structure location. Based on the drainage records and the history of the subject access structure, we find that this structure is considered to be a legal structure with respect to the 7th Concession Drain. As a result, this structure is currently eligible to have the costs for their replacement and/or improvements shared with all lands and roads within the drain's watershed contributing their runoff into the drain, upstream of said structure.

IV. PRELIMINARY INVESTIGATIONS AND ON-SITE MEETING

After reviewing all the available drainage information and documentation provided by the Drainage Superintendent, we arranged to schedule an On-Site Meeting for September 23, 2022. The following people attended this meeting:

Name	Affiliation
Larry Newport	Landowner – 165 County Road 34 West
David Shuttleworth	Landowner – 103 King Avenue
Larry Merritt	Landowner – 57 Road 7 West
Bill Hodgins	Landowner – 131 County Road 34 West
William & Cheryl Carmichael	Landowner – 118 County Road 34 East
Milton Hillier	Landowner – 500 Road 6 West
Dale & Betty Anne Steed	Landowner – 328 County Road 27 West
Don Ferguson & Diane Maslin	Landowner
Corinne Molle	Landowner – 303 County Road 27 West
Rick Valenciuk	Landowner – 3486 County Road 23
Gerald Pillon	Landowner – 228 County Road 34 East
Ken Vegh	Kingsville (Former) Drainage Superintendent
Mark Fishleigh	County of Essex
Tony Peralta, P.Eng.	N.J. Peralta Engineering Ltd.

At the onset of this meeting, Ken Vegh made introductions and advised of the written notice submitted by Richard & Donna Valenciuk (460-00701 & 460-00702) for the replacement of an existing access structure within the Municipal Drain, know as the 7th Concession Drain. Mr. Peralta elaborated on "What is a Municipal Drain", the general responsibilities of the stakeholders through the provisions of the Drainage Act, and the general requirements for initiating repair and improvement to a Municipal Drain. Mr. Peralta further identified that those invited to this meeting form part of the drain's watershed and likely contribute runoff from their property through the subject structure.

Mr. Peralta further elaborated on the reasons for the request to replace the existing access structure. After further examination, it was evident that the existing steel I-Beams supporting the concrete deck were rotted through and the overall structure was in poor condition. Mr. Peralta further explained that under normal circumstances, an Engineer's Report would be prepared and presented to all affected landowners for adoption under the Municipal By-Law, before initiating the construction of the replacement access bridge.

However, with the structure in immediate need of repair, an application to the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) was submitted and subsequently approved for Emergency Designation status. This allows for the construction of the replacement structure before proceeding with the By-Law creation process. In light of the Emergency Designation status, this process will not negate the affected landowners' rights to appeal any assessments levied on their property. However, the report creation and By-Law acceptance process will be completed once the replacement bridge structure has been installed.

The landowners present were advised that the minimum standard top width of the driveway is 6.10 metres (20.00 ft.). They were further advised that if this access bridge is considered a legal entity within this drain, the replacement of this access bridge would be subject to cost sharing with upstream lands and roads. Furthermore, if the Owner wishes to provide a top width wider than the standard 6.10 metres (20.00 ft.), the additional cost for providing a wider top width shall be assessed 100% to the abutting Owner. We further established that the final design may be governed by the requirements of the Department of Fisheries and Oceans (DFO), the Essex Region Conservation Authority (ERCA), the Ministry of Natural Resources and Forestry (MNRF) and the Ministry of Environment, Conservation and Parks (MECP).

Cost sharing of the bridge replacement was discussed. Mr. Peralta indicated that the previous By-Laws on this drain, do not specifically refer to the subject bridge. However, supporting historical documentation clearly identifies that the subject access bridge has previously been considered a legal entity within the 7th Concession Drain and the subject access structure was repaired through the provisions of the Drainage Act. Based on the historical information, Mr. Peralta indicated that it was his opinion that the bridge is considered a legal part of the drain. Therefore, the costs of its replacement may be eligible for sharing with the upstream lands and roads. The proportion of cost sharing for the bridge will be established within the Engineer's Report based on the location of the said bridge relative to the reach of the drain. Mr. Peralta added that the Owner of the bridge will pay a certain percentage of the total cost for the bridge, and all of the upstream lands that contribute their runoff through the structure will share the remainder of the cost. Mr. Peralta also discussed that agricultural grants from the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) are likely available to eligible farm properties assessed under this project.

Mr. Peralta identified the current governing By-Laws for the 7th Concession Drain. Based on the available information, there appears to be discrepancies within the current watershed of this Municipal Drain. It was suggested that since the watershed is being reviewed for the purpose of cost-sharing for the subject access bridge located near the outlet of the drain, it may be advantageous to prepare an updated maintenance schedule to fairly distribute the costs of future maintenance works on the entire drain. Based on a show of hands of the meeting participants, the consensus was to consider including future maintenance schedules as part of the project.

Based on the size of the existing drain and the current style of the bridge structure, landowners questioned what type of bridge structure would be specified for its replacement. The landowners were advised that the Engineer was currently evaluating potential replacement options. However, based on preliminary sizing calculations, the structure could encompass a large steel span structure or a concrete box culvert. Ultimately, the Engineer will be looking to implement the most cost-effective structure option.

Some landowners in attendance provided additional questions and comments related to individual properties that contribute to the drainage system. With the project in its early stages, the landowners were

advised that further watershed investigations were required as part of the process and these details will be captured within the Engineer's Report to be presented to Council for consideration.

The overall drainage report and future maintenance processes, general timelines, and grant eligibility were generally reviewed with the landowners. It was further outlined that it would be likely that the works in this drain were not to be undertaken between March 15 and July 15, of any given year, unless otherwise permitted by DFO, ERCA, MNRF, and the MECP.

At the conclusion of our discussions, the landowners were reminded that the replacement bridge construction would commence prior to the report preparation and the Engineer's Report shall follow. In the meantime, business cards were handed out and if the landowners had any questions, comments, or concerns, they should feel free to contact Mr. Vegh or Mr. Peralta.

On this note, the On-Site Meeting had concluded.

V. FIELD SURVEY AND INVESTIGATIONS

Following the receipt of the Emergency Designation issued by the OMAFRA, we arranged for our Survey Crew to attend the site to perform a topographic survey, including taking all necessary levels and details of the 7th Concession Drain related to the proposed access bridge. Benchmarks were established from previous work carried out on the drain and were utilized in establishing a relative site benchmark near the location of the access bridge site. We also surveyed the drain for a considerable distance both upstream and downstream of the existing access bridge sites to establish a design grade profile for the new bridge installation. We also took cross-sections of the 7th Concession Drain at the general location of the access bridge sites, as necessary, for us to complete our design calculations, estimates and specifications.

The Ministry of Environment, Conservation and Parks (MECP) currently regulates the Endangered Species Act, 2007. New regulation provisions under Ontario Regulation 242/08, Section 23.9 allow the Municipality to conduct repairs, maintenance, and improvements, within existing Municipal Drains, under the Drainage Act and these works are exempt from Sections 9 and 10 of the Endangered Species Act, so long as the rules in the regulation are followed. If eligible, the regulatory provision allows Municipalities to give notice to the Ministry by registering their drainage activities through an online registry system.

For the purpose of establishing the watershed area upstream of the proposed access bridge, and determining the structure size required for this application, we investigated and reviewed the past Engineer's Reports on the 7th Concession Drain, specifically the governing 1967 and subsequent reports, as they pertain to the watershed contributing to this access bridge. In addition, we utilized current LiDAR information to cross-check the watershed limits upstream of the access bridge being replaced, and we also cross-checked watershed limits for other Municipal Drain By-Laws in the vicinity of the 7th Concession Drain. All of the above investigations not only provided us with the correct watershed area affecting the size of the subject access bridges but also provided us with accurate information to assist us with the preparation of our Construction and Maintenance Schedules of Assessment for this project.

VI. INITIAL REVIEW, HYDRAULIC ANALYSIS, AND STRUCTURE SELECTION

Once we had established a general scope of work on this project, our office engaged in correspondence with the ERCA to provide general details of the project and to address any comments and/or concerns that they would have as it relates to the established scope of work. The ERCA had provided their initial comments outlining their general requirements for the replacement of clear span structures. They identify that the Engineer must demonstrate that the replacement structure shall have an equivalent level of service to the existing structure. The Engineers shall also demonstrate and/or justify that no adverse flood impacts are caused by the replacement structure. The ERCA also refers the Engineer to "A Guide for Engineers Working Under the Drainage Act in Ontario" - OMAFRA Publication 852 (2018), as the current reference documentation used by Engineers carrying out work on Municipal Drains through provisions of the Drainage Act. When replacing clear span structures within Municipal Drains, ERCA specifically regulates the 1:100-year return period as the level of service for major storm events.

The 7th Concession Drain serves as a primary drainage conduit for a significant watershed and serves as a tributary of the Canard River. Based on the design requirements and the potential impacts to the drainage system, our office determined that it would be prudent to conduct an in-depth hydraulic analysis for the sizing of the replacement access bridge structure. The intent of this exercise was to fully understand how the existing and proposed structures would affect the theoretical flood elevations of this Municipal Drain, relative to the 1:100 year storm event. This model would also help establish an appropriate culvert size for the structure intended to be replaced under this project. Based on the results of the model, it was determined that more economical alternative materials and opening sizes could ultimately be utilized while maintaining the existing theoretical 1:100-year storm event flood elevations of the 7th Concession Drain. We concluded that the most feasible replacement structures suitable to meet the specified requirements would be open-span steel-plated bridge or concrete box culvert structures. With an understanding of the appropriate structure options, we then proceeded with the detailed design phase of the project, which included cost estimates for the structure materials and installation.

As we continued with the cost estimations, we saw a spike in construction material and labour costs in 2022, creating uncertainty in construction price estimations. Historically, steel bridge products have been the more cost-effective solution over concrete products. However, at the time of this project, the cost of steel increased significantly. Through this process, we recognized that there are cost implications associated with the replacement of this structure. With the overall cost of this project ultimately being shared with the bridge user and all upstream lands and roads, together with the variability of construction materials and labour, there was uncertainty in determining the most cost-effective solution for this application. In an effort to reduce the overall costs of the project, we found that it would be prudent to design and tender this project having both material options (open-span steel-plated bridge and concrete box culvert structures) with the intent to choose the lowest available option.

VII. FINDINGS AND RECOMMENDATIONS

Based on our topographic survey, detailed investigations, information derived from the On-Site Meeting and subsequent discussions and review with the affected landowner, together with the review and correspondence with the ERCA and other environmental government agencies; we have proceeded to

establish the required details to adequately address the specified improvements within the 7th Concession Drain. Our findings and recommendations are outlined in the following paragraphs.

ERCA, DFO, and MECP Considerations

During the course of our investigations, this drainage project was discussed and reviewed in detail with Ms. Ashley Gyori, of the ERCA, to deal with any of the ERCA concerns and comments related to this Municipal Drain. The 7th Concession Drain is located within the regulated area and is under the jurisdiction of the ERCA. Therefore, an ERCA Permit is required for the construction and/or improvements of the proposed access bridge structure. The results of our hydraulic analysis, together with our design proposals, were submitted to the ERCA for review. On March 9th, 2023, we received the ERCA's general acceptance of our design proposal. Further to the above, the ERCA provided us with their comments and concerns through email correspondence, and said correspondence is included herein as **Appendix "A"**.

With respect to the Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works within this Municipal Drain were "self-assessed" by the Engineer, through the DFO website and the utilization of the "Guidance for Maintaining and Repairing Municipal Drains in Ontario" to determine whether this project shall be reviewed by the DFO. The section of the 7th Concession Drain where the access bridge will be installed has been established as Class 'F' by the DFO. Based on the DFO Self-Assessment website and the guidance document, we have determined that the project activities would not require a DFO review for the works proposed under this project, so long as standard measures for fish habitat and migration are implemented.

The Ministry of Natural Resources and Forestry (MNRF) has transitioned the responsibilities of the Species at Risk Provincial Legislation to the Ministry of Environment, Conservation and Parks (MECP). Section 23.9 of the Endangered Species Act, 2007 allows the Municipality to conduct eligible repair, maintenance, and improvement work under the Drainage Act that exempts these works from Sections 9 and 10 of this Act, so long as they follow the rules within Ontario Regulation 242/08. In recognition of the impacts that these species may experience as a result of the subject works, the Town of Kingsville shall provide comprehensive mitigation measures as well as species identification guides for reference. These references shall be provided to the successful Tenderer and shall be available for viewing at the Municipal Office for those interested.

Through correspondence with ERCA, self-assessment through DFO, and the mitigation measures through the Endangered Species Act, we have provided for all of the ERCA, DFO, and MECP concerns and issues in our design and recommend that these drainage works be constructed in total compliance with all of the above.

Replacement Access Bridge Details

Prior to finalizing the details of the bridge replacement structure, we had discussions with Mr. Rick Valenciuik to review the particulars of the access bridge in detail. As part of the bridge details, we further reviewed the potential associated costs. Through our discussions, it was established that they would require a minimum driveway top width of 6.10 metres (20.00 ft.). Based on these details, Mr. Valenciuik was advised that we have determined within our preliminary design that the new access bridge would require either an open-span steel-plated bridge or a concrete box culvert providing a similar level of service to that of the existing

bridge structure. He was advised that both structures shall form part of the tendering process and the project will proceed with the lowest tendered option, with the best lead time for installation.

As part of the tender process, we received multiple bids from various contractors. Based on the results of the tender process, it was determined that the concrete box culvert would result in the most cost-effective option. As a result, the existing access bridge structure shall be replaced with approximately 8.00 metres of 3600mm x 1800mm, reinforced concrete box culvert with a vertical interlocking concrete block headwall system. The culvert installation shall provide for a minimum of 180mm pipe embedment for fish habitat and migration. The resulting travelled portion of the driveway top width would be a minimum of 6.78 metres (22.24 ft.), and the access centreline shall be positioned approximately 2.50 metres (8.20 ft.) north of the existing access centreline currently serving the parcel.

Based on its age and inherent safety concerns, we recommend that this structure be replaced in its entirety. With this structure deemed a legal structure with respect to this Municipal Drain, the costs for the standard access bridge top width shall be shared by the adjoining Bridge Owner and the lands and roads within the watershed, located upstream of the bridge site. The proportion of cost-sharing for the bridge has been established based on the location of the access relative to the reach of the drain, along with the existing cost-sharing provisions previously established for this Municipal Drain. It shall be noted that agricultural grants from OMAFRA are likely available to eligible farm properties assessed under this project. These details were reviewed in detail with Mr. Valenciuik prior to the preparation of this report and the works proposed herein have been prepared on that basis.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owner, we recommend that the existing concrete span bridge be replaced with a new structure in the 7th Concession Drain, at the location and according to the general parameters established in our design drawings attached herein.

Maintenance Schedule of Assessment

Since the completion of the governing 1967 and subsequent Engineer's Reports and By-Laws, various changes have taken place within the drainage area and around the watershed boundaries. In general, many properties have been subdivided and/or merged, drainage patterns have been altered, and land uses have changed. All of the above changes are not properly reflected by the Schedule of Assessment contained within the governing By-Laws and it is necessary to prepare a new Maintenance Schedule of Assessment to properly account for all of the lands and roads affected by the entire length of the 7th Concession Drain. Based on the discussions with the affected landowners at the On-Site Meeting, we recommend that the updated Maintenance Schedules of Assessment be provided as part of this report, in order to properly assess any future maintenance works to the 7th Concession Drain.

Summary

Based on all the above, we recommend that the replacement access bridge be constructed in the 7th Concession Drain to serve as the primary access for the existing agricultural and residential lands owned by Richard & Donna Valenciuik (460-00701 & 460-00702), in Part of Lot 1, Concession 6, in accordance with this report, the attached specifications and the accompanying drawings. Furthermore, an updated Maintenance Schedule of Assessment shall be completed to fairly distribute any future maintenance cost

conducted within the 7th Concession Drain. All works associated with the above shall be carried out in accordance with Sections 76 and 78 of the "Drainage Act, RSO 1990, Chapter D.17, as amended 2021".

VIII. ALLOWANCES AND COMPENSATION

All of the work carried out under this project is located alongside and within the County Road 23 (Arner Townline Road) right-of-way. Furthermore, all areas disturbed by this work are specified for full restoration. Therefore, these works shall not require land to be taken, nor result in any loss of production of agricultural property or any indirect damages to the non-agricultural areas. Therefore, no allowances or compensation shall be provided for under Sections 29 and 30 of the "Drainage Act, RSO 1990, Chapter D.17, as amended 2021".

IX. ESTIMATE OF COST

Our estimate of the total cost of this work, including all incidental expenses, is the sum of **TWO HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED FIFTY FOUR DOLLARS (\$264,154.00)** made up as follows:

CONSTRUCTION ITEMS					
Item	Description	Est Qty	Unit	Unit Price	Total
1.	Bridge (Station 6+698.5 to Station 6+706.5); Provide all of the necessary labour, equipment, and materials to excavate, remove, and dispose of the existing access bridge and abutments, as stated in the Drawings; Provide all labour, equipment, and materials to construct a replacement access bridge consisting of 8.00 metres (26.25 ft.) of 3600mm Span x 1800mm Rise CHBDC CAN/CSA S6-14 Precast Concrete Box Culvert with reinforced concrete apron walls on both ends, including waterproofing and connection to the precast interlocking concrete block headwall and daylighting, sloped quarried limestone erosion protection, granular bedding and backfill, granular driveway approach and shoulder, excavation, compaction, drain side slope excavation, native fill transition, swale grading, topsoil placement and seeding, tree removal, traffic control, dewatering of work site throughout construction, pedestrian access, general cleanup and restoration, complete.	1.0	Lump Sum	\$ 181,900.00	\$ 181,900.00
2.	Net HST for the above construction items (1.76%)				\$ 3,201.00
TOTAL FOR CONSTRUCTION =					\$ 185,101.00

INCIDENTALS		
Item	Description	Total
1.	Report, Estimates and Specifications	\$ 12,100.00
2.	Survey, Assistants, Expenses and Drawings	\$ 15,800.00
3.	Additional Hydraulic Analysis	\$ 6,800.00
4.	Alternative Design Options	\$ 5,800.00
5.	New Maintenance Schedule of Assessment	\$ 7,800.00
6.	Duplication Costs of Drawings and Report	\$ 5,500.00
7.	Cost of Letting the Contract including preparation of Tender Documents and Tender Review	\$ 2,700.00
8.	Cost of providing supervision and Full-Time Inspection during Construction (approx. 2.5-week duration)	\$ 12,400.00
9.	Cost of 3rd Party Geotechnical Services	\$8,000.00
10.	Net HST on the above items (1.76%)	\$ 1,353.00
11.	Estimate Cost for ERCA Permit	\$ 800.00
	TOTAL FOR INCIDENTALS =	\$ 79,053.00
	TOTAL FOR CONSTRUCTION (brought forward) =	\$ 185,101.00
	TOTAL ESTIMATE =	\$ 264,154.00

X. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached the design drawing for the construction of the new access bridge over the 7th Concession Drain. The design drawing shows the alignment of the 7th Concession Drain and the approximate locations of the proposed access bridge within this Municipal Drain. The drawing also illustrates the affected landowners and the details associated with the proposed new access bridge installations. The design drawing is attached to the back of this report and is labelled herein as **Appendix "C"**.

We have prepared Standard Specifications and Special Provisions that set out the required construction details for the various aspects of the works to be conducted under this report.

XI. COST DISTRIBUTION AND CONSTRUCTION SCHEDULE OF ASSESSMENT RATIONALE

Construction Schedule of Assessment

As it relates to the subject access bridge replacement, this structure is considered a legal entity with respect to the 7th Concession Drain. The lands that contribute runoff to the 7th Concession Drain affect flow characteristics and ultimately the size of the replacement structure. Therefore, the construction cost plus incidental costs for the replacement of this structure shall be shared between the bridge user and all of the lands and roads that exist upstream of the said access bridge site, and use the 7th Concession Drain for drainage purposes. The sharing percentage between the bridge user and the upstream lands and roads affected by this structure has been established on the basis of where it is located relative to the entire reach of the drain. The bridge user's share is assessed within the Construction Schedule of Assessment as a Benefit Assessment and the affected upstream owners' share for a standard top-width access bridge is assessed as an Outlet Assessment.

Therefore, we would recommend that all of the costs associated with the details identified herein be assessed against the affected lands and roads as shown in the attached **Construction Schedule of Assessment**.

It shall be noted that the attached Construction Schedule of Assessment is to be utilized for the distribution of costs related to the construction works being provided for under this report and this Construction Schedule of Assessment shall not be utilized for the sharing of any future maintenance works conducted to same.

Assessment Components

The total individual assessments within the Construction Schedule of Assessment comprises of two (2) primary assessment components, including:

- i. *Benefit is defined as advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures, as it relates to Section 22 of the Drainage Act.*
- ii. *Outlet Liability is defined as part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet, as it relates to Section 23 of the Drainage Act.*

Assessment Rationale

Benefit Assessment – Properties which reside adjacent to the open drain are entitled to access their lands. These lands gain an advantage from any structure constructed within the Municipal Drain for the purposes of accessing and/or protecting the adjacent lands. Therefore, a Benefit Assessment is levied against those who gain an advantage related to the betterment and/or protection of the adjacent lands, based on the definition provided above.

Outlet Assessment – According to the parameters set within Section 23 of the Drainage Act, all lands which utilize the 7th Concession Drain as a drainage outlet may be assessed for Outlet Liability. As further outlined within Section 23(3) of the Drainage Act, the Outlet Assessment is “...based on the volume and rate of flow of the water artificially caused to flow...”. Based on the characteristics of the lands that contribute flow to the Municipal Drain, runoff factors have been applied based on the land use of each property to reflect the actual amount of water that is artificially collected and discharged into the drain. Therefore, developed lands (residential, commercial lots and roads) have an increased run-off factor applied to their assessment. Contrarily, lands which have surface (or subsurface) runoff that exits the watershed or contains woodlots would have a decreased run-off factor applied to their assessment.

Distribution of Unforeseen Costs

The distribution of the estimated costs do not include any unforeseen costs for appeals to the Court of Revision, Tribunal or Referee. Any costs to the project associated with dealing with any of these Appeals shall be shared by all assessments in the Construction Schedule of Assessment including all Section 6 non-proratable assessments, as well as any Special Benefit Assessments on a pro-rata basis, or as otherwise established in any decisions from these forums.

Furthermore, during construction, it may become necessary to temporarily or permanently relocate existing utilities that may conflict with the works outlined within this report. Under these circumstances, the relocation of these utilities shall be assessed for any relocation costs against the public utility having jurisdiction in accordance with Section 26 of the Drainage Act. In accordance with Section 69 of the Drainage Act, the utility company is allowed the option to carry out this work utilizing their own forces and at their own cost. However, should they not exercise this option within a reasonable time, the Municipality may arrange to have this work completed and the costs for this work shall be charged to the appropriate public utility. Furthermore, any unforeseen construction costs directly related to the Section 26 works shall be assessed entirely, as an extra, to the applicable Road Authority or Utility.

Agricultural Grants and Grant Eligibility

The Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (ADIP). This program provides financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current ADIP, “lands used for agricultural purposes” may be eligible for a grant in the amount of 1/3 of their total assessment. The policy defines “lands used for agricultural purposes” as those lands eligible for the “Farm Property Class Tax Rate”. The Municipal Clerk has provided this information to the Engineer from the current property tax roll and the Engineer has further confirmed this information with the AGMaps Geographic Information Portal Services through OMAFRA. Properties that meet the criteria for “lands used for agricultural purposes” are shown in the attached Assessment Schedules under the subheading “**5. PRIVATELY OWNED – AGRICULTURAL LANDS (grantable)**” and are expected to be eligible for the 1/3 grant from OMAFRA. Under these provisions, we expect that this project will qualify for the grant normally available for agricultural lands. We would, therefore, recommend that the Town of Kingsville make an application, on their behalf, for a Grant from the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) in the amount of 1/3 of their total assessment for this project, in accordance with the provisions of Sections 85 and 88 of the “Drainage Act, RSO 1990, Chapter D.17, as amended 2021”. Even though it is our opinion that certain lands shall likely

be eligible for grants, there is no guarantee that these lands will qualify or that grants may be available in the future.

During our investigations, we determined that some agricultural lands, which may be used for agricultural purposes, are not currently eligible for this grant primarily because they do not have a Farm Tax Classification. These lands are as follows:

Table 3 - Agricultural Lands Currently Not Eligible for Grant

Parcel ID Number	Roll Number	Owner's Name
11	460-01100	Marian Maslin
265	560-02653	1575742 Ontario Limited
272	560-03000	Justin Ireland & Jamie Meunier
279	560-03400	Leo Hayes
283	560-03600	Daniel & Jenny Nantais

These lands, in the Schedules of Assessment, have been categorized and listed under the heading **"5. PRIVATELY OWNED – AGRICULTURAL LANDS (non-grantable)"** which means that these properties would not be eligible for the OMAFRA grant. If these agricultural lands qualify for the Farm Tax Classification, it would be anticipated that they would have been eligible for the grant. From our research into how the Farm Tax Classifications are determined, and from further discussions with OMAFRA representatives, in order to gain a Farm Tax Classification, the Owner would need to meet the following criteria:

- 1) Property Owner must be a Canadian Citizen or Permanent Resident of Canada
- 2) Registered Farm Business that generates a minimum gross income of \$7,000.00.

For the agricultural lands currently listed under the heading **"5. PRIVATELY OWNED – AGRICULTURAL LANDS (non-grantable)"** one of the above items is likely the reason why they are not eligible for the OMAFRA grant. Therefore, we encourage these eligible landowners, which meet these criteria, to apply to become eligible for this grant. For more information on Farm Property Class Tax Rate Program, please visit: <http://omafra.gov.on.ca/english/policy/ftaxfaq.html>

Grant Eligibility for Future Maintenance Schedules of Assessments

As part of this project, we have provided separate Maintenance Schedules of Assessment for the 7th Concession Drain. It should be noted that the preparation of these new Maintenance Schedules of Assessment under Section 76 of the Drainage Act is not normally eligible for the grant. However, according to Section 2.3(e) of the OMAFRA "Agricultural Drainage Infrastructure Program: Administrative Policies", where the cost of developing a new Assessment Schedules is less than 25% of the engineering costs for the total project, the engineering cost expended towards the preparation of same shall be eligible for the grant. Since the engineering costs for the preparation of Maintenance Schedules of Assessment included herein are less than 25% of the overall engineering costs, we would expect that all of the agricultural assessments associated with the preparation of the new maintenance schedule **shall** be eligible for the grant.

We would, therefore, recommend that all of the costs associated with the preparation of these new Maintenance Schedules of Assessment be charged against the lands and roads affected per the attached Construction Schedule of Assessment included herein. Lands that are used for agricultural purposes have been listed in the Construction Schedule of Assessment under Subheading “**5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable)**”.

XII. SPECIAL CONSIDERATIONS

Future Developments

The assessments derived within the Schedules of Assessments have been evaluated based on the current conditions and existing developments. It is anticipated that additional areas within the 7th Concession Drain watershed are slated for future agricultural, residential, commercial, and industrial developments. These future developments will create higher runoff from each site and will result in increased flows into the 7th Concession Drain. **Therefore, we recommend that when future developments are proposed within the 7th Concession Drain watershed, Stormwater Management (SWM) provisions shall be incorporated as part of these future developments to restrict their outflow to a 1:2 year storm pre-development runoff rate for the entire area to be connected.** Proper SWM facilities restricting the flows to the allowable release rate will ensure that the subsequent flows will have no adverse effect on the capacity of the 7th Concession Drain. However, SWM provisions will increase the total volume of water that travels through the receiving drains. Therefore, if the Town of Kingsville is prepared to approve the increased total flow volumes from future developments, we recommend that an update to the “Outlet Assessments” shall be established for each future development site, through Section 65 or Section 76 of the Drainage Act.

XIII. FUTURE MAINTENANCE

Access Bridge for Richard & Donna Valenciuk (460-00701 & 460-00702)

It should be noted that a mechanism should be provided herein so that the Town of Kingsville can undertake future maintenance works on the access bridge identified within this report so that the future maintenance costs for this structure can be properly assessed to the affected landowners. With the proposed structure being established as primary access to the respective properties and established as a legal entity with respect to the 7th Concession Drain, the future maintenance and/or its future repair and replacement would be eligible for cost-sharing with all upstream lands and roads contributing to each structure. Therefore, we recommend that this structure within the 7th Concession Drain, for which future maintenance costs are to be shared with upstream lands and roads within the watershed, be maintained by the Municipality.

When any maintenance work is required in the future to this access bridge, we wish to establish that **33.8%** of the future maintenance costs be assessed as a Benefit Assessment against the abutting property being served by the access bridge, which is currently owned by Richard & Donna Valenciuk (460-00701 & 460-00702), in Part of Lot 1, Concession 6, Geographic Township of Gosfield North. The remaining **66.2%** of the future maintenance cost shall be assessed as an Outlet Assessment against the lands and roads lying upstream of the bridge site, within the drain watershed. The future maintenance costs are to be assessed to the lands and roads in the same proportions as the assessment charges shown in the Maintenance

Schedule of Assessment contained within this report, or as per subsequent amendments made thereto under the Drainage Act.

Said maintenance work would include work to the structure, bedding and backfill, end treatment and other ancillary work. Should concrete or asphalt driveway surfaces over these access bridge driveways require removal as part of the maintenance work, these surfaces should be repaired or replaced as part of the work. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the structure maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement of any special features, if necessary, shall be totally assessed to the benefiting adjoining Owner served by said access bridge.

7th Concession Drain – Open Drain

After the completion of all of the works associated with this Engineer's Report, we would recommend that the 7th Concession Drain be kept up and maintained in the future through the Town of Kingsville and at the expense of the lands and roads included within the Maintenance Schedules of Assessment attached herein and labelled **Appendix "D"**.

In order to fairly distribute costs of future maintenance to the 7th Concession Drain, we have identified three (3) Future Maintenance Schedules of Assessments for distinct sections of this drain where maintenance provisions shall be established and distributed on the following basis:

1. Entire Drain Length (Station 0+000.0 to Station 6+949.8)

When future maintenance works are performed over the entire length of the 7th Concession Drain, we recommend that the cost for these works of future maintenance shall be shared by the abutting landowners and upstream affected lands and roads, following the same proportions established within the **Future Maintenance Schedule of Assessment #1 - 7th Concession Drain (Station 0+000 to Station 6+949.8)** included within **Appendix "D"**. This Schedule of Assessment has been developed based on an assumed cost of **\$100,000.00** and the future maintenance costs shall be levied pro-rata to the affected lands and roads that are adjacent to and situated upstream of this section of drain for which future maintenance works have been carried out. Therefore, when **\$100,000.00** worth of future maintenance work is expended on the entire length of the drain, the assessment to each of the individual affected property owners and roads shall be levied per the noted Maintenance Schedule of Assessment. It should be clearly understood that the amounts shown within this Schedule are only for prorating future maintenance costs for the drain and do not form part of the current cost for the work.

2. Upstream Section (Station 0+000.0 to Station 2+870.9)

When future maintenance works are performed strictly between Station 0+000.0 and Station 2+870.9 within the 7th Concession Drain, we recommend that it be maintained in the future by the Town of Kingsville. This reach of the Municipal Drain extends from its top end to a the intersection of the McCain Sideroad (confluence of the Centre Branch of the No. 47 Drain). The cost for these works of future maintenance shall be shared by the abutting landowner and upstream affected lands and roads, following the same proportions established within the **Future Maintenance Schedule of Assessment**

#2 - 7th Concession Drain – Upstream Section (Station 0+000.0 to Station 2+870.9) included within **Appendix "D"**. This Schedule of Assessment has been developed based on an assumed cost of **\$50,000.00** and the future maintenance costs shall be levied pro-rata to the affected lands and roads that are situated adjacent to and upstream of this section of drain for which future maintenance works have been carried out. Therefore, when **\$50,000.00** worth of future maintenance work is expended on this section of the drain, the assessment to each of the individual affected property owners and roads shall be levied per the noted Maintenance Schedule of Assessment. It should be clearly understood that the amounts shown within this Schedule are only for prorating future maintenance costs for the drain and do not form part of the current cost for the work.

4. Downstream Section (Station 2+870.9 to Station 6+949.8)

When future maintenance works are performed strictly between Station 2+870.9 and Station 6+949.8 within the 7th Concession Drain, we recommend that it be maintained in the future by the Town of Kingsville. This reach of the Municipal Drain extends from the intersection of the McCain Sideroad (confluence of the Centre Branch of the No. 47 Drain) to its outlet at the road crossing culvert crossing County Road 23 (Arner Townline). The cost for these works of future maintenance shall be shared by the abutting landowner and upstream affected lands and roads, following the same proportions established within the **Future Maintenance Schedule of Assessment #3 - 7th Concession Drain – Downstream Section (Station 2+870.9 to Station 6+949.8)** included within **Appendix "D"**. This Schedule of Assessment has been developed based on an assumed cost of **\$50,000.00** and the future maintenance costs shall be levied pro-rata to the affected lands and roads that are situated adjacent to and upstream of this section of drain for which future maintenance works have been carried out. Therefore, when **\$50,000.00** worth of future maintenance work is expended on this section of the drain, the assessment to each of the individual affected property owners and roads shall be levied per the noted Maintenance Schedule of Assessment. It should be clearly understood that the amounts shown within this Schedule are only for prorating future maintenance costs for the drain and do not form part of the current cost for the work.

The attached Future Maintenance Schedules of Assessment for the 7th Concession Drain are to be utilized only for the maintenance of the open drain, together with the flushing of sediment material within any existing access and municipal roadway crossing structures in the drain. If spot maintenance is performed within the specified reach of the drain, it is recommended that only those lands adjacent and upstream of the maintenance site be assessed for any future costs. It shall be noted that these schedules shall not be utilized for any other maintenance and repair works being conducted to any of the existing access or roadway crossing structures. These existing structures are to be assessed in a different fashion, as outlined below.

7th Concession Drain - Working Corridors and Access Routes

Access routes and working corridors have been established in previous By-Laws to help facilitate the necessary drainage improvements and future maintenance of the 7th Concession Drain. The lands in which these working corridors and access routes have been established have previously been compensated for and shall remain in perpetuity for all future maintenance works on the 7th Concession Drain. Therefore, when future maintenance works are being conducted, the Contractor shall be expected to keep all future

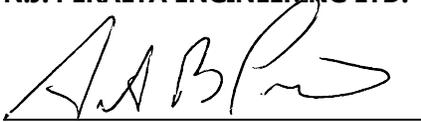
equipment and forces within the established working corridors for any future maintenance performed on the 7th Concession Drain.

Future Maintenance Summary

All of the above provisions for future maintenance of the above-listed bridge structures under this report shall remain as aforesaid until otherwise determined under the provisions of the "Drainage Act, RSO 1990, Chapter, D.17, as amended 2021".

All of which is respectfully submitted,

N.J. PERALTA ENGINEERING LTD.



Antonio B. Peralta, P.Eng.

ABP/kk



CONSTRUCTION SCHEDULE OF ASSESSMENT

2. ONTARIO LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
	Highway No. 3			38.24	15.475		Ministry of Transportation Ontario	\$ 311.00	\$ 13,589.00	\$ 13,900.00
Total on Ontario Lands.....								\$ 311.00	\$ 13,589.00	\$ 13,900.00

3. MUNICIPAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
	County Road 27 West (Cottom Sideroad)			37.36	15.120		County of Essex	\$ 595.00	\$ 10,540.00	\$ 11,135.00
	County Road 34 East (Talbot Road)			3.23	1.307		County of Essex	-	\$ 1,254.00	\$ 1,254.00
	County Road 23 (Arner Townline)			3.52	1.425		County of Essex	\$ 70.00	\$ 15.00	\$ 85.00
	South Talbot Road			13.34	5.400		Town of Kingsville	\$ 121.00	\$ 3,882.00	\$ 4,003.00
	Marsh Sideroad			5.46	2.211		Town of Kingsville	\$ 17.00	\$ 1,563.00	\$ 1,580.00
	McCain Sideroad			0.62	0.251		Town of Kingsville	\$ 12.00	\$ 197.00	\$ 209.00
	Road 7 West			4.97	2.010		Town of Kingsville	\$ 99.00	\$ 1,278.00	\$ 1,377.00
	Clark Street			1.72	0.696		Town of Kingsville	-	\$ 724.00	\$ 724.00
	Lyle Street			1.19	0.482		Town of Kingsville	-	\$ 501.00	\$ 501.00
	Francis Street			2.12	0.859		Town of Kingsville	-	\$ 892.00	\$ 892.00
	William Street			1.93	0.781		Town of Kingsville	-	\$ 810.00	\$ 810.00
	Veriena Boulevard			1.53	0.618		Town of Kingsville	-	\$ 641.00	\$ 641.00
	Dianne Street			0.76	0.306		Town of Kingsville	-	\$ 317.00	\$ 317.00
	Sara Street			0.33	0.135		Town of Kingsville	-	\$ 140.00	\$ 140.00
	Joaney Lane			1.72	0.694		Town of Kingsville	-	\$ 721.00	\$ 721.00
Total on Municipal Lands.....								\$ 914.00	\$ 23,475.00	\$ 24,389.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
2	460-00701	6	Pt. Lot 1	0.57	0.57	0.231	Richard & Donna Valenciuk	\$ 42,834.00	\$ 106.00	\$ 42,940.00
5	460-00801	6	Pt. Lot 2	1.18	1.18	0.478	John & Nancy Stitzinger	\$ 12.00	\$ 4.00	\$ 16.00
6	460-00802	6	Pt. Lot 2	1.07	1.07	0.433	Paul & Corinne Molle	\$ 11.00	\$ 4.00	\$ 15.00
8	460-00910	6	Pt. of Lot 2	0.62	0.62	0.251	Joseph & Christine Parent	\$ 6.00	\$ 3.00	\$ 9.00
9	460-00911	6	Pt. Lot 2	0.70	0.70	0.283	Mark Hall & Melissa Weldon	\$ 7.00	\$ 3.00	\$ 10.00
13	460-01210	6	Pt. Lot 4	1.00	1.00	0.405	Shelley Moody	\$ 10.00	\$ 229.00	\$ 239.00
15	460-01301	6	Pt. Lot 4	1.63	1.63	0.660	Amber Norman & Trevor Maheux	\$ 16.00	\$ 312.00	\$ 328.00
17	460-01501	6	Pt. Lot 6	0.92	0.92	0.372	Henry & Megan Lumley	\$ 9.00	\$ 143.00	\$ 152.00
19	460-01505	6	Pt. Lot 5	1.11	1.11	0.449	Arthur Brown	\$ 11.00	\$ 200.00	\$ 211.00
31	490-02000	6	Pt. Lot 8	0.40	0.40	0.162	Donna Merritt	\$ 4.00	\$ 80.00	\$ 84.00
36	500-00102	7	Pt. Lot 7	1.97	1.97	0.797	Lloyd & Catherine Ferguson	\$ -	\$ 406.00	\$ 406.00
38	500-00200	7	Pt. Lot 7	1.12	1.12	0.453	Tyler Menard & Elizabeth Jeffery	\$ 10.00	\$ 244.00	\$ 254.00
39	500-00201	7	Pt. Lot 6	0.67	0.67	0.271	Dorothy Davison	\$ 7.00	\$ 138.00	\$ 145.00
41	500-00300	7	Pt. Lot 6	1.26	1.26	0.510	Philip Keele & Quina Bartoli	\$ 13.00	\$ 248.00	\$ 261.00
44	500-00501	7	Pt. Lot 6	1.52	1.52	0.615	David & Debbie Alexander	\$ 15.00	\$ 342.00	\$ 357.00
45	500-00600	7	Pt. Lot 6	1.00	1.00	0.405	Benjamin & Kaitlyn Watson	\$ 10.00	\$ 208.00	\$ 218.00
47	500-00800	7	Pt. Lot 5	1.20	1.20	0.486	Kari Barnett	\$ 12.00	\$ 185.00	\$ 197.00
50	500-01050	7	Pt. Lot 4	1.22	1.22	0.494	Jennifer & Michael Dinchik	\$ 10.00	\$ 211.00	\$ 221.00
52	500-01150	7	Pt. Lot 3	0.47	0.47	0.190	Dawne Grado	\$ 5.00	\$ 98.00	\$ 103.00
53	500-01201	7	Pt. Lot 3	2.47	2.47	1.000	Daniel & Nina Lavin	\$ 25.00	\$ 360.00	\$ 385.00
55	500-01300	7	Pt. Lot 3	0.91	0.91	0.368	Nina Civitarese & Daniel Bouliane	\$ 9.00	\$ 169.00	\$ 178.00
57	500-01500	7	Pt. Lot 2	4.99	4.99	2.019	Douglas & Andrea Pisciotto	\$ 43.00	\$ 669.00	\$ 712.00
59	500-01610	7	Pt. Lot 2	0.57	0.57	0.231	Ruth Battersby	\$ 6.00	\$ 100.00	\$ 106.00
60	500-01700	7	Pt. Lot 2	0.34	0.34	0.138	Dale & Betty Steed	\$ 3.00	\$ 93.00	\$ 96.00
62	500-01900	7	Pt. Lot 1	1.00	1.00	0.405	Michael & Constance Mulholland	\$ -	\$ 197.00	\$ 197.00
67	500-03400	7	Pt. Lot 7	1.00	1.00	0.405	Kevin Darmon	\$ -	\$ 180.00	\$ 180.00
68	500-03500	7	Pt. Lot 7	2.30	2.30	0.931	James & Diane Ferguson	\$ -	\$ 425.00	\$ 425.00
69	560-00101	STR	Pt. Lot 269	6.73	6.73	2.724	Gary & Laurie Taveirne	\$ -	\$ 992.00	\$ 992.00
70	560-00400	STR	Pt. Lot 267	0.91	0.91	0.368	John & Diane Bachtold	\$ 9.00	\$ 143.00	\$ 152.00
74	560-00800	STR	Pt. Lot 267	0.57	0.57	0.231	Diane Bachtold & Alysa Gould	\$ 6.00	\$ 127.00	\$ 133.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
75	560-00801	STR	Pt. Lot 268	0.86	0.86	0.348	Barbara Van Grinsven	\$ 9.00	\$ 156.00	\$ 165.00
76	560-00890	STR	Pt. Lot 268	1.03	1.03	0.417	Andrea Nikita	\$ 10.00	\$ 154.00	\$ 164.00
80	560-01117	STR	Pt. Lot 269	0.21	0.21	0.085	Neil Arner	-	\$ 54.00	\$ 54.00
81	560-01119	STR	Pt. Lot 269	0.17	0.17	0.069	David Krahn	-	\$ 52.00	\$ 52.00
82	560-01121	STR	Pt. Lot 269	0.17	0.17	0.069	Terry Ramsay & Amy Wiper	-	\$ 52.00	\$ 52.00
83	560-01123	STR	Pt. Lot 269	0.20	0.20	0.081	Heidi & Paul Harnish	-	\$ 53.00	\$ 53.00
84	560-01125	STR	Pt. Lot 269	0.33	0.33	0.134	Cameron & Grace Fast	-	\$ 70.00	\$ 70.00
85	560-01127	STR	Pt. Lot 269	0.34	0.34	0.138	Antonio & Sheila Lopetrone	-	\$ 73.00	\$ 73.00
86	560-01129	STR	Pt. Lot 269	0.19	0.19	0.077	Trevor & Kari Smith	-	\$ 53.00	\$ 53.00
87	560-01131	STR	Pt. Lot 269	0.17	0.17	0.069	Steven & Mckenzee Chortos	-	\$ 52.00	\$ 52.00
88	560-01133	STR	Pt. Lot 269	0.17	0.17	0.069	Jason Clark & Amanda Middleton	-	\$ 52.00	\$ 52.00
89	560-01135	STR	Pt. Lot 269	0.21	0.21	0.085	Michael & Tina O'Connor	-	\$ 56.00	\$ 56.00
90	560-01137	STR	Pt. Lot 269	0.21	0.21	0.085	Eric & Amanda Noel	-	\$ 56.00	\$ 56.00
91	560-01200	STR	Pt. Lot 269	0.17	0.17	0.069	Wilhelm & Jessica Loewen	-	\$ 52.00	\$ 52.00
93	560-01234	STR	Pt. Lot 269	0.21	0.21	0.085	Carlos Correa & Gloria Arango	-	\$ 56.00	\$ 56.00
94	560-01236	STR	Pt. Lot 269	0.18	0.18	0.073	Benjamin & Melissa Fischer	-	\$ 55.00	\$ 55.00
95	560-01238	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Sharon Birch	-	\$ 52.00	\$ 52.00
96	560-01240	STR	Pt. Lot 269	0.28	0.28	0.113	Alexander & Jamesina Keeney	-	\$ 75.00	\$ 75.00
97	560-01242	STR	Pt. Lot 269	0.26	0.26	0.105	David & Toni Curtis	-	\$ 65.00	\$ 65.00
98	560-01244	STR	Pt. Lot 269	0.31	0.31	0.125	Nancy Garraway & John Etue	-	\$ 68.00	\$ 68.00
99	560-01246	STR	Pt. Lot 269	0.16	0.16	0.065	Al Langstaff	-	\$ 49.00	\$ 49.00
100	560-01248	STR	Pt. Lot 269	0.17	0.17	0.069	Maninder Brar & Prabhjeet Kaur	-	\$ 52.00	\$ 52.00
101	560-01249	STR	Pt. Lot 269	0.21	0.21	0.085	Virginia Deman & The Canada Trust Company	-	\$ 56.00	\$ 56.00
102	560-01252	STR	Pt. Lot 269	0.18	0.18	0.073	Connie Bliton	-	\$ 55.00	\$ 55.00
103	560-01254	STR	Pt. Lot 269	0.17	0.17	0.069	Michael & Rita Beaulé	-	\$ 52.00	\$ 52.00
104	560-01256	STR	Pt. Lot 269	0.17	0.17	0.069	Keith Cullin	-	\$ 52.00	\$ 52.00
105	560-01258	STR	Pt. Lot 269	0.22	0.22	0.089	Brian Mitchell & Jane Harley	-	\$ 67.00	\$ 67.00
106	560-01260	STR	Pt. Lot 269	0.26	0.26	0.105	Mario & Sonia Mendes	-	\$ 65.00	\$ 65.00
107	560-01262	STR	Pt. Lot 269	0.28	0.28	0.113	Fredy & Corin Menjivar	-	\$ 76.00	\$ 76.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
108	560-01264	STR	Pt. Lot 269	0.22	0.22	0.089	Douglas Dalpe	\$ -	\$ 67.00	\$ 67.00
109	560-01266	STR	Pt. Lot 269	0.17	0.17	0.069	Santino Viselli & Megan Manchester	\$ -	\$ 52.00	\$ 52.00
110	560-01268	STR	Pt. Lot 269	0.17	0.17	0.069	Irene Stewart	\$ -	\$ 52.00	\$ 52.00
111	560-01270	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Lindsay Jatonna	\$ -	\$ 55.00	\$ 55.00
112	560-01310	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher South & Maegan Ferranti	\$ -	\$ 52.00	\$ 52.00
113	560-01312	STR	Pt. Lot 269	0.17	0.17	0.069	Justin & Sarah Snelgrove	\$ -	\$ 52.00	\$ 52.00
114	560-01314	STR	Pt. Lot 269	0.20	0.20	0.081	Crystal Hudon & Michael Bondy	\$ -	\$ 54.00	\$ 54.00
115	560-01316	STR	Pt. Lot 269	0.22	0.22	0.089	Tyler & Patricia Driedger	\$ -	\$ 56.00	\$ 56.00
116	560-01318	STR	Pt. Lot 269	0.15	0.15	0.061	Edward & Brenda Ryall	\$ -	\$ 73.00	\$ 73.00
117	560-01320	STR	Pt. Lot 269	0.16	0.16	0.065	James & Nicole Bradley	\$ -	\$ 49.00	\$ 49.00
118	560-01322	STR	Pt. Lot 269	0.21	0.21	0.085	Kevin Anderson & Michele Lowe	\$ -	\$ 54.00	\$ 54.00
119	560-01324	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Desramaux & Megan Watson	\$ -	\$ 54.00	\$ 54.00
120	560-01326	STR	Pt. Lot 269	0.20	0.20	0.081	Bker & Zelia Abdulkader	\$ -	\$ 54.00	\$ 54.00
121	560-01328	STR	Pt. Lot 269	0.19	0.19	0.077	Peter Millar & Jaclyn Garant	\$ -	\$ 52.00	\$ 52.00
122	560-01330	STR	Pt. Lot 269	0.12	0.12	0.049	Cottam Solar Limited	\$ -	\$ 33.00	\$ 33.00
123	560-01334	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 52.00	\$ 52.00
124	560-01336	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 58.00	\$ 58.00
125	560-01338	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 58.00	\$ 58.00
126	560-01340	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 52.00	\$ 52.00
127	560-01342	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 50.00	\$ 50.00
128	560-01343	STR	Pt. Lot 269	0.06	0.06	0.024	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
129	560-01344	STR	Pt. Lot 269	0.22	0.22	0.089	Cottam Solar Limited	\$ -	\$ 60.00	\$ 60.00
130	560-01345	STR	Pt. Lot 269	0.30	0.30	0.121	Cottam Solar Limited	\$ -	\$ 83.00	\$ 83.00
131	560-01346	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 52.00	\$ 52.00
132	560-01348	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 58.00	\$ 58.00
133	560-01350	STR	Pt. Lot 269	0.31	0.31	0.125	Cottam Solar Limited	\$ -	\$ 85.00	\$ 85.00
134	560-01352	STR	Pt. Lot 269	0.34	0.34	0.138	Cottam Solar Limited	\$ -	\$ 93.00	\$ 93.00
135	560-01354	STR	Pt. Lot 269	0.27	0.27	0.109	Cottam Solar Limited	\$ -	\$ 75.00	\$ 75.00
136	560-01356	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 58.00	\$ 58.00
137	560-01358	STR	Pt. Lot 269	0.25	0.25	0.101	Cottam Solar Limited	\$ -	\$ 68.00	\$ 68.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
138	560-01360	STR	Pt. Lot 269	0.20	0.20	0.081	Cottam Solar Limited	\$ -	\$ 55.00	\$ 55.00
139	560-01362	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 50.00	\$ 50.00
140	560-01364	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 50.00	\$ 50.00
141	560-01366	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 50.00	\$ 50.00
142	560-01368	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 52.00	\$ 52.00
143	560-01370	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 52.00	\$ 52.00
144	560-01372	STR	Pt. Lot 269	0.20	0.20	0.081	Christian Fairey & Hailee Mathies	\$ -	\$ 54.00	\$ 54.00
145	560-01374	STR	Pt. Lot 269	0.18	0.18	0.073	Mary Chapman & Wayne Roy	\$ -	\$ 55.00	\$ 55.00
146	560-01376	STR	Pt. Lot 269	0.18	0.18	0.073	Amy & Robert Purdy	\$ -	\$ 55.00	\$ 55.00
147	560-01378	STR	Pt. Lot 269	0.18	0.18	0.073	Anthony & Sarah Querin	\$ -	\$ 55.00	\$ 55.00
148	560-01380	STR	Pt. Lot 269	0.18	0.18	0.073	Norman Davison & Stephen Laurie	\$ -	\$ 55.00	\$ 55.00
149	560-01382	STR	Pt. Lot 269	0.20	0.20	0.081	Danielle Oles	\$ -	\$ 54.00	\$ 54.00
150	560-02390	STR	Pt. Lot 269	0.17	0.17	0.069	Randy & Lori Duhig	\$ -	\$ 52.00	\$ 52.00
151	560-02400	STR	Pt. Lot 269	0.17	0.17	0.069	Allan & Laura Gagne	\$ -	\$ 52.00	\$ 52.00
152	560-02401	M100	Lot 25	0.34	0.34	0.138	Curtis Bishop	\$ -	\$ 73.00	\$ 73.00
153	560-02402	M100	Lot 24	0.30	0.30	0.121	Wanda Hayes	\$ -	\$ 65.00	\$ 65.00
154	560-02403	M100	Lot 23	0.28	0.28	0.113	Ivan Dets	\$ -	\$ 76.00	\$ 76.00
155	560-02404	M100	Lot 22	0.24	0.24	0.097	Ronald & Debra Mitchell	\$ -	\$ 48.00	\$ 48.00
156	560-02405	M100	Lot 21	0.17	0.17	0.069	Daniel Stanley	\$ -	\$ 52.00	\$ 52.00
157	560-02406	M100	Lot 20	0.19	0.19	0.077	Francesco Incitti & Sofia Montgomery	\$ -	\$ 52.00	\$ 52.00
158	560-02407	M100	Lot 19	0.18	0.18	0.073	John & Krista Armaly	\$ -	\$ 55.00	\$ 55.00
159	560-02408	M100	Lot 18	0.18	0.18	0.073	Shelley Schraeder	\$ -	\$ 55.00	\$ 55.00
160	560-02409	M100	Lot 17	0.17	0.17	0.069	Daniel & Twyla St.Louis	\$ -	\$ 52.00	\$ 52.00
161	560-02410	M100	Lot 16	0.17	0.17	0.069	Florin Serbanescu	\$ -	\$ 52.00	\$ 52.00
162	560-02411	M100	Lot 15	0.17	0.17	0.069	James & Cheryl Sagaert	\$ -	\$ 52.00	\$ 52.00
163	560-02412	M100	Lot 28	0.22	0.22	0.089	Neil & Barbara Banman	\$ -	\$ 56.00	\$ 56.00
164	560-02413	M100	Lot 29	0.22	0.22	0.089	Joseph & Susan Schembri	\$ -	\$ 56.00	\$ 56.00
165	560-02416	M100	Lot 32	0.18	0.18	0.073	Ian & Janet Williams	\$ -	\$ 55.00	\$ 55.00
166	560-02417	M100	Lot 33	0.18	0.18	0.073	Anthony Esposito	\$ -	\$ 55.00	\$ 55.00
167	560-02418	M100	Lot 34	0.18	0.18	0.073	Richard & Brenda Summerfield	\$ -	\$ 55.00	\$ 55.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
168	560-02419	M100	Lot 35	0.18	0.18	0.073	Mary Squance	\$ -	\$ 55.00	\$ 55.00
169	560-02420	M100	Lot 36	0.18	0.18	0.073	Carol Montello	\$ -	\$ 55.00	\$ 55.00
170	560-02421	M100	Lot 37	0.18	0.18	0.073	James & Ginger Bogdon	\$ -	\$ 55.00	\$ 55.00
171	560-02422	M100	Lot 38	0.18	0.18	0.073	John & Bonnie Marr	\$ -	\$ 55.00	\$ 55.00
172	560-02423	M100	Lot 14	0.19	0.19	0.077	Johan & Sarah Wiebe	\$ -	\$ 52.00	\$ 52.00
173	560-02424	M100	Lot 13	0.17	0.17	0.069	Joseph Foley & Volha Baranova	\$ -	\$ 52.00	\$ 52.00
174	560-02425	M100	Lot 12	0.17	0.17	0.069	Rojina & Ruth Veeresar	\$ -	\$ 52.00	\$ 52.00
175	560-02426	M100	Lot 11	0.17	0.17	0.069	David & Karen Middleton	\$ -	\$ 52.00	\$ 52.00
176	560-02427	M100	Lot 10	0.17	0.17	0.069	Timothy & Jennine Meloche	\$ -	\$ 52.00	\$ 52.00
177	560-02428	M100	Lot 9	0.17	0.17	0.069	Jason & Sherri Dutot	\$ -	\$ 52.00	\$ 52.00
178	560-02429	M100	Lot 8	0.19	0.19	0.077	Ralph & Veronica Devries	\$ -	\$ 52.00	\$ 52.00
179	560-02430	M100	Lot 7	0.17	0.17	0.069	Donald & Mary Bryant	\$ -	\$ 52.00	\$ 52.00
180	560-02431	M100	Lot 6	0.20	0.20	0.081	David Pereira & Kathleen Dennison	\$ -	\$ 54.00	\$ 54.00
181	560-02432	M100	Lot 5	0.18	0.18	0.073	Becky & Corey Coussens	\$ -	\$ 55.00	\$ 55.00
182	560-02433	M100	Lot 4	0.18	0.18	0.073	Shannon Dalgleish & Robert Scott	\$ -	\$ 55.00	\$ 55.00
183	560-02434	M100	Lot 3	0.18	0.18	0.073	Timothy & Sherry Rudge	\$ -	\$ 55.00	\$ 55.00
184	560-02435	M100	Lot 2	0.21	0.21	0.085	Cornelio & Anna Fehr	\$ -	\$ 54.00	\$ 54.00
185	560-02436	STR	Pt. Lot 269	0.21	0.21	0.085	Jake Fehr	\$ -	\$ 54.00	\$ 54.00
186	560-02437	STR	Pt. Lot 269	0.17	0.17	0.069	David Barwick & Angela Mulcaster-Boer	\$ -	\$ 52.00	\$ 52.00
187	560-02438	STR	Pt. Lot 269	0.17	0.17	0.069	Steven Moon & Gail Donais	\$ -	\$ 52.00	\$ 52.00
188	560-02439	STR	Pt. Lot 269	0.17	0.17	0.069	Gerald & Tammy Poirier	\$ -	\$ 52.00	\$ 52.00
189	560-02440	STR	Pt. Lot 269	0.17	0.17	0.069	Jeffrey & Amanda Ferreira	\$ -	\$ 52.00	\$ 52.00
190	560-02441	STR	Pt. Lot 269	0.21	0.21	0.085	Steven & Cynthia Ghikadis	\$ -	\$ 54.00	\$ 54.00
191	560-02442	STR	Pt. Lot 269	0.20	0.20	0.081	William & Sarah Smith	\$ -	\$ 54.00	\$ 54.00
192	560-02443	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Shannon Belleau	\$ -	\$ 52.00	\$ 52.00
193	560-02444	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Shelby Wilkins	\$ -	\$ 52.00	\$ 52.00
194	560-02445	STR	Pt. Lot 269	0.19	0.19	0.077	Chad Gray	\$ -	\$ 52.00	\$ 52.00
195	560-02446	STR	Pt. Lot 269	0.19	0.19	0.077	Gary & Patricia Bain	\$ -	\$ 52.00	\$ 52.00
196	560-02447	STR	Pt. Lot 269	0.19	0.19	0.077	Herbert Bernhardt & Kathleen Sauter	\$ -	\$ 52.00	\$ 52.00
197	560-02448	STR	Pt. Lot 269	0.19	0.19	0.077	Douglas & Ann Sabga	\$ -	\$ 52.00	\$ 52.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
198	560-02449	STR	Pt. Lot 269	0.19	0.19	0.077	Jacob Hildebrandt & Helen Boldt	\$ -	\$ 52.00	\$ 52.00
199	560-02450	STR	Pt. Lot 269	0.19	0.19	0.077	David & Sabrina Green	\$ -	\$ 52.00	\$ 52.00
200	560-02451	STR	Pt. Lot 269	0.20	0.20	0.081	Kyle Sayers	\$ -	\$ 54.00	\$ 54.00
201	560-02452	STR	Pt. Lot 269	0.21	0.21	0.085	Gregory Anger & Samantha Tofflemire	\$ -	\$ 54.00	\$ 54.00
202	560-02453	STR	Pt. Lot 269	0.21	0.21	0.085	Wayne & Ellen Hyland	\$ -	\$ 54.00	\$ 54.00
203	560-02454	STR	Pt. Lot 269	0.20	0.20	0.081	Charles & Jennifer Tilden	\$ -	\$ 54.00	\$ 54.00
204	560-02455	STR	Pt. Lot 269	0.20	0.20	0.081	Faye St. Pierre	\$ -	\$ 54.00	\$ 54.00
205	560-02456	STR	Pt. Lot 269	0.20	0.20	0.081	Dave & Sue Maedel	\$ -	\$ 54.00	\$ 54.00
206	560-02457	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Mercer & Luwana Mealing-Mercer	\$ -	\$ 54.00	\$ 54.00
207	560-02458	STR	Pt. Lot 269	0.20	0.20	0.081	Robert & Laura Kapetanov	\$ -	\$ 54.00	\$ 54.00
208	560-02459	STR	Pt. Lot 269	0.20	0.20	0.081	Ismael Oozeer & Bodeha Booze-Oozeer	\$ -	\$ 54.00	\$ 54.00
209	560-02460	STR	Pt. Lot 269	0.24	0.24	0.097	Patrick & Debra Brophy	\$ -	\$ 48.00	\$ 48.00
210	560-02461	STR	Pt. Lot 269	0.34	0.34	0.138	Harry & Bonnie Terzopoulos	\$ -	\$ 73.00	\$ 73.00
211	560-02462	STR	Pt. Lot 269	0.18	0.18	0.073	Dean & Sandra Pearson	\$ -	\$ 55.00	\$ 55.00
212	560-02463	STR	Pt. Lot 269	0.23	0.23	0.093	Keith & Elizabeth Cornell	\$ -	\$ 46.00	\$ 46.00
213	560-02464	STR	Pt. Lot 269	0.17	0.17	0.069	Joshua & Michelle Weeks	\$ -	\$ 52.00	\$ 52.00
214	560-02465	STR	Pt. Lot 269	0.17	0.17	0.069	Victoria Davison & John Hunter	\$ -	\$ 52.00	\$ 52.00
215	560-02466	STR	Pt. Lot 269	0.20	0.20	0.081	Shawn & Angie Couvillon	\$ -	\$ 54.00	\$ 54.00
216	560-02467	STR	Pt. Lot 269	0.24	0.24	0.097	Donald & Kailyn Neal	\$ -	\$ 48.00	\$ 48.00
217	560-02468	STR	Pt. Lot 269	0.24	0.24	0.097	Michael Richmond & Andrea Balkwill	\$ -	\$ 48.00	\$ 48.00
218	560-02469	STR	Pt. Lot 269	0.24	0.24	0.097	Dwane & Suzanne Osborne	\$ -	\$ 48.00	\$ 48.00
219	560-02470	STR	Pt. Lot 269	0.17	0.17	0.069	Brian Cinat & Karlea Beresh	\$ -	\$ 52.00	\$ 52.00
220	560-02471	STR	Pt. Lot 269	0.18	0.18	0.073	Glenn & Karen Quinlan	\$ -	\$ 55.00	\$ 55.00
221	560-02472	STR	Pt. Lot 269	0.18	0.18	0.073	Florence Rivest	\$ -	\$ 55.00	\$ 55.00
222	560-02473	STR	Pt. Lot 269	0.19	0.19	0.077	Dina Pantoja & Oscar Molina	\$ -	\$ 52.00	\$ 52.00
223	560-02474	STR	Pt. Lot 269	0.19	0.19	0.077	August & Lorrie Hoekstra	\$ -	\$ 52.00	\$ 52.00
224	560-02475	STR	Pt. Lot 269	0.19	0.19	0.077	Dennis & Catherine Dugdale	\$ -	\$ 52.00	\$ 52.00
225	560-02476	STR	Pt. Lot 269	0.19	0.19	0.077	Karen Allen	\$ -	\$ 52.00	\$ 52.00
226	560-02477	STR	Pt. Lot 269	0.19	0.19	0.077	Timothy Kelly & Shannon Dubai-Kelly	\$ -	\$ 52.00	\$ 52.00
227	560-02478	STR	Pt. Lot 269	0.19	0.19	0.077	Brandon Sonoski & Shania Taylor	\$ -	\$ 52.00	\$ 52.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
228	560-02479	STR	Pt. Lot 269	0.19	0.19	0.077	Jason & Andrea Powell	\$ -	\$ 52.00	\$ 52.00
229	560-02480	STR	Pt. Lot 269	0.19	0.19	0.077	Tarcisio & Mary-Jo Morassut	\$ -	\$ 52.00	\$ 52.00
230	560-02481	STR	Pt. Lot 269	0.19	0.19	0.077	Salvatore Peralta & Carlee Fleming	\$ -	\$ 52.00	\$ 52.00
231	560-02482	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Annette Gabriele	\$ -	\$ 52.00	\$ 52.00
232	560-02483	STR	Pt. Lot 269	0.25	0.25	0.101	Linda Fick & Nancy Kujawski	\$ -	\$ 50.00	\$ 50.00
233	560-02484	STR	Pt. Lot 269	0.22	0.22	0.089	Denis Sterling	\$ -	\$ 56.00	\$ 56.00
234	560-02485	STR	Pt. Lot 269	0.20	0.20	0.081	Jacob & Helena Froese	\$ -	\$ 54.00	\$ 54.00
235	560-02486	STR	Pt. Lot 269	0.20	0.20	0.081	Steven & Diane Doyle	\$ -	\$ 54.00	\$ 54.00
236	560-02487	STR	Pt. Lot 269	0.20	0.20	0.081	Derek & Diane Cameron	\$ -	\$ 54.00	\$ 54.00
237	560-02488	STR	Pt. Lot 269	0.18	0.18	0.073	Cindy Mills	\$ -	\$ 55.00	\$ 55.00
238	560-02489	STR	Pt. Lot 269	0.18	0.18	0.073	Mark & Tammy Clifford	\$ -	\$ 55.00	\$ 55.00
239	560-02490	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Helga Bondy	\$ -	\$ 55.00	\$ 55.00
240	560-02491	STR	Pt. Lot 269	0.18	0.18	0.073	Richard Ferrato	\$ -	\$ 55.00	\$ 55.00
241	560-02492	STR	Pt. Lot 269	0.20	0.20	0.081	Randy & Tracey Baillargeon	\$ -	\$ 54.00	\$ 54.00
242	560-02493	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Julie Wilson	\$ -	\$ 52.00	\$ 52.00
243	560-02494	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Melissa Langis	\$ -	\$ 52.00	\$ 52.00
244	560-02495	STR	Pt. Lot 269	0.19	0.19	0.077	David & Irene Doody	\$ -	\$ 52.00	\$ 52.00
245	560-02496	STR	Pt. Lot 269	0.19	0.19	0.077	William & Natalie Simon	\$ -	\$ 52.00	\$ 52.00
246	560-02497	STR	Pt. Lot 269	0.22	0.22	0.089	Craig & Jennifer Newman	\$ -	\$ 56.00	\$ 56.00
247	560-02498	STR	Pt. Lot 269	0.29	0.29	0.117	Lizabeth Matte	\$ -	\$ 78.00	\$ 78.00
248	560-02499	STR	Pt. Lot 269	0.17	0.17	0.069	Richard Dunn	\$ -	\$ 52.00	\$ 52.00
249	560-02500	M100	Lot 1	0.36	0.36	0.146	William & Cheryl Carmichael	\$ -	\$ 82.00	\$ 82.00
250	560-02501	STR	Pt. Lot 269	0.19	0.19	0.077	Derek & Kristen Freeman	\$ -	\$ 52.00	\$ 52.00
251	560-02503	STR	Pt. Lot 269	0.17	0.17	0.069	Dean & Patricia Dame	\$ -	\$ 52.00	\$ 52.00
252	560-02504	STR	Pt. Lot 269	0.17	0.17	0.069	Arthur Delaney	\$ -	\$ 52.00	\$ 52.00
253	560-02505	STR	Pt. Lot 269	0.17	0.17	0.069	Ted & Carleen Hunter	\$ -	\$ 52.00	\$ 52.00
254	560-02506	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Lynn Higgins	\$ -	\$ 52.00	\$ 52.00
255	560-02507	STR	Pt. Lot 269	0.17	0.17	0.069	Coreen Sykes & Paul Epp	\$ -	\$ 52.00	\$ 52.00
256	560-02508	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher & Mallory Branov	\$ -	\$ 52.00	\$ 52.00
257	560-02509	STR	Pt. Lot 269	0.17	0.17	0.069	Andy & Christine Faraci	\$ -	\$ 52.00	\$ 52.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
258	560-02510	STR	Pt. Lot 269	0.17	0.17	0.069	Margaret Mccord	\$ -	\$ 52.00	\$ 52.00
259	560-02511	STR	Pt. Lot 269	0.17	0.17	0.069	Erin Livingston	\$ -	\$ 52.00	\$ 52.00
260	560-02512	STR	Pt. Lot 269	0.17	0.17	0.069	Ronan & Melanie Oliver	\$ -	\$ 52.00	\$ 52.00
261	560-02513	STR	Pt. Lot 269	0.17	0.17	0.069	John & Carol Quinn	\$ -	\$ 52.00	\$ 52.00
262	560-02600	TRS	Pt. Lot 269	0.49	0.49	0.198	Ricky & Brenda Garant	\$ -	\$ 95.00	\$ 95.00
263	560-02601	STR	Pt. Lot 269	0.35	0.35	0.142	Kenneth & Rosemary Roadhouse	\$ -	\$ 79.00	\$ 79.00
264	560-02620	STR	Pt. Lot 269	0.39	0.39	0.158	Maria Klaas	\$ -	\$ 56.00	\$ 56.00
266	560-02660	STR	Pt. Lot 269	2.07	2.07	0.838	Town of Kingsville	\$ -	\$ 290.00	\$ 290.00
267	560-02700	STR	Pt. Lot 269	0.64	0.64	0.259	Gary & Maria Klaas	\$ -	\$ 108.00	\$ 108.00
269	560-02900	TRS	Pt. Lot 269	0.54	0.54	0.219	David Parise & Ryan McLeod	\$ -	\$ 141.00	\$ 141.00
270	560-02901	STR	Pt. Lot 268	0.46	0.46	0.186	Essex County Community Living	\$ -	\$ 112.00	\$ 112.00
271	560-02902	STR	Pt. Lot 268	0.46	0.46	0.186	John & Michelle Ivanisko	\$ -	\$ 112.00	\$ 112.00
273	560-03001	STR	Pt. Lot 268	0.83	0.83	0.336	Dennis Mostoway & Dawn Reaume	\$ -	\$ 162.00	\$ 162.00
274	560-03100	STR	Pt. Lot 268	1.00	1.00	0.405	Mark Voligny & Michelle Winger	\$ -	\$ 191.00	\$ 191.00
275	560-03101	STR	Pt. Lot 268	0.69	0.69	0.279	Preston Harris & Germaine Gould	\$ -	\$ 170.00	\$ 170.00
277	560-03300	STR	Pt. Lot 268	1.89	1.89	0.765	Beverley & Kristine Iles	\$ -	\$ 293.00	\$ 293.00
278	560-03350	STR	Pt. Lot 268	0.46	0.46	0.186	Pedro & Aganetha Dyck	\$ -	\$ 90.00	\$ 90.00
282	560-03520	STR	Lot 268	1.24	1.24	0.502	Nicholas & Erin Hayes	\$ -	\$ 197.00	\$ 197.00
285	560-03800	STR	Pt. Lot 267	0.48	0.48	0.194	Peter & Elizabeth Peters	\$ -	\$ 101.00	\$ 101.00
286	560-03900	TRS	Pt. Lot 267	0.42	0.42	0.170	Cody Haynes	\$ -	\$ 89.00	\$ 89.00
288	560-04100	STR	Pt. Lot 267	0.75	0.75	0.304	Rita & Ralph Wigle	\$ -	\$ 120.00	\$ 120.00
Total on Privately Owned - Non-Agricultural Lands.....								\$ 43,122.00	\$ 19,312.00	\$ 62,434.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
1	460-00700	6	Pt. Lot 1	50.00	25.00	10.117	Andre & Colette Cazabon	\$ 38.00	\$ 18.00	\$ 56.00
3	460-00702	6	Pt. Lot 1	49.03	49.03	19.842	Richard & Donna Valenciuk	\$ 42,971.00	\$ 1,582.00	\$ 44,553.00
4	460-00800	6	Pt. Lot 2	47.29	32.29	13.068	Burstyn Farms Ltd.	\$ 44.00	\$ 20.00	\$ 64.00
7	460-00900	6	Pt. Lot 2	48.20	33.20	13.436	Matthew Hyland	\$ 49.00	\$ 21.00	\$ 70.00
10	460-01000	6	Pt. Lot 3	99.54	14.54	5.884	Stephen Ferguson	\$ 51.00	\$ 1,103.00	\$ 1,154.00
12	460-01200	6	Pt. Lot 4	49.60	20.10	8.134	Joslyne Rizza	\$ 51.00	\$ 1,254.00	\$ 1,305.00
14	460-01300	6	Pt. Lot 4	97.91	17.91	7.248	Lawrence & Joseph Miehls	\$ 47.00	\$ 1,122.00	\$ 1,169.00
16	460-01400	6	Pt. Lot 5	99.55	19.95	8.074	Ronald & Karen Kendrick	\$ 54.00	\$ 1,252.00	\$ 1,306.00
18	460-01504	6	Pt. Lot 5	49.47	8.94	3.618	Edward Ross	\$ 22.00	\$ 519.00	\$ 541.00
20	460-01511	6	Pt. Lot 5	50.58	10.05	4.067	Edward Ross	\$ 27.00	\$ 633.00	\$ 660.00
21	460-01600	6	Pt. Lot 6	98.53	18.53	7.499	Davin & Nicole Kendrick	\$ 50.00	\$ 1,365.00	\$ 1,415.00
22	460-01700	6	Pt. Lot 6	49.08	20.00	8.094	Henry Renaud	\$ 55.00	\$ 1,356.00	\$ 1,411.00
23	490-00800	6	Pt. Lots 8 & 9	200.00	102.00	41.279	Milton Hillier	\$ 123.00	\$ 6,059.00	\$ 6,182.00
24	490-01300	7	Pt. Lot 8	50.00	50.00	20.235	James Ferguson	\$ 127.00	\$ 3,099.00	\$ 3,226.00
25	490-01400	7	Pt. Lot 8	40.00	40.00	16.188	James & Diane Ferguson	\$ -	\$ 2,786.00	\$ 2,786.00
26	490-01500	7	Pt. Lot 8	62.59	41.00	16.592	Brent & Michelle Ramsay	\$ -	\$ 2,729.00	\$ 2,729.00
27	490-01700	7	Pt. Lot 9	54.69	54.69	22.133	Donna & Steven Merritt	\$ 18.00	\$ 3,390.00	\$ 3,408.00
28	490-01800	7	Pt. Lots 9 and 10	59.71	59.71	24.164	Donna & Steven Merritt	\$ 157.00	\$ 3,716.00	\$ 3,873.00
29	490-01900	6	Pt. Lot 7	97.51	14.00	5.666	Neil & Sharla Ferguson	\$ 58.00	\$ 1,020.00	\$ 1,078.00
32	490-02100	6	Pt. Lot 8	66.70	34.70	14.043	Dorothy & Laurence Merritt	\$ 48.00	\$ 2,402.00	\$ 2,450.00
33	490-02200	6	Pt. Lot 8	1.37	1.37	0.554	Laurence & Dorothy Merritt	\$ 6.00	\$ 302.00	\$ 308.00
34	490-02300	6	Lot 9 & Pt. Lot 10	103.25	66.25	26.811	Stevan Barisic	\$ 90.00	\$ 4,135.00	\$ 4,225.00
35	500-00101	7	Pt. Lot 7	44.73	44.73	18.102	Cottam Radiator Ltd. & James Ferguson	\$ 63.00	\$ 2,858.00	\$ 2,921.00
37	500-00150	7	Pt. Lot 7	50.59	25.50	10.320	James & Jeannette Sylvestre	\$ 31.00	\$ 1,614.00	\$ 1,645.00
40	500-00250	7	Pt. Lot 7	50.25	24.38	9.866	James Sylvestre	\$ 27.00	\$ 1,557.00	\$ 1,584.00
42	500-00400	7	Pt. Lot 6	71.55	50.00	20.235	David & Debbie Alexander	\$ 36.00	\$ 3,154.00	\$ 3,190.00
43	500-00500	7	Pt. Lot 6	88.47	88.47	35.803	David & Jason Alexander	\$ 65.00	\$ 5,833.00	\$ 5,898.00
46	500-00700	7	Pt. Lot 5	48.70	48.70	19.709	Richard & Phylliss Barnett	\$ 51.00	\$ 3,300.00	\$ 3,351.00
48	500-00900	7	Pt. Lot 5	25.00	25.00	10.117	Michael & Patricia Hamlin	\$ 62.00	\$ 2,299.00	\$ 2,361.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable): *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
49	500-01000	7	Pt. Lot 4	120.49	86.00	34.804	Robert & Jerry Vriesacker	\$ 120.00	\$ 5,137.00	\$ 5,257.00
51	500-01100	7	Pt. Lot 3	50.00	50.00	20.235	Brian & Dorene Lester	\$ 61.00	\$ 2,514.00	\$ 2,575.00
54	500-01202	7	Pt. Lot 3	46.85	46.85	18.960	Karen & Adam Schmitchen	\$ 44.00	\$ 2,923.00	\$ 2,967.00
56	500-01400	7	Pt. Lot 2	45.00	45.00	18.211	Bradley & Ruth Salter	\$ 41.00	\$ 2,874.00	\$ 2,915.00
58	500-01600	7	Pt. Lot 2	24.18	24.18	9.786	Sharon & Eric Mulcaster	\$ 27.00	\$ 1,513.00	\$ 1,540.00
61	500-01800	7	Pt. Lots 1 & 2	48.00	42.00	16.997	Todd Gee & Kelly Dunn	\$ 60.00	\$ 2,661.00	\$ 2,721.00
63	500-02900	7	Pt. Lot 5	74.48	56.50	22.865	Robert & David Alexander	\$ -	\$ 3,532.00	\$ 3,532.00
64	500-03000	7	Pt. Lot 5	47.93	28.17	11.400	Donald & Cora Bertram	\$ -	\$ 1,765.00	\$ 1,765.00
65	500-03100	7	Pt. Lot 6	34.50	11.00	4.452	Jason & Laura Alexander	\$ -	\$ 691.00	\$ 691.00
66	500-03300	7	Pt. Lot 7	48.98	30.00	12.141	Steckle Farms Limited	\$ -	\$ 1,902.00	\$ 1,902.00
71	560-00500	STR	Pt. Lot 267	64.76	34.76	14.067	John & David Bachtold	\$ 43.00	\$ 2,367.00	\$ 2,410.00
72	560-00600	STR	Pt. Lot 267	25.10	25.10	10.158	Larry & Tammy Meloche	\$ 32.00	\$ 1,737.00	\$ 1,769.00
73	560-00700	STR	Pt. Lot 267	24.50	24.50	9.915	John & David Bachtold	\$ 28.00	\$ 1,534.00	\$ 1,562.00
77	560-00900	STR	Pt. Lot 268	50.00	50.00	20.235	Chevalier Farms & Elevator Ltd.	\$ 66.00	\$ 2,893.00	\$ 2,959.00
124	560-01000	STR	Pt. Lot 269	90.07	90.07	36.451	Richard & Sharon Kendrick	\$ 19.00	\$ 5,500.00	\$ 5,519.00
178	560-01002	STR	Pt. Lot 269	6.98	6.98	2.825	Richard & Sharon Kendrick	\$ -	\$ 434.00	\$ 434.00
268	560-02800	STR	Pt. Lot 269	11.13	11.13	4.504	Jacob & Yola Pretti	\$ -	\$ 954.00	\$ 954.00
276	560-03200	STR	Pt. Lot 268	45.31	45.31	18.337	Margery Macgregor	\$ -	\$ 2,830.00	\$ 2,830.00
280	560-03420	STR	Pt. Lot 268	22.23	22.23	8.996	Leo Hayes	\$ -	\$ 1,391.00	\$ 1,391.00
281	560-03500	STR	Pt. Lot 268	71.89	71.89	29.093	Charles & Craig Chevalier	\$ 53.00	\$ 4,117.00	\$ 4,170.00
284	560-03700	TRS	Pt. Lot 267	25.00	25.00	10.117	George Newman	\$ -	\$ 2,614.00	\$ 2,614.00
287	560-04000	STR	Pt. Lot 267	18.50	18.50	7.487	Gerald & Iris Pillon	\$ -	\$ 1,182.00	\$ 1,182.00
289	560-04200	STR	Pt. Lot 267	24.24	24.24	9.810	Milka Jezdic	\$ -	\$ 1,570.00	\$ 1,570.00

Total on Privately Owned - Agricultural Lands (grantable)..... \$ 45,015.00 \$ 115,133.00 \$ 160,148.00

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

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
11	460-01100	6	Pt. Lot 3	99.54	14.54	5.884	Marian Maslin	\$ 51.00	\$ 904.00	\$ 955.00
265	560-02653	STR	Pt. Lot 269	24.25	24.25	9.814	1575742 Ontario Ltd.	\$ -	\$ 953.00	\$ 953.00
272	560-03000	STR	Pt. Lot 268	10.01	10.01	4.051	Justin Ireland & Jamie Meunier	\$ -	\$ 671.00	\$ 671.00
279	560-03400	STR	Pt. Lot 268	3.38	3.38	1.368	Leo Hayes	\$ -	\$ 276.00	\$ 276.00
283	560-03600	STR	Pt. Lot 268	7.25	7.25	2.934	Daniel & Jenny Nantais	\$ -	\$ 428.00	\$ 428.00
Total on Privately Owned - Agricultural Lands (non-grantable).....								\$ 51.00	\$ 3,232.00	\$ 3,283.00
TOTAL ASSESSMENT					2179.42	881.998		\$ 89,413.00	\$ 174,741.00	\$ 264,154.00

1 Hectare = 2.471 Acres

SPECIFICATIONS

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TABLE OF CONTENTS

I.	General Scope Of Work.....	2
II.	ERCA And DFO Considerations	3
III.	MECP Considerations.....	4
IV.	Water Control and Dewatering Plan.....	4
V.	Access To Work and Traffic Control.....	5
VI.	Removal of Brush, Trees and Rubbish	6
VII.	Utilities.....	6
VIII.	Fencing	7
IX.	Benchmarks.....	7
X.	Excavating Removals and Disposal	7
XI.	Details of Bridge Work	8
XII.	Galvanized Steel Multi-Plate Arch Pipe Installation.....	10
XIII.	Concrete Box Culvert Installation	11
XIV.	Bridge Construction	13
XV.	Precast Interlocking Concrete Block Headwalls	14
XVI.	Sloped Quarried Limestone Erosion Protection	15
XVII.	Ancillary Work.....	16
XVIII.	Topsoil, Seed and Mulch	16

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PROJECT **7th Concession Drain**
Replacement Bridge for Richard & Donna Valenciuk,
(460-00701 & 460-00702),
Part of Lot 1, Concession 6
(Geographic Township of Gosfield North
Town of Kingsville, County of Essex
Project No. D22-067

I. GENERAL SCOPE OF WORK

The Contractor is advised that the work proposed under this project consists of the replacement of an existing access bridge within the 7th Concession Drain, serving as a shared access to the agricultural and residential lands of Richard & Donna Valenciuk (760-00701 & 460-00702), Part of Lot 1, Concession 6, and located at 3486 County Road 23 (Arner Townline). The scope of work provided under this project shall include, but not necessarily be limited to the following: the removal of the existing concrete and steel bridge deck and abutments; replacement with a new bridge structure, granular backfill, transition areas, interlocking concrete block headwalls with daylighting and concrete footings, general sloped quarried limestone erosion protection and adjacent to the new headwalls, and all ancillary work including clean up and restoration required. Two (2) bridge structure options are being proposed under this project as follows:

1. Galvanized Corrugated Steel Multi-Plate 36N-4228mm Span x 3206mm Rise, 4.0mm thick, Low Profile Arch with corrugated steel footer plates.
2. Concrete Box Culvert 3600mm Span x 1800mm Rise with apron walls.

It shall be noted that the final selection of the bridge structure will depend on the overall cost together with the anticipated timelines for completion of each.

The proposed work is intended to address the replacement of the existing access bridge and provide 6.78 metres (22.24 ft.) of travelled driveway top width, all to the satisfaction of the Drainage Superintendent and/or Consulting Engineer. The location of the access bridge shall be the exact designated location as shown on the plan unless otherwise directed by the Property Owner in conjunction with the Drainage Superintendent, prior to construction of same. Any changes to the location of the new access bridge must be approved in writing by the Consulting Engineer.

All work shall be carried out in accordance with these specifications and serve to supplement and/or amend the current Ontario Provincial Standard Specifications and Standard Drawings, adopted by the Ontario Municipal Engineers Association. All work shall also comply in all regards with the ERCA correspondence and DFO Culvert Replacement Best Management Practices within **Appendix "A"** as well as the Geotechnical Exploration and Testing Program included in **Appendix "B"**. The works shall also be carried out in accordance with the plans labelled herein as **Appendix "C"**. The structure shall be of the size, type, depth, etc., as is shown in the accompanying drawings, as determined from the **Benchmark**, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the satisfaction of the Drainage Superintendent and/or the Consulting Engineer.

II. ERCA AND DFO CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to minimize the amount of silt and sediment being carried downstream into the Snyder Branch Drain. It is intended that the work on this project be carried out during relatively dry weather to ensure the proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work site subsequent to the bridge installation. The Contractor shall be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (ERCA) or the Department of Fisheries and Oceans (DFO), copies of which will be provided, if available. Typically, no work shall be carried out in the existing drain from March 15 to July 15, of any given year, because the drain is directly connected to the downstream drain that is classified as sensitive to impacts on aquatic life. However, the 7th Concession Drain has been established as a Class "F" Drain by the DFO and works can be conducted within this drain through this timing window, so long that authorization is obtained and the Contractor complies with the "Best Management Practices – Culvert Replacements in Municipal Drains" document prepared by the DFO.

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

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work shall be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition than what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their contractors to ensure that sediment and erosion control measures are functioning properly and are maintained/upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

Not only shall the Contractor comply with all of the above, but it shall also be required to further comply with correspondence included within the email from Ashley Gyori, of the ERCA. Furthermore, the Contractor shall also review and comply with the “Best Management Practices – Culvert Replacements in Municipal Drains” document prepared by the DFO, both of which have been included within **Appendix “A”**.

III. MECP CONSIDERATIONS

Under the Species at Risk Provincial Legislation, set in place with the Ministry of Environment, Conservation and Parks (MECP), Section 23.9 of the Endangered Species Act, 2007, allows the Municipality to conduct eligible repair, maintenance, and improvement work under the Drainage Act that exempts these works from Sections 9 and 10 of this Act, so long as they follow the rules within Ontario Regulation 242/08.

Prior to commencing work, the Town of Kingsville will complete an “Endangered Species Act Review” for the subject drain and will provide the Contractor with the results of said review, including Kingsville documents for the purpose of identification of known Species at Risk within the project area and mitigation measures for species and habitat protection. It is the responsibility of the Contractor to make certain that necessary provisions are undertaken to ensure the protection of all Species at Risk and their habitats throughout the course of construction.

The Contractor will be responsible for providing the necessary equipment and materials required by the mitigation plans and shall contact the Town of Kingsville’s Drainage Superintendent immediately if any Endangered Species are encountered during construction.

IV. WATER CONTROL AND DEWATERING PLAN

In addition to the “Best Management Practices – Culvert Replacements in Municipal Drains” prepared by DFO, the Contractor shall be responsible to provide a suitable water control plan and dewatering method for this project. These features are intended to prevent from stormwater runoff backing up in the system and creating elevated water elevations or flooding within the drainage system.

The Contractor shall satisfy themselves with the methods and materials used for the water control and dewatering plan. Under no circumstances shall the Town or Consulting Engineer be responsible for the installation, maintenance, design, or failure of these features. All costs associated with the water control plan and dewatering shall form part of the tender price. Under no circumstances shall an extra be issued for the installation and/or maintenance of any water control or dewatering plan.

The Contractor shall ensure the work site is dry and free of flow and standing water. Depending on the method of installation, it is recommended that the work site be isolated utilizing a temporary 1.0-metre-high clay dam with erosion protection topping erected at each end of the work site, at a minimum. These temporary dams shall be constructed of clay fill material. We noted that there was a minimal amount of base flow in the drain during our site investigations. However, if the accumulation of base flow within the drain exceeds the berm height, base flow conveyance may be required utilizing appropriately sized HDPE smoothwall bell and gasket pipes through the work site and embedded in the clay dams. These pipes will allow for the work to be completed in the dry around or through the base of the new bridge. In lieu of the conveyance pipes, suitably sized pumps may be utilized to pump runoff around/through the work site. The

clay dams and conveyance pipe shall be maintained by the Contractor on the site until all works needed to be done in the dry are completed. The silt fences shall be maintained by the Contractor on the site until the entire site has become stabilized.

When dewatering the site area, the Contractor shall monitor the area for any fish found within the work site. If any fish are found, the Contractor shall carefully relocate them to the downstream drain as soon as possible.

The Contractor will be expected to coordinate the construction of the site with forecasted good weather conditions and delay its work if unstable weather is predicted. Should a small rain event occur, the temporary clay dams and pipe conveyance system should be able to handle a slight increase in the flow rate. Should a larger storm event occur, the dam will overflow and flood the work site. In the event that the work site is flooded, the Contractor shall not proceed with any further works until the site has been pumped of flood water and the site is dry.

V. ACCESS TO WORK AND TRAFFIC CONTROL

The Contractor is advised that all of the work to be carried out on this project extends along the east side of County Road 23 (Arner Townline). The Contractor shall have access to the full width of the roadway abutting the proposed drainage works. The Contractor may use the entire width of the roadway right-of-way necessary to permit the completion of all the work required to be completed for this project.

It shall be noted that the Contractor is to provide continuous pedestrian access to the parcel throughout the construction period and such access must be coordinated with the Property Owner.

The Contractor shall ensure that the travelling public is always protected while utilizing the roadway for its access. The Contractor shall be required to carry out all the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including the provision of all lights, signs, flag persons, and barricades required to protect the safety of the travelling public. The Contractor shall be required to submit a Traffic Control Plan to the Consulting Engineer for approval from the governing Road Authorities. The Traffic Control Plan shall be carried out in accordance with the requirements of the Ontario Traffic Manual's Book 7 for Temporary Conditions. It is not anticipated that the Contractor will require the closure of County Road 23. However, should the Contractor have to close County Road 23 for the proposed works, it shall arrange to obtain the necessary authorizations from the Town of Kingsville and the County of Essex Roads Departments and distribute notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etc. are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Town and County Roads Department.

Throughout the course of the work, it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing alongside the drain. This shall be of particular concern along the lawn areas of residential properties. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor, including topsoil placement and lawn restoration as directed by the Drainage Superintendent and/or the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding and mulching, and granular placement required to make good any damage caused.

VI. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close-cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment and shall ensure that the Environmental Protection Act is not violated. The Contractor will be required to notify the local fire authorities and cooperate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain to stand, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VII. UTILITIES

The culvert shall be laid in the general location shown on the accompanying drawings or may be specifically directed and/or laid out by the Consulting Engineer at the time of construction. The Contractor shall note that utilities may be present in the vicinity of the new access bridge installation. These utilities have been identified within the design drawings. However, the accuracy of the utilities shown is not guaranteed by the owner or N.J. Peralta Engineering Ltd. Other utilities may be present or utilities have shown may differ in size or location. The Contractor shall ensure that the utility locates are requested prior to any excavation work on this project.

The Contractor shall protect all services located in the vicinity of the proposed drainage works including any sanitary sewers and connections, watermains and connections, telephone and gas services, along with any private systems and services. Any damaged components shall be replaced by the Contractor, totally at its own expense and it shall fully restore the functionality of same.

The Contractor shall further contact or notify such Utility Company or Commission of its intention to carry out work in the area and cooperate with such Utility Company or Commission in the location, maintenance and preservation of all such utilities. The location of the pipes and appurtenances as shown on the drawings is approximate and may be changed by the Consulting Engineer if deemed advantageous for the progress of the work. The trenches are to be excavated where directed. If any part of the bottom of the trench is found to be unsound or in any way unsuitable to lay the pipe in the Drainage Superintendent's or the Engineer's Opinion, it may direct that the location of said trench be changed if it is possible to avoid unsound soil by doing so.

VIII. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to replace any fence that is taken down in order to proceed with the work, and the fence shall be replaced in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the removed fence, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

IX. BENCHMARKS

For use by the Contractor, we have established Benchmarks at the location where the structures are being replaced. The plans include details illustrating the work to be carried out. Benchmarks have been indicated and the Elevations have been shown and shall be utilized by the Contractor in carrying out its work. The Contractor shall note that a specific design elevation grade has been provided for the invert (or top of footing elevations) at each end of the structure in the table on the plans and within these specifications. The tables also set out the structure size, materials, and other requirements relative to the installation of the bridge structure. In all cases, the Contractor is to utilize the specified information to set the new structure installation. The Contractor shall ensure that it takes note of the direction of flow and sets the pipe to assure that all grades flow from north to south to match the direction of flow within the drain.

X. EXCAVATING, REMOVALS, AND DISPOSAL

In order to facilitate the new bridge culvert, the Contractor shall be required to carefully remove the existing concrete deck, east abutment, and any headwalls in their entirety, as well as any other deleterious materials that may be encountered in removing these materials. The existing west concrete abutment may remain so long that it does not interfere with the installation of the new bridge structure. The Contractor shall also be required to completely dispose of all of these materials to a site to be obtained by it at its own expense. It is found that the west abutment may remain in place, so long that it does not interfere with the installation of the new bridge structure.

As part of the work, the Contractor shall be required to excavate, transition, and trim the east side slopes and drain bottom width for a maximum distance of 8.75 metres (28.71 ft.) and 17.00 metres (55.77 ft.) upstream and downstream of the bridge, respectively, as outlined within the accompanying plans. Under no circumstance shall the sediment material from this excavation be utilized for the backfilling of the culvert, and such material must be totally trucked away and disposed of at a site to be obtained by it at its own expense.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge culvert and drain shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the bridge, driveway transitions, or installation of new end walls shall also be hauled away and disposed of by the Contractor.

XI. DETAILS OF BRIDGE WORK

The Contractor shall provide all material, labour and equipment to replace and install a new access bridge, for Richard & Donna Valenciuk (460-00701 & 460-00702), Part of 1, Concession 6, within the 7th Concession Drain. As previously noted, we have provided two (2) design options for this access bridge replacement. The Contractor shall provide all material, labour, and equipment to construct the replacement access bridge with the specifications stated below.

Multi-Plate Arch Structure Specifications	
Culvert Type:	Multi-Plate Low Profile Galvanized Arch
Structure Length:	8.00 metres
Structure Diameter:	36N – 4228mm x 3206mm with 1590mm Wide, 18.0mm Thick, Corrugated Steel Footer Plates
Structure Gauge:	4.0mm
Structure Grade:	n/a
Upstream (North) Top of Footing Elevation:	188.755 metres
Downstream (South) Top of Footing Elevation:	188.755 metres
Manufacturer:	Plant certified by CSA Standard G401-14 or OPSS 1801
Embedment:	n/a
Headwall Type:	Interlocking concrete block headwalls with daylighting and concrete footings
Access Width (incl. headwalls):	8.00 metres (26.25 ft.)
Access Width (travelled driveway):	6.78 metres (22.24 ft.)
☐ of Driveway Elev. at ☐ of Gravel Shoulder:	192.814 metres

☐ of Driveway Elev. at Structure ☐:	192.775 metres
☐ of Driveway Elev. 7.5m east of ROW Limit:	192.424 metres
Crossfall Grade from Driveway ☐ to Outer End Walls	1.00%

The new structure, for this installation, is to be provided with a minimum depth of cover of 700mm (27.6"), measured from the top of the structure to the finished driveway elevation over the centre of the structure. If the bridge culvert is placed at its proper elevation, the cover depth should be achieved. If the Contractor finds that the minimum depth of cover is not being met, they shall notify the Drainage Superintendent and Consulting Engineer immediately so steps can be taken to rectify the condition prior to the placement of any backfill. The above-specified minimum requirement is critical and must be attained. In order for the new residential access bridge to properly fit the channel parameters, all of the design grade elevations listed in the table above must be strictly adhered to.

Concrete Box Culvert Structure Specifications	
Culvert Type:	Concrete Box Culvert
Structure Length:	8.00 metres
Structure Diameter:	3600mm x 1800mm
Structure Gauge:	n/a
Structure Grade:	n/a
Upstream (North) Invert Elevation:	189.595 metres
Downstream (South) Invert Elevation:	189.595 metres
Manufacturer:	Precast Plants Certified by CSA Standard A23.1 or by OPSS 1821
Embedment:	200mm (11.1%)
Headwall Type:	Interlocking concrete block headwalls with daylighting and concrete footings
Access Width (incl. headwalls):	8.00 metres (26.25 ft.)
Access Width (travelled driveway):	6.78 metres (22.24 ft.)
☐ of Driveway Elev. at Edge of Gravel:	192.689 metres
☐ of Driveway Elev. at Structure ☐	192.580 metres
☐ of Driveway Elev. 7.5m east of ROW Limit:	192.424 metres
Crossfall Grade from Driveway ☐ to Outer End Walls:	1.50%

The new structure, for this installation, is to be provided with a minimum depth of cover of 600mm (24.0"), measured from the top of the structure to the finished driveway elevation over the centre of the structure. If the bridge culvert is placed at its proper elevation, the cover depth should be achieved. If the Contractor

finds that the minimum depth of cover is not being met, they shall notify the Drainage Superintendent and Consulting Engineer immediately so steps can be taken to rectify the condition prior to the placement of any backfill. The above-specified minimum requirement is critical and must be attained. In order for the new residential access bridge to properly fit the channel parameters, all of the design grade elevations listed in the table above must be strictly adhered to.

7th Concession Drain Specifications	
Drain Grade:	0.10%
Side Slopes:	1.5 Horizontal to 1.0 Vertical
Bottom Width:	2.74 metres (9.00 ft.)
Anticipated Drain Bottom Depth:	Above the design grade

Although it is anticipated that the culvert installation shall be undertaken in the dry, the Contractor shall supply and install a temporary Straw Bale Check Dam in the drain bottom immediately downstream of the culvert site during the time of construction. The straw bale check dam shall be to the satisfaction of the Drainage Superintendent and/or Consulting Engineer and must be removed upon completion of the Construction. All costs associated with the supply and installation of this Straw Bale Check Dam shall be included in the cost bid for the bridge installation.

The culvert installation on this project shall be set to the grades and elevations as shown on the plan or as otherwise established herein and the Municipal Drainage Superintendent and/or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions.

XII. GALVANIZED STEEL MULTI-PLATE ARCH PIPE INSTALLATION

The galvanized steel Multi-Plate Box Culvert to be supplied and installed for this project shall be available from Armtec, 7010 Windsor Avenue, Comber, Ontario N0P 1J0 (519-687-2338), or equal. The Armtec Regional Engineering Sales Specialist is Darren Baumer, EIT. The proposed Multi-Plate Box Culvert structure shall be a 36N-4228mm x 3206mm with 1590mm wide, 18.0mm thick, corrugated steel footer plates. The Contractor shall note that Geotechnical Explorations have been conducted for the proposed culvert replacement and shall assist the fabricator to design the proposed structure and footings to the appropriate bearing capacities for the structure, in addition to providing the Contractor with recommendations for the structure installation. The Geotechnical Report is attached herein as **Appendix "B"**. The Contractor shall arrange for the supplier to provide full shop drawings outlining all details of the fabrication and assembly and installation of the proposed corrugated steel structure to the Consulting Engineer for approval prior to proceeding with fabrication and assembly of same. **The shop drawings shall bear the seal and signature of an Engineer certifying that the design meets the minimum design standards and includes fabrication details, hardware, reinforcing schedules, etc.** The Contractor shall arrange with the supplier for technical assistance with the assembly of the structure on-site in full accordance with the requirements of the supplier. All assembly installation shall be carried out to avoid any damage to the structure and shall follow the supplier's recommendation in every respect to ensure a proper and safe installation.

The Contractor shall note that the placing of the new access bridge shall be performed totally in the dry, and he shall be prepared to take whatever steps are necessary to ensure same, all to the satisfaction of the Drainage Superintendent and the Consulting Engineer. The steel plate footing design is based on a stiff to very stiff native sand silty clay with geotechnical resistance at the Ultimate Limit State (ULS) of 175 KPa and a net geotechnical reaction at the Serviceability Limit State (SLS) of 125 KPa. If the Contractor encounters soils other than the stiff to very stiff native sand silty clay material, they shall notify the Geotechnical Consultant of their findings.

As outlined within the geotechnical recommendations, when installing the new corrugated steel Multi-Plate Arch in place, the Contractor must install the structure on a good undisturbed base. If unsound soil is encountered, the Contractor shall remove said unsound soil and replace the material with a minimum of 300mm of compacted Granular 'A' to a Minimum Standard Proctor Density of 100%, unless otherwise noted by the Geotechnical Consultant.

The Contractor shall backfill the footing trench inside the box culvert with compacted native soils to a Minimum Standard Proctor Density of 98%. The backfill material shall be sloped as shown on the Elevation plans and be protected with a minimum of 305mm thick sloped quarried limestone erosion protection on a filter cloth underlay.

Further to the details outlined above, the Contractor shall comply with any installation guidelines and/or specifications provided by the supplier. If there are any conflicting details between these specifications and the information provided by the supplier, the supplier's specifications shall govern.

The Contractor shall be responsible for the safe and proper handling of the box culverts and shall inspect all sections to ensure that no dents, chips or defects exist in the sections prior to placement in the drain line. Should the Contractor permit damaged culvert sections or materials to be installed in the drain line, it shall be responsible for the removal and replacement of same at its own expense, should the Engineer require such removal and replacement.

XIII. CONCRETE BOX CULVERT INSTALLATION

The new concrete box culvert structures shall be of precast concrete box culvert type. The new concrete bridge structure shall conform to the latest version of the Canadian Highway Bridge Design Code (CHBDC) for Truck Loading and be constructed in general conformance with OPSS 1821 and designed for the available minimum cover. The installation of the concrete structure shall comply with OPSS 422 and 904, together with any other applicable references identified within these Specifications. The Contractor shall note that Geotechnical Explorations have been conducted for the proposed culvert replacement and shall assist the fabricator to design the proposed structure and footings to the appropriate bearing capacities for the structure, in addition to providing the Contractor with recommendations for the structure installation. The Geotechnical Report is attached herein as **Appendix "B"**.

The proposed structures shall include all appropriate appurtenances including, but not limited to, waterproofing, dowels, etc. or any additional appurtenances that may be deemed necessary by the structure fabricator. Generally speaking, the following materials shall be utilized for the installation of said bridge structure and the installation of same shall comply with the manufacturer's recommendations:

Reinforcing Bars: CSA G30.18M, Grade 400R new deformed bars of billet steel. Refer to OPSS 1440 for material specifications.

Waterproofing Membrane: MEL-ROL, rolled, self-adhering membrane. Protection board for waterproof membrane shall be PC-3 heavy duty asphalt board (if applicable). Both of which as manufactured by W.R. Meadows Canada, or approved equal.

Bonding Agent: Intralok as manufactured by W.R. Meadows Canada or Sikadur 32ES as manufactured by Sika Canada Inc.

Curing Compound: CS-309 acrylic curing and sealing compound as manufactured by W.R. Meadows Canada, or approved equal.

Dowel Adhesive: Meadows Rezi-Weld Gel-Paste Cartridge System, Hilti-Hit HY150 System, Sikadur Injection Gel, Powers Acrylic – 100 System or approved equal.

Penetrating Sealer: Sikagard SN40 silane sealer as manufactured by Sika Canada Inc. or approved equal. Application shall be two (2) coats at a coverage of 3.8 sq.m./L per coat.

Joint Sealant: Sikaflex 2C NS for horizontal and vertical surfaces as manufactured by Sika Canada Inc.

The Contractor shall arrange for the Supplier to provide full shop drawings outlining all details of the fabrication and assembly and installation of the proposed concrete box culvert to the Consulting Engineer for approval prior to proceeding with fabrication and assembly of same. **The shop drawings shall bear the seal and signature of an Engineer certifying that the design meets the minimum design standards and includes fabrication details, hardware, reinforcing schedules, etc.** The Contractor shall arrange with the Supplier for technical assistance with the assembly of the structure on-site in full accordance with the requirements of the Supplier. All assembly installation shall be carried out to avoid any damage to the structure and shall follow the Supplier's recommendation in every respect to ensure a proper and safe installation.

The Contractor shall note that the placing of the new access bridge shall be performed totally in the dry, and he shall be prepared to take whatever steps are necessary to ensure same, all to the satisfaction of the Drainage Superintendent and the Consulting Engineer. The steel plate footing design is based on a stiff to very stiff native sand silty clay with geotechnical resistance at the Ultimate Limit State (ULS) of 175 KPa and a net geotechnical reaction at the Serviceability Limit State (SLS) of 125 KPa. If the Contractor encounters soils other than the stiff to very stiff native sand silty clay material, they shall notify the Geotechnical Consultant of their findings.

As outlined within the geotechnical recommendations, it is recommended that the Contractor provide a base of a minimum of 300mm of compacted Granular 'A' to a Minimum Standard Proctor Density of 100%, unless otherwise noted by the Geotechnical Consultant.

The Contractor will also be responsible for excavating the necessary trench for installing a reinforced concrete apron wall at each end of the new structure. The apron walls shall be to the size, type, depth, etc., including the necessary reinforcement, as shown and detailed within the Manufacturer's Shop Drawings.

The Contractor is to note that when installing the new structure, it shall be required to excavate a trench having a width not less than the outside span distance plus a minimum of 500mm working width on both sides of the structure.

The Contractor shall be responsible for the safe and proper handling of the box culverts and shall inspect all sections to ensure that no cracks, chips or defects exist in the sections prior to placement in the drain line. Should the Contractor permit damaged culvert sections or materials to be installed in the drain line, it shall be responsible for the removal and replacement of same at its own expense, should the Engineer require such removal and replacement.

The Contractor shall lay the concrete structure to the lines, levels, and grades as shown in the accompanying drawings or as may be laid out and established by the Engineer prior to the time of construction. Prior to installation, the Contractor shall notify the Engineer for field verification of the layout. The Contractor will be held responsible for said lines, levels and grades of the structure and should the Engineer determine that the Contractor has not satisfactorily adhered to such lines, levels and grades, it may direct the Contractor to take up and re-lay any portion of the structure which does not conform to such lines, levels and grades.

XIV. BRIDGE CONSTRUCTION

All granular backfill over the bridge culvert installation shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment and generally conform to the backfilling details included within the accompanying drawings. Further to the backfilling details outlined within these specifications, the Contractor shall comply with any backfilling specifications provided by the supplier. If there are any conflicting details between these specifications and the information provided by the supplier, the supplier's specifications shall govern.

All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 96%. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the satisfaction of the Drainage Superintendent and/or Consulting Engineer.

The backfilling of the structure shall be implemented in 200mm loose lifts and shall be compacted on each side of the structure subsequently to ensure that the fill on each side of the structure does not differ by more than 400mm in depth.

The Contractor shall provide a granular driveway approach from the existing east edge of the travelled roadway shoulder easterly to the existing west bank of the drain. In this area, for the full width of the bridge approach driveway, and for a minimum thickness of 450mm (18"), the Contractor shall supply and install granular material MTO Type "A" OPSS Form 1010 which is to be satisfactorily compacted in place to a minimum Standard Proctor Density of 98%. This driveway approach at the northerly and southerly ends shall provide a minimum driveway turning radius of 5.0 metres facilitated by the daylighting of the precast interlocking concrete block headwalls. All of this work shall be performed to the satisfaction of the Drainage Superintendent and/or the Consulting Engineer.

The Contractor shall also perform the necessary excavation to extend the width of the driveway from the existing gravel shoulder to approximately 7.50 metres east of the right-of-way limit of County Road 23. This driveway approach for the entire length and width shall consist of a minimum of 450mm (18") of granular material M.T.O. Type "A" satisfactory compacted in place. The gravel apron shall extend for the full width of the access bridge culvert length.

Although it is anticipated that the culvert installation shall be undertaken in the dry, the Contractor shall supply and install a temporary Straw Bale Check Dam in the drain bottom immediately downstream of the culvert site during the time of construction. The straw bale check dam shall be to the satisfaction of the Drainage Superintendent and/or Consulting Engineer and must be removed upon completion of the Construction. All costs associated with the supply and installation of this Straw Bale Check Dam shall be included in the cost bid for the bridge installation.

XV. PRECAST INTERLOCKING CONCRETE BLOCK HEADWALLS

Once the new structure has been set in place, the Contractor shall construct precast interlocking concrete block headwalls at both ends of the access. The precast interlocking concrete block headwalls are to be provided and laid out as shown and detailed in the accompanying drawings.

The standard precast interlocking concrete blocks shall be rectangular in shape with square corners and be a minimum size of 600mm x 600mm x 1200mm (2' x 2' x 4'), as available from Underground Specialties Inc./Wolsely Inc. (Canada), or approved equal. Blocks with modified lengths may be utilized to fill in staggered sections of the block wall. All blocks shall be cast in one pour with no cold joints and shall have a minimum compression strength of 20MPa at 28 days. All precast concrete blocks shall be formed with interlocking pockets and tenons and each block shall be assembled in a staggered formation to prevent sliding at the interface between blocks. All precast concrete blocks shall be uniform in size with relatively smooth and consistent joints. All precast concrete blocks shall have a smooth internal finish and consistent exterior finish. Each block shall be fitted with a lifting ring that will not interfere with the assembly of the block wall once they are set in place. Unless otherwise stated, cap blocks shall be utilized on the top course of the wall with the top of the cap blocks having a smooth, uniform finish.

Precast interlocking blocks that abut the culvert structure shall be cut and shaped to fit closely around the perimeter of the structure. For the concrete box culvert option, the interface between the culvert and headwall shall be secured with dowels or an approved equivalent method. The face of the wall shall not extend beyond the end of the structure. All minor gaps between the blocks and the pipe shall be sealed with no shrink grout for the full depth of the blocks. At the base of the wall, a base block shall be used at

the bottom of the interlocking block wall. The base block shall be founded on a firm solid base. When necessary, the Contractor shall provide a minimum of 200mm thickness of level compacted granular bedding, or a lean concrete footing, as a firm foundation for the blocks. The base block shall be set level and shall convey a vertical projection throughout its full height and shall include filter cloth behind the wall for the full height of the blocks to prevent soil migration through any joints. Filter cloth fabric shall be non-woven geotextile material and be minimum MacTex MX140 meeting OPSS Class I. Both headwalls shall be assembled concurrently with a continuous uni-axial geogrid SG350, or equal, installed across the entire structure at every second course of blocks, to tie each headwall to the other. Both the non-woven filter cloth and the uni-axial geogrid are available from Armtex Construction Products, or equal.

The blocks shall extend up from the structure footings and cross the full width of the drain and be embedded a minimum of 500mm into the drain banks. Where required for the top of the block wall to match the height of the completed driveway, the Contractor shall embed the bottom course of blocks into the drain bottom at the appropriate depth to achieve the required top elevation of the wall.

The Contractor shall arrange for the supplier to provide interlocking block layout drawings outlining block assembly of the proposed headwall to the Consulting Engineer for approval prior to proceeding with fabrication and assembly of same. The Contractor shall arrange with the supplier for technical assistance with the assembly of the structure on-site in full accordance with the requirements of the supplier. All assembly installation shall be carried out to avoid any damage to the culvert and shall follow the supplier's recommendation in every respect to ensure a proper and safe installation.

The precast interlocking concrete block headwalls shall be installed vertically and shall extend from the end of the structure to the top elevation of the driveway. Under no circumstance should the interlocking block wall be installed with an outward projection. When complete, the outside face of the headwall shall be installed flush with the end of the proposed culvert. The precast concrete interlocking block headwalls are to be installed so that daylighting is provided off of the travelled roadway, and are to be designed to deflect outwardly as shown in the accompanying drawings. The outward projection of the new headwalls shall be deflected at approximately a 45° angle to the straight portion of the finished headwall. The top elevations of the daylighted headwalls are to be set to the elevations shown within the attached plans. The Contractor shall also be required to backfill the area behind the new headwall with granular fill as already specified in the preceding paragraphs for backfilling of the bridge culvert. The alignment of these headwalls shall be performed to the satisfaction of the Drainage Superintendent and/or Consulting Engineer.

The installation of the precast interlocking concrete block headwalls and the placement of the backfill shall be carried out at the same time and shall be provided in total compliance with the **“Typical Precast Interlocking Concrete Block Headwall End Protection Detail”** shown within the accompanying drawings. Further to the details outlined above, the Contractor shall comply with any installation guidelines and/or specifications provided by the supplier. If there are any conflicting details between these specifications and the information provided by the supplier, the supplier's specifications shall govern.

XVI. SLOPED QUARRIED LIMESTONE EROSION PROTECTION

The Contractor shall provide sloped quarried limestone erosion protection adjacent and along the new precast interlocking concrete block headwall system as noted in the accompanying drawings, and at the general locations and to the widths shown within the details included therein.

The Contractor shall also be required to provide sloped quarried limestone erosion protection inside the entire length, and adjacent to, the new Multi-Plate Box Culvert structure at a 1.50 horizontal to 1.00 vertical side slope from the bottom of the drain bank, as shown and detailed within the attached drawings.

In all cases, the sloped quarried limestone erosion protection shall be embedded into the side slopes of the drain with a minimum thickness of 305mm and shall be underlain in all cases with a synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Drainage Superintendent and/or the Consulting Engineer during construction. In placing the erosion protection the Contractor shall carefully tamp the quarried limestone pieces into place with the use of a shovel bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain side slopes along either side of said protection. The synthetic filter mat to be used shall be **non-woven** geotextile MacTex MX140 conforming to OPSS 1860 Class I, as available from Armtec Construction Products, or approved equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"), and is available from Walker Aggregates, in Amherstburg, Ontario, or approved equal.

XVII. ANCILLARY WORK

During the course of the work, the Contractor will be required to protect or extend any existing tile ends or swales to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing Boss 1000 or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" as shown in the details included within the accompanying drawings unless otherwise noted. Connections shall be made using a Manufacturer's coupling wherever possible. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland Cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the satisfaction of the Drainage Superintendent and/or the Consulting Engineer. The mortar joint shall be of sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal.

All of the work required towards the installation and improvements to the replacement bridge structure shall be performed in a neat and workmanlike manner and a general site shall be restored to its original condition, and all of same is to be performed to the satisfaction of the Drainage Superintendent and/or the Consulting Engineer.

XVIII. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacement or bank modification, and place topsoil and seed and mulch over said areas including any specific areas noted on the plans. The Contractor shall be required to use the scavenged topsoil stripped from the drain banks. The balance of the topsoil required shall be obtained by the Contractor at its own expense. The Contractor shall provide all the material to cover the above-mentioned surface areas with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on

horizontal surfaces, fine-graded and spread in place ready for seeding and mulching. The placing and grading of all topsoil shall be carefully carried out according to Ontario Provincial Standard Specifications, Form 802, dated November 2010, or as subsequently amended or as amended by these Specifications. Once the topsoil has been properly placed and fine-graded, the Contractor shall seed and mulch the area. Seeding and mulching operations shall be carried out according to Ontario Provincial Standard Specifications, Form 804, dated November 2014, or as subsequently amended or as amended by these Specifications. The seeding mixture shall be OSECO Seed Mixture Canada No. 1, as available from Morse Growers Supply in Leamington, or equal. As part of the seeding and mulching operation, the Contractor will be required to provide either a hydraulic mulch mix or a spread straw mulch with an adhesive binder in accordance with OPSS 1103.05.03 dated November 2016, or as subsequently amended, to ensure that the grass seed will be protected during germination and provide a thick, uniform cover to protect against erosion, where necessary. All work shall be completed to the satisfaction of the Drainage Superintendent and/or the Consulting Engineer.

All of the work relative to the placement of topsoil and the seeding and mulching operation shall be meticulously done and completed in a good and workmanlike manner all to the satisfaction of the Drainage Superintendent and/or Consulting Engineer.

APPENDIX "A"

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APPENDIX A

Essex Region Conservation Authority Correspondence

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Kiara Kirkland

From: Ashley Gyori <AGyori@erca.org>
Sent: March 9, 2023 8:51 AM
To: Matthew Shiha
Cc: Tony Peralta; Ken Vegh; Shaun Martinho
Subject: RE: Emergency Bridge Replacement Over the 7th Concession Drain - D22-067
Attachments: 20230303 PRELIMINARY Plans Bridge Over the 7th Concession Drain.pdf; Application-for-Permit-General_Fillable.pdf

Good morning Matthew,

Thank you for providing the attached Preliminary Drawings, as well as the additional information below, for the emergency bridge replacement over the 7th Concession Drain, Project No. D22-067. I've had an opportunity to review the preliminary drawings and the available information and can confirm that this proposal, as presented, is something that this office can support.

Please note that prior to any works being undertaken, a permit under Section 28 of the *Conservation Authorities Act* is required. We look forward to receiving the finalized proposal and the Application for Permit form (attached).

If you have any questions, please do not hesitate to contact me.

Kind regards,



ASHLEY GYORI
Regulations Analyst
Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311 • Essex, Ontario • N8M 1Y6
agyori@erca.org • essexregionconservation.ca

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Follow us on Twitter: [@essexregionca](https://twitter.com/essexregionca)

The ERCA Office is now open to the public **Tuesdays, Wednesdays and Thursdays** to provide “counter service”; however, services continue to be delivered online and through email. Please consult ERCA’s website for more information and direction regarding online services (i.e. permitting, cottage bookings, seasonal passes etc.).

From: Matthew Shiha <matthew@peraltaengineering.com>
Sent: Friday, March 3, 2023 4:42 PM
To: Ashley Gyori <AGyori@erca.org>
Cc: Tony Peralta <tony@peraltaengineering.com>; Ken Vegh <kvegh@kingsville.ca>; Shaun Martinho <smartinho@kingsville.ca>
Subject: Emergency Bridge Replacement Over the 7th Concession Drain - D22-067

Good Afternoon Ashley,

Further to our previous phone conversation, we have been appointed by the Town of Kingsville, under Section 78 of the Drainage Act, to provide an Engineer's Report for the replacement of a failing access bridge over the 7th Concession Drain. Based on our inspection of the bridge it appears that it is indeed failing. Due to its current condition, we have received an Emergency Designation under Section 124 of the Drainage Act, from the Minister of OMAFRA, for the immediate replacement of the existing failing access bridge. The subject bridge serves as the shared access for lands owned by Richard & Donna Valenciuk at 3486 County Road 23 and the adjacent farm parcel.

Pursuant to our conversation, we understand that ERCA is mostly concerned that the new structure will have the same (or better) level of service of the drain, as it relates to the 1:100-year storm event, and/or does not create negative impacts upstream or downstream. As we have not yet received initial comments on our appointment and given the Emergency status of this bridge, we wanted to reach out to you with our design proposal and attached preliminary plans for your review and comments, as discussed:

The existing access consists of a 6.35m clear span bridge. The bridge replacement will be in the general location of the existing bridge. With regards to the proposed works, there are several various structures upstream including concrete clear span and CSP culverts. Immediately upstream, approximately 155.0m, there is an existing, 4.5m wide, concrete clear span road crossing over County Road 27 West. Moving upstream is a 12' (3.60m) concrete span bridge, 4720mm x 3070mm CSP Pipe Arch, 4270mm x 2210mm CSP Arch (open bottom) among other concrete clear span structures upstream and downstream of these 3 aforementioned structures. Approximately, 240.0m downstream is a 5.0m Span concrete box culvert road crossing over County Road 23.

Per our hydraulic analysis, we have completed a pre versus post analysis which compared the hydraulic capacity and water surface elevation of the open channel cross section, existing structure, and proposed bridge. Our results confirm that the hydraulic capacity of the new structure can convey flows for a 1:100 year storm event equal to that of the existing bridge and the water surface elevation for the proposed bridge is at an elevation equal to that of the existing drain cross-section. Based on our analysis, the bridge replacement shall not have any adverse impacts on the upstream and downstream level of service for the drain and shall not cause any changes to the existing flow regime. If you require our detailed analysis, please feel free to request same.

Given the size of the existing structure, the upstream structures as well as the cost-sharing component, we have optioned two different designs for the Contractor's choice to solicit the lowest tendered price. Based on our preliminary design, we have determined that the replacement access bridge shall consist of approximately 8.00m of 3600mm x 1800mm concrete box culvert or 8.00m of 4228mm x 3206mm CSP Arch (open bottom), both with precast concrete block wall end treatments. This access is intended to provide a minimum access top width of 6.10m (20.0').

The final Engineer's Report will include details and cost sharing of the access bridge replacement and this report will be subject to the prescribed public meetings and appeal process through the Drainage Act.

We have reviewed the DFO website as it relates to the Fisheries Act and performed a "Self Assessment" for this project. Also, as it relates to the Endangered Species Act, we have contacted the Town of Kingsville to ensure that this project is covered under the new ESA Regulation 242/08.

We trust that this information is satisfactory and would kindly request any comments or concerns from ERCA at this time. Should you have any concerns or require additional information, please contact us at your earliest opportunity. We look forward to your response.

Regards,



Matthew Shiha, E.I.T.

matthew@peraltaengineering.com | 519-733-6587 x 145

N.J. Peralta Engineering Ltd. - Consulting Engineers

45 Division St. N., Kingsville ON N9Y 1E1

peraltaengineering.com

IMPORTANT: We have temporarily relocated to Unit 1-38 Erie Street North, Leamington ON N8H 2Z3 during the construction of the new office building at our Kingsville location.

The content of this email is the confidential property of N.J. Peralta Engineering Ltd. and should not be copied, modified, retransmitted, or used for any purpose except with Peralta Engineering's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

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APPENDIX B

OMAFRA Emergency Designation

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Ministry of Agriculture,
Food and Rural Affairs

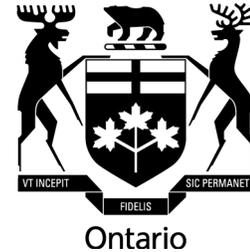
Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



July 19, 2022

Ken Vegh, CRS
Municipal Drainage and Inspection Supervisor
The Corporation of the Town of Kingsville
kingsvilleworks@kingsville.ca

Dear Mr. Vegh:

Thank you for your letter dated June 22, 2022, requesting an emergency designation under Section 124 of the [Drainage Act](#) for the replacement of an existing primary access bridge to the agricultural lands, together with access for the residential lands of 3486 County Road 23 (Concession 6, Pt. Lot 1, in the former Geographic Township of Gosfield North) and within the 7th Concession Drain in the Town of Kingsville.

Your letter and the accompanying photographs demonstrate that the access bridge is in poor shape and showing heavy signs of deterioration. You indicate the Town of Kingsville has taken a proactive approach to have N.J. Peralta Engineering Ltd. conduct a preliminary inspection of the crossing. It was inspected and determined to be at the end of its service life and needs to be reconstructed using current design standards and materials.

You state that the structure should currently only be accessed by pedestrians and small vehicular traffic. Traffic cones have been placed on the crossing to ensure that it is not used by larger vehicles until it is replaced. With the structure in its current state and currently the only access to the agricultural and associated residential properties, it is recommended that it be replaced expeditiously as it presents a safety concern to the property owner and the general public utilizing this access. The impacts of waiting for the normal process to replace the crossing will jeopardize the safety of daily crossing for the owner.

You indicate that Antonio (Tony) Peralta, P.Eng will be appointed at a council meeting on August 8, 2022, by the Town of Tecumseh to prepare a report for the replacement of this access bridge under Section 78 of the Drainage Act. I would encourage you to take any opportunity to expedite the resolution of this serious issue as quickly as possible.

.../2

After considering this information, I hereby designate the replacement of the primary access bridge to the agricultural lands, together with access for the residential lands of 3486 County Road 23 (Concession 6, Pt. Lot 1, in the former Geographic Township of Gosfield North) and within the 7th Concession Drain in the Town of Kingsville to be an emergency within the meaning of Section 124 of the Drainage Act.

This designation is granted on the condition that the replacement is made under the supervision of N.J. Peralta Engineering Ltd., appointed by council under Section 78 of the Drainage Act. Since the total project cost is unknown at this time, all involved property owners must be given an opportunity to appeal their share of the project cost to the appeal bodies established under the act.

Please note that this emergency designation does not exempt you and your municipality from any approvals that may be required from other agencies.

Sincerely,

A handwritten signature in blue ink that reads "Lisa M. Thompson". The signature is written in a cursive, flowing style.

Lisa M. Thompson
Minister of Agriculture, Food and Rural Affairs

APPENDIX "C"

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PLANS, PROFILE & DETAILS

OF THE
7th CONCESSION DRAIN
 (Replacement Bridge For Richard & Donna Valenciuik (460-00701 & 460-00702),
 Part of Lot 1, Concession 6)

IN THE
TOWN OF KINGSVILLE (Geographic Township of Gosfield North)

IN THE
COUNTY OF ESSEX • ONTARIO

TOWN OF KINGSVILLE

MAYOR: DENNIS ROGERS
 CLERK: PAULA PARKER
 DRAINAGE SUPERINTENDENT: LU-ANN MARENTETTE

BENCHMARKS:

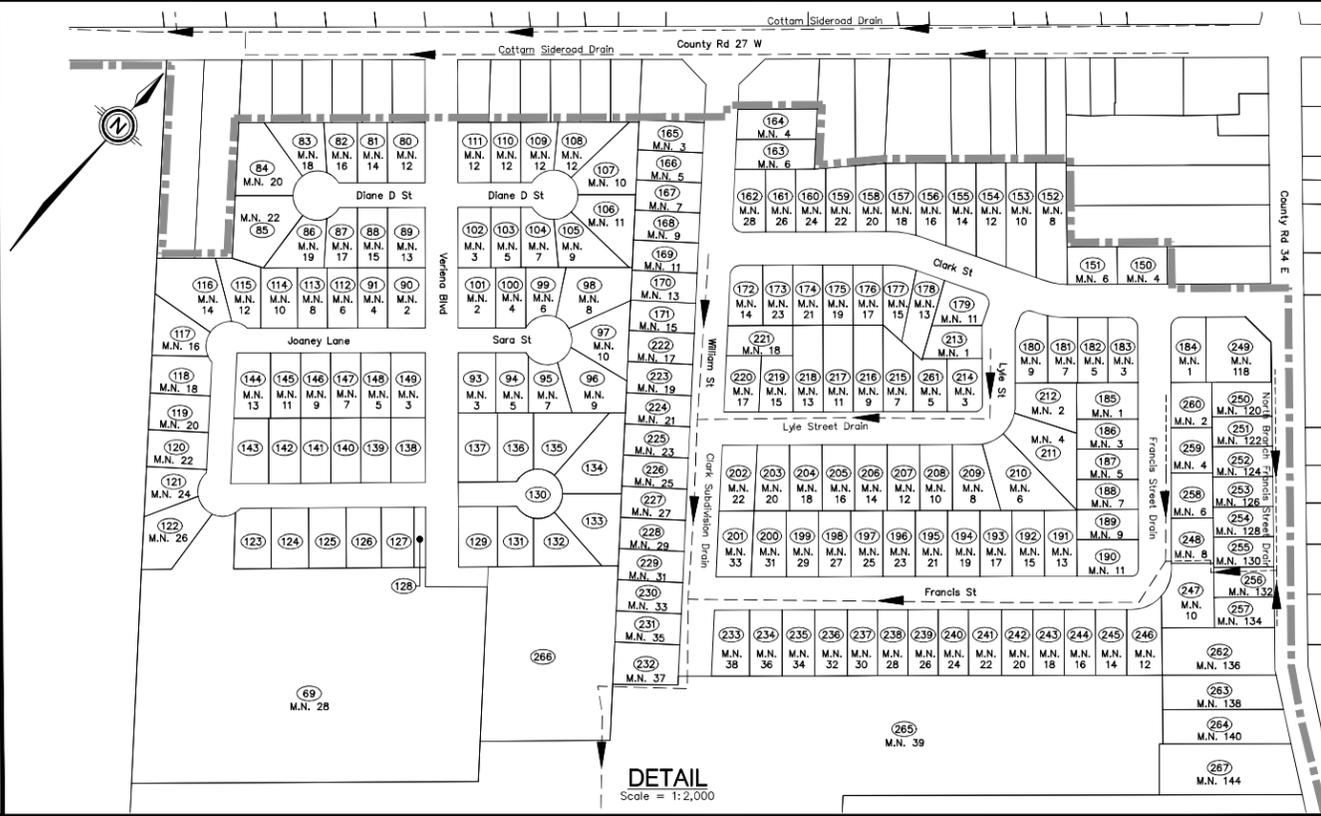
- TOP OF NAIL SET IN WEST FACE OF EXISTING HYDRO POLE LOCATED ON THE EAST SIDE OF COUNTY ROAD 23 (ARNER TOWNLINE), APPROXIMATELY 33.0m SOUTH OF THE SUBJECT BRIDGE. **ELEV. 192.606m**
- TOP OF HEADWALL (AT BEND) OF THE SOUTH END OF THE EXISTING ROAD CROSSING CULVERT OVER THE 7TH CONCESSION DRAIN AT THE INTERSECTION OF COUNTY ROAD 23 AND COUNTY ROAD 27, APPROXIMATELY 200.0m NORTH OF THE SUBJECT BRIDGE. **ELEV. 192.798m**

LEGEND:

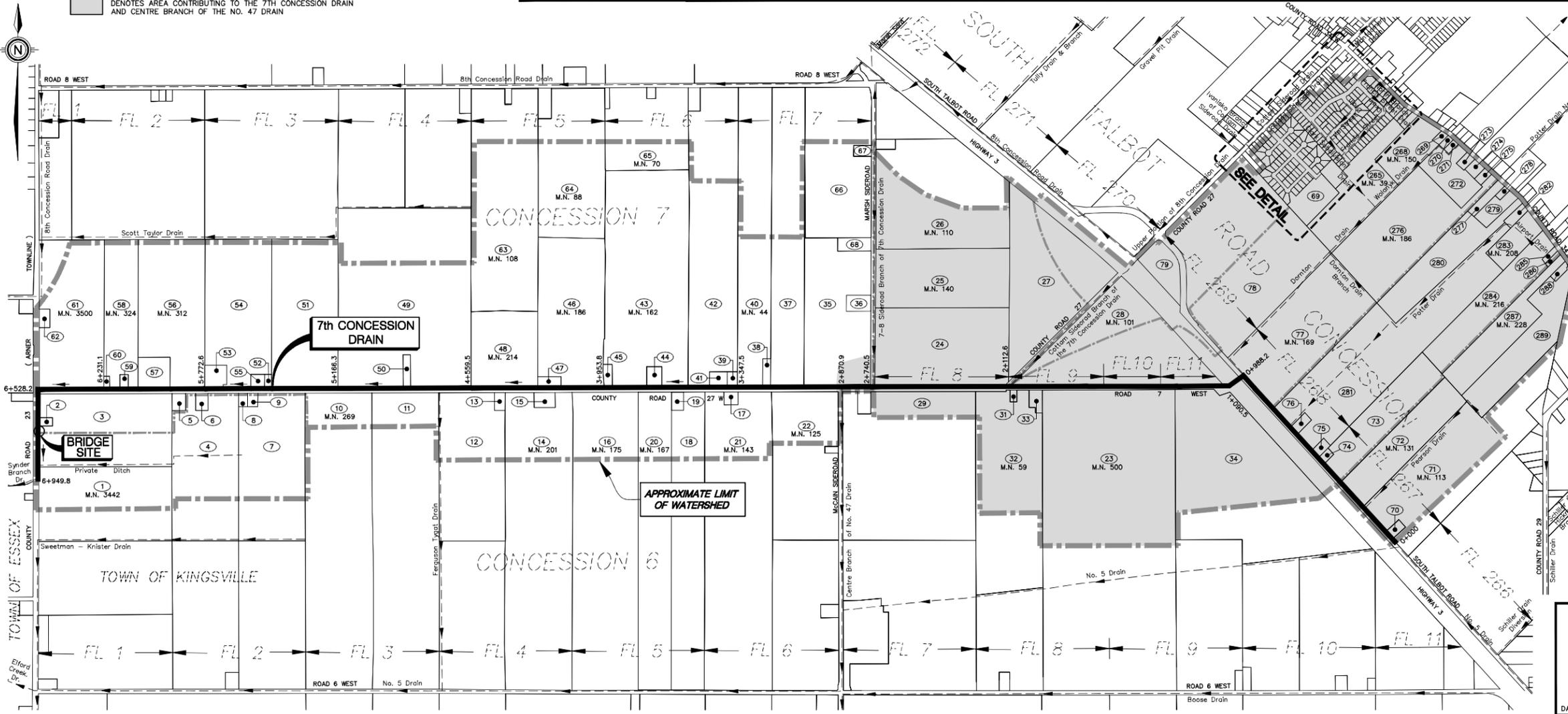
- DENOTES OVERALL WATERSHED LIMITS
- - - DENOTES SUB-WATERSHED LIMITS
- DENOTES ALIGNMENT OF THE 7TH CONCESSION DRAIN
- DENOTES BRIDGE IDENTIFICATION
- xx DENOTES PARCEL ID# NUMBER
- DENOTES AREA CONTRIBUTING TO THE 7TH CONCESSION DRAIN AND CENTRE BRANCH OF THE NO. 47 DRAIN

THESE DRAWINGS HAVE BEEN REDUCED IN SIZE AND THE SCALE THEREFORE VARIES. FULL SCALE DRAWINGS CAN BE VIEWED AT THE MUNICIPAL OFFICES IF REQUIRED.

Parcel ID	Owner Name
1	Andre & Colette Cazobon
2	Richard & Donna Valenciuik
3	Richard & Donna Valenciuik
4	Burstyn Farms Ltd.
5	John & Nancy Stitzinger
6	Paul & Corinne Mollie
7	Matthew Hyland
8	Joseph & Christine Parent
9	Mark Hill & Melissa Weidon
10	Stephen Ferguson
11	Marian Maslin
12	Joslyne Rizzo
13	Shelley Moody
14	Lawrence & Joseph Miehs
15	Amber Norman & Trevor Maheux
16	Ronald & Karen Kendrick
17	Henry & Megan Lumley
18	Edward Ross
19	Arthur Brown
20	Edward Ross
21	Davin & Nicole Kendrick
22	Henry Renaud
23	Milton Hillier
24	James Ferguson
25	James & Diane Ferguson
26	Brent & Michelle Ramsay
27	Donna & Steven Merritt
28	Donna & Steven Merritt
29	Neil & Shario Ferguson



DETAIL
 Scale = 1:2,000



WATERSHED PLAN 160
 Scale = 1:10,000

Parcel ID	Owner Name	Parcel ID	Owner Name
31	Donna Merritt	164	Joseph & Susan Schembri
32	Dorothy & Laurence Merritt	165	Ian & Janet Williams
33	Laurence & Dorothy Merritt	166	Anthony Esposito
34	Steven Barick	167	Richard & Brenda Summerfield
35	Cotton Roadcar Ltd.	168	Mary Spasone
36	James Ferguson	169	Carol Montello
37	Lloyd & Catherine Ferguson	170	James & Ginger Bogdon
38	James & Jeannette Sylvestre	171	John & Bonnie Mann
39	Tyler Menard & Elizabeth Jeffery	172	John & Sarah Wabe
40	Dorothy Davison	173	Joseph Foley & Kelly Baranava
41	James Sylvestre	174	Rojna & Ruth Veerasar
42	Philip Keele & Quina Bartoli	175	David & Karen Middleton
43	David & Debbie Alexander	176	Timothy & Jennine Melchoe
44	David & Debbie Alexander	177	Jason & Sherri Dulot
45	Benjamin & Kaitlyn Watson	178	Ralph & Veronica Davies
46	Richard & Phyllis Barnett	179	Donald & Mary Bryant
47	Karl Barnett	180	David Pereira & Kathleen Denison
48	Michael & Patricia Hamlin	181	Betsy & Corey Coussens
49	Robert & Jerry Vriesacker	182	Shannon Dalgleish & Robert Scott
50	Jennifer & Michael Dinchik	183	Timothy & Sherry Rudge
51	Brian & Dorene Lester	184	Cornelio & Anna Fehr
52	Dawn Grado	185	Jake Fehr
53	Daniel & Nina Lovin	186	David Borwick & Angela Mulcaister-Boer
54	Karen & Adam Schmitzen	187	Steven Moon & Gail Daniels
55	Nina Chilcress & Daniel Bouliane	188	Bradley & Ruth Saiter
56	Bradley & Ruth Saiter	189	Douglas & Andrea Pisciotto
57	Douglas & Andrea Pisciotto	190	Jeffrey & Amanda Ferreira
58	Sharon & Eric Mulcaister	191	William & Sarah Smith
59	Ruth Battersby	192	Robert & Shannon Belleau
60	Dole & Betty Stead	193	Samuel & Shirley Wilkins
61	Todd Gee & Kelly Dunn	194	Chad Gray
62	Michael & Constance Mulholland	195	Gary & Patricia Bain
63	Robert & David Alexander	196	Benjamin & Kaitlyn Watson
64	Donald & Cora Bertram	197	Douglas & Ann Sabga
65	Jason & Laura Alexander	198	Jacob Hiderant & Helen Boldt
66	Steele Farms Limited	199	David & Sabrina Green
67	Kevin Darmon	200	Kyle Sayers
68	James & Diane Ferguson	201	Gregory Anger & Samantha Toffler
69	Gary & Laurie Towern	202	Wayne & Ellen Hyland
70	John & Diane Bachold	203	Charles & Jennifer Tilden
71	John & David Bachold	204	Faye St. Pierre
72	Larry & Tammy Melchoe	205	Dave & Sue Maedel
73	John & David Bachold	206	Roger Mercer & Barbara Valer-Grisvan
74	Diane Bachold & Alysa Gould	207	Robert & Laura Kapetanov
75	Barbara Valer-Grisvan	208	Imael Ozezer & Bodeha Bozge-Ozezer
76	Andrea Nikita	209	Patrick & Debra Brophy
77	Chevalier Farms & Elevator Ltd.	210	Harry & Bonnie Terzopoulos
78	Richard & Sharon Kendrick	211	Dean & Sandra Pearson
79	Richard & Sharon Kendrick	212	Keith & Elizabeth Cornell
80	Neil Arner	213	Joshua & Michelle Weeks
81	David Krahn	214	Victoria Davison & John Hunter
82	Terry Ramsay & Amy Wiper	215	Shawn & Angie Couvillon
83	Heidi & Paul Hamish	216	Donald & Kallim Neal
84	Cameron & Grace Fast	217	Michael Richmond & Andrea Bolkwill
85	Antonio & Sheila Lepetron	218	Dwane & Suzanne Osborne
86	Trevor & Karl Smith	219	Brian Cinat & Karlea Beresh
87	Steven & McKenzie Chortos	220	Glenn & Karen Quinlan
88	Jason Clark & Amanda Middleton	221	Florence Rives
89	Michael & Tina O'Connor	222	Dina Pantoja & Oscar Molina
90	Eric & Amanda Noel	223	August & Lorrie Hoekstra
91	Wilhelm & Jessica Loewen	224	Dennis & Catherine Dugdale
92	Carlos Correa & Gloria Arango	225	Karen Allen
93	Benjamin & Melissa Fischer	226	Timothy Kelly & Shannon Dubal-Kelly
94	Brian & Sharon Birch	227	Brandon Sosnoski & Shania Taylor
95	Alexander & Jamestina Keaney	228	Jason & Andrea Powell
96	David & Toni Curtis	229	Torciaio & Mary-Jo Morassut
97	Nancy Garraway & John Etue	230	Salvatore Peratta & Carlee Fleming
98	Al Longstaff	231	Robert & Annette Gabriele
99	Maninder Brar & Prabjeet Kaur	232	Linda Fisk & Nancy Kujawski
100	Virginia Deman & The Canada Trust Company	233	Denis Sterling
101	Michael & Rita Beaulieu	234	Jacob & Helena Froese
102	Keith Oullin	235	Steven & Diane Doyle
103	Connie Bitan	236	Derek & Claire Cameron
104	Brian Mitchell & Jane Harley	237	Chndy Mills
105	Maria & Sonia Mendez	238	Mark & Tammy Clifford
106	Fredy & Corin Menjar	239	Joseph & Helga Bondy
107	Douglas Dalpe	240	Richard Ferrato
108	Santino Viselli & Megan Manchester	241	Randy & Tracey Ballargeon
109	Irene Stewart	242	Robert & Julie Wilson
110	Joseph & Lindsay Iatonna	243	Christopher South & Moegan Ferranti
111	Christoph South & Moegan Ferranti	244	Justin & Sarah Snelgrove
112	Justin & Sarah Snelgrove	245	Crystal Hudon & Michael Bondy
113	Crystal Hudon & Michael Bondy	246	Tyler & Patricia Drader
114	Tyler & Patricia Drader	247	Edward & Brenda Royal
115	Edward & Brenda Royal	248	James & Nicole Bradley
116	James & Nicole Bradley	249	Kevin Anderson & Michele Lowe
117	Kevin Anderson & Michele Lowe	250	Roger Desramaux & Megan Watson
118	Roger Desramaux & Megan Watson	251	Bker & Zella Abdulkader
119	Bker & Zella Abdulkader	252	Peter Miller & Joclyn Garant
120	Peter Miller & Joclyn Garant	253	Arthur Delaney
121	Arthur Delaney	254	Ted & Carleen Hunter
122	Ted & Carleen Hunter	255	Brian & Lynn Higgins
123	Brian & Lynn Higgins	256	Coreen Sykes & Paul Epp
124	Coreen Sykes & Paul Epp	257	Christalopher & Millory Brnov
125	Christalopher & Millory Brnov	258	Andy & Christine Faraci
126	Andy & Christine Faraci	259	Margaret Mccord
127	Margaret Mccord	260	Erin Livingston
128	Erin Livingston	261	Ronan & Melanie Oliver
129	Ronan & Melanie Oliver	262	John & Carol Quinn
130	John & Carol Quinn	263	Ricky & Brenda Garant
131	Ricky & Brenda Garant	264	Kenneth & Rosemary Roadhouse
132	Kenneth & Rosemary Roadhouse	265	Mario Klaas
133	Mario Klaas	266	265 1575742 Ontario Ltd.
134	265 1575742 Ontario Ltd.	267	Town of Kingsville
135	Town of Kingsville	268	Gary & Maria Klaas
136	Gary & Maria Klaas	269	Jacob & Yola Pretl
137	Jacob & Yola Pretl	270	David Parise & Ryan McLeod
138	David Parise & Ryan McLeod	271	Essex County Community Living
139	Essex County Community Living	272	John & Michelle Wanioko
140	John & Michelle Wanioko	273	Justin Ireland & Jamie Meunier
141	Justin Ireland & Jamie Meunier	274	Dennis Mostoway & Dawn Reume
142	Dennis Mostoway & Dawn Reume	275	Mark Voligny & Michelle Winger
143	Mark Voligny & Michelle Winger	276	Preston Harris & Germaine Gould
144	Preston Harris & Germaine Gould	277	Margery Macgregor
145	Margery Macgregor	278	Beverly & Kristine Iles
146	Beverly & Kristine Iles	279	Pedro & Aganetha Dyck
147	Pedro & Aganetha Dyck	280	Leo Hayes
148	Leo Hayes	281	Leo Hayes
149	Leo Hayes	282	Charles & Craig Chevalier
150	Charles & Craig Chevalier	283	Nicholas & Erin Hayes
151	Nicholas & Erin Hayes	284	Daniel & Jenny Nantals
152	Daniel & Jenny Nantals	285	George Newman
153	George Newman	286	Peter & Elizabeth Peters
154	Peter & Elizabeth Peters	287	Cody Hayner
155	Cody Hayner	288	Gerard & Iris Pilon
156	Gerard & Iris Pilon	289	Rita & Ralph Wigle
157	Rita & Ralph Wigle	290	Milka Jездic
158	Milka Jездic		
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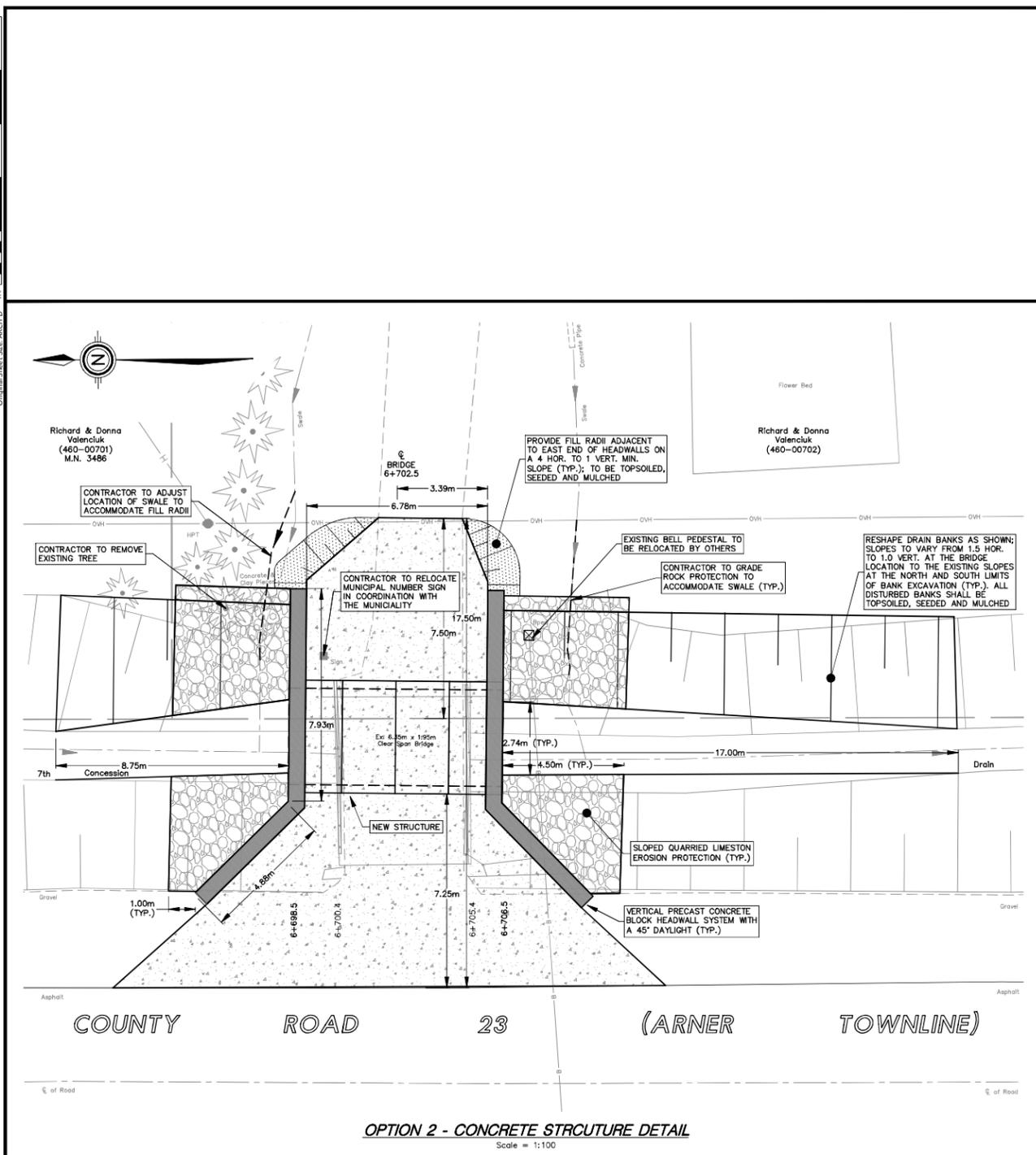
A.B. Peralta
 100138883
 PROVINCE OF ONTARIO

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 Consulting Engineers

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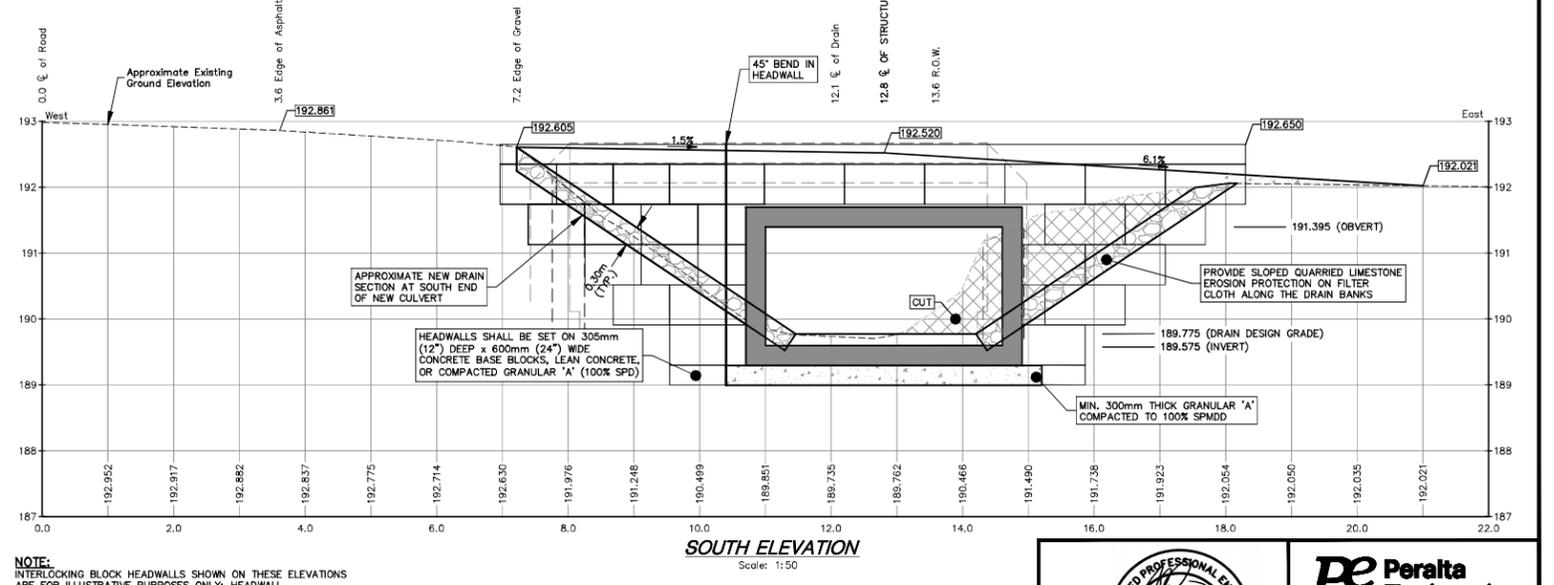
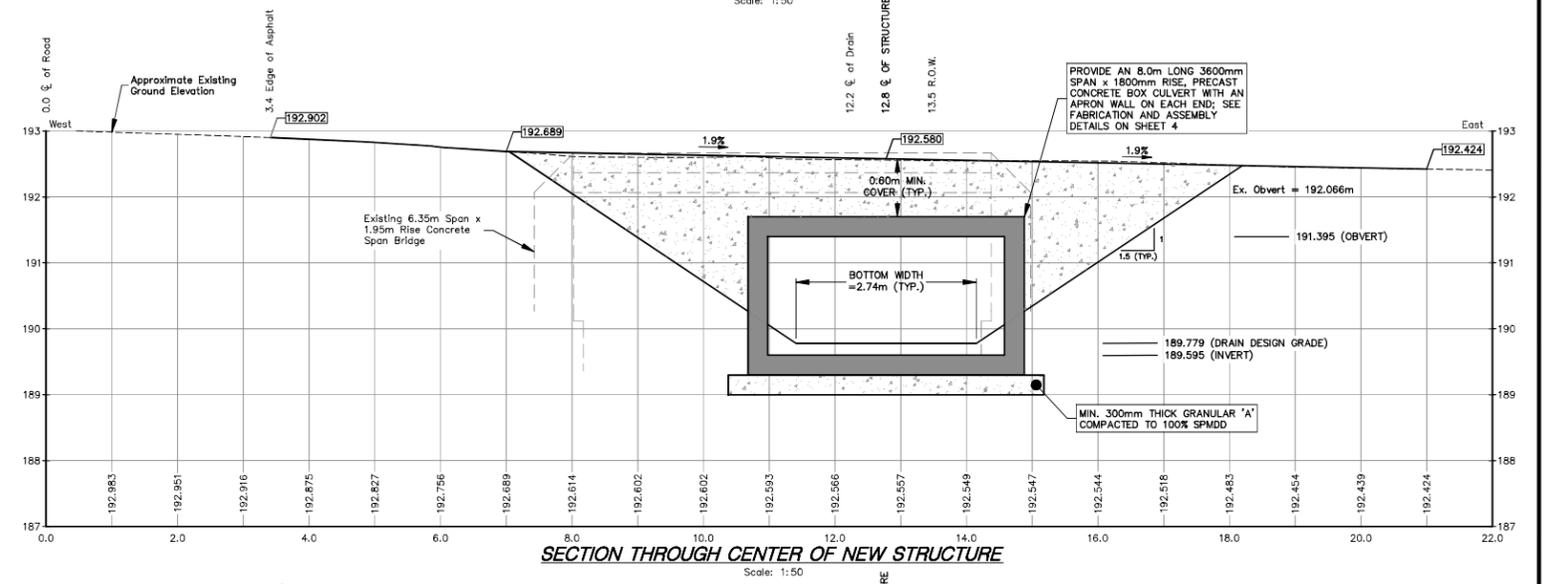
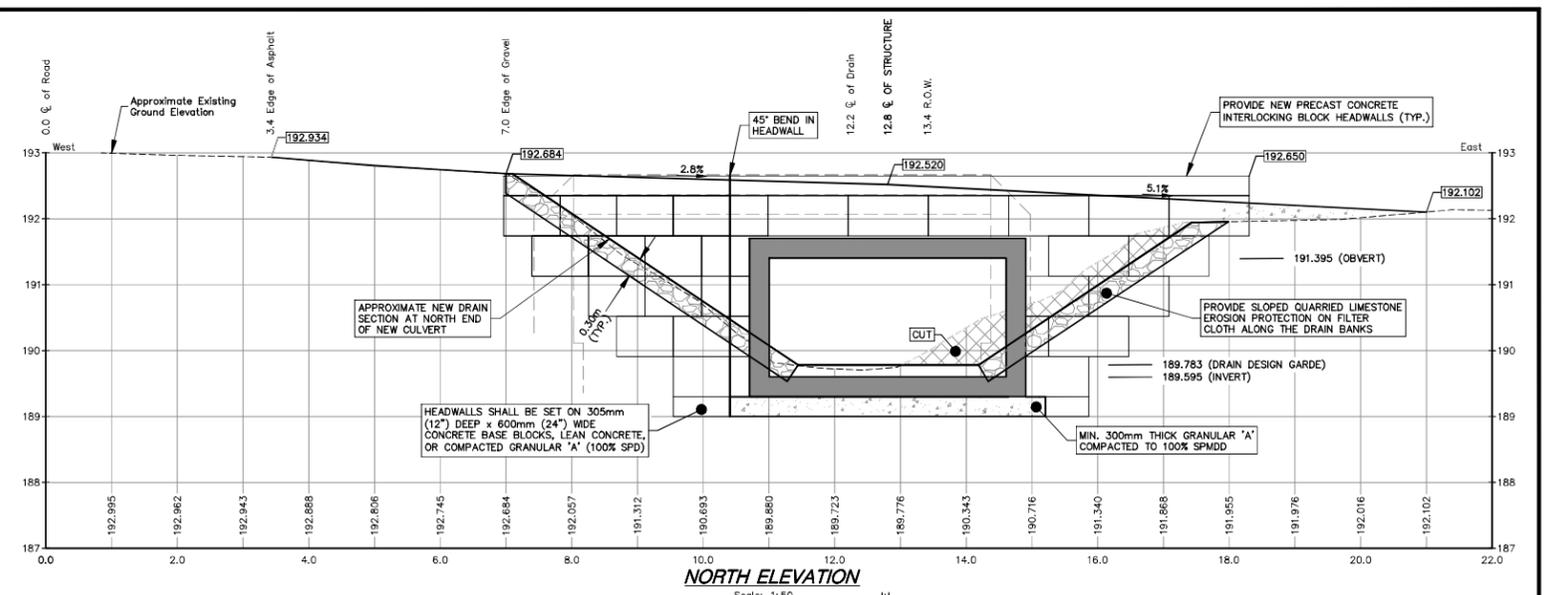
DATE: JULY 19, 2024
 DESIGNED BY: A.B.P. DRAWN BY: M.J.S. CHECKED BY: A.B.P. PROJECT No.: D22-067 SHEET No.: 1 OF 3

Original Sheet Size ARCH D 1:1
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OPTION 2 - CONCRETE STRUCTURE DETAIL
Scale = 1:100

BENCHMARK: TOP OF NAIL SET IN WEST FACE OF EXISTING HYDRO POLE LOCATED ON THE EAST SIDE OF COUNTY ROAD 23 (ARNER TOWNLINE), APPROXIMATELY 33.0m SOUTH OF THE SUBJECT BRIDGE. ELEV. = 192.606m		
STRUCTURE SIZE: 3600mm SPAN x 1800mm RISE	STRUCTURE LENGTH: 8.0m (26.25 FT.)	TYPE OF STRUCTURE: PRECAST CONCRETE BOX CULVERT (OR APPROVED EQUIVALENT)
STRUCTURE & DRIVEWAY ELEVATIONS:		
INVERT ELEVATION = 189.595m		
OVERT ELEVATION = 191.395m		
C. OF DRIVEWAY AT GRAVEL EDGE = 192.689m		
C. OF DRIVEWAY AT STRUCTURE CENTRELINE = 192.580m		
C. OF DRIVEWAY 7.5m EAST OF R.O.W. LIMIT = 192.424m		
DRIVEWAY CROSSFALL FROM CENTRELINE TO EDGE OF GRAVEL DRIVEWAY = 1.50%		
GENERAL NOTES:		
1. THE EXISTING EAST CONCRETE ABUTMENT (INCLUDING EXTENSIONS), STEEL I-BEAMS, AND CONCRETE DECK SHALL BE COMPLETELY REMOVED AND DISPOSED OF IN ITS ENTIRETY. THE EXISTING WEST ABUTMENT MAY REMAIN, SO LONG THAT IT DOES NOT INTERFERE WITH THE INSTALLATION OF THE NEW BRIDGE STRUCTURE.		
2. CONTRACTOR SHALL PROTECT ALL TREES AND PRIVATE FEATURES WITHIN THE WORKSITE (UNLESS OTHERWISE NOTED).		



NOTE:
INTERLOCKING BLOCK HEADWALLS SHOWN ON THESE ELEVATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY; HEADWALL FABRICATORS ARE RESPONSIBLE FOR PROVIDING A DESIGN THAT ADHERES TO ALL RELATIVE DESIGN CODES AND STANDARDS WHEN SUBMITTING SHOP FABRICATION DRAWINGS FOR REVIEW

THESE DRAWINGS HAVE BEEN REDUCED IN SIZE AND THE SCALE THEREFORE VARIES. FULL SCALE DRAWINGS CAN BE VIEWED AT THE MUNICIPAL OFFICES IF REQUIRED.

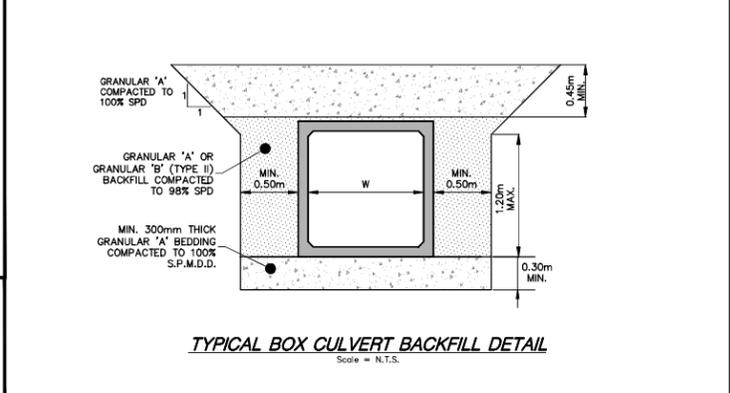
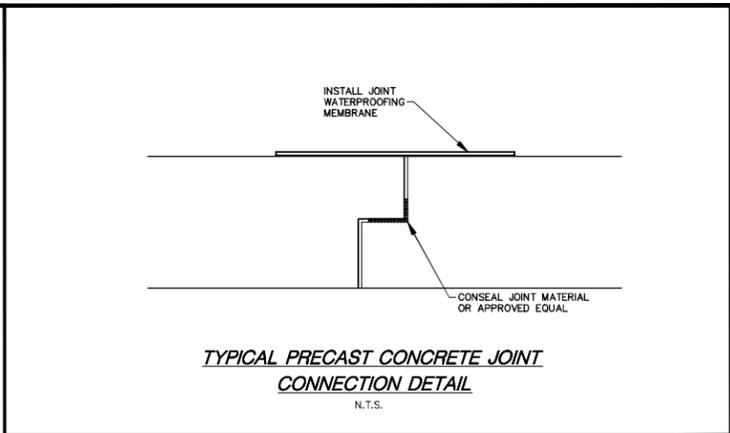
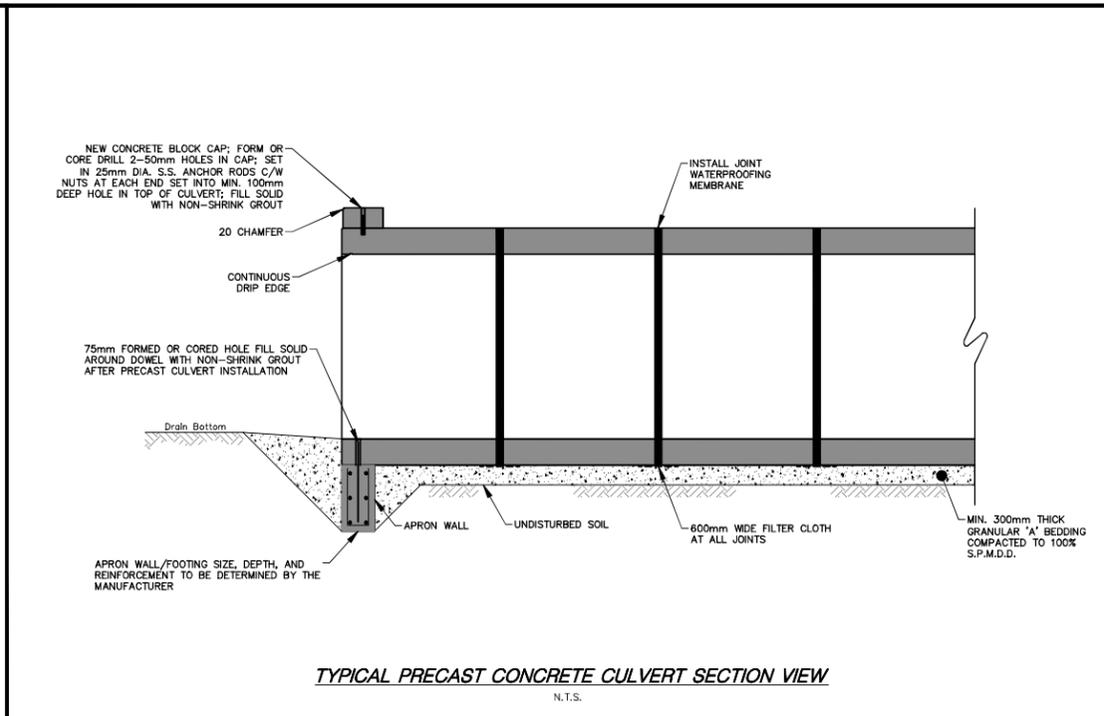
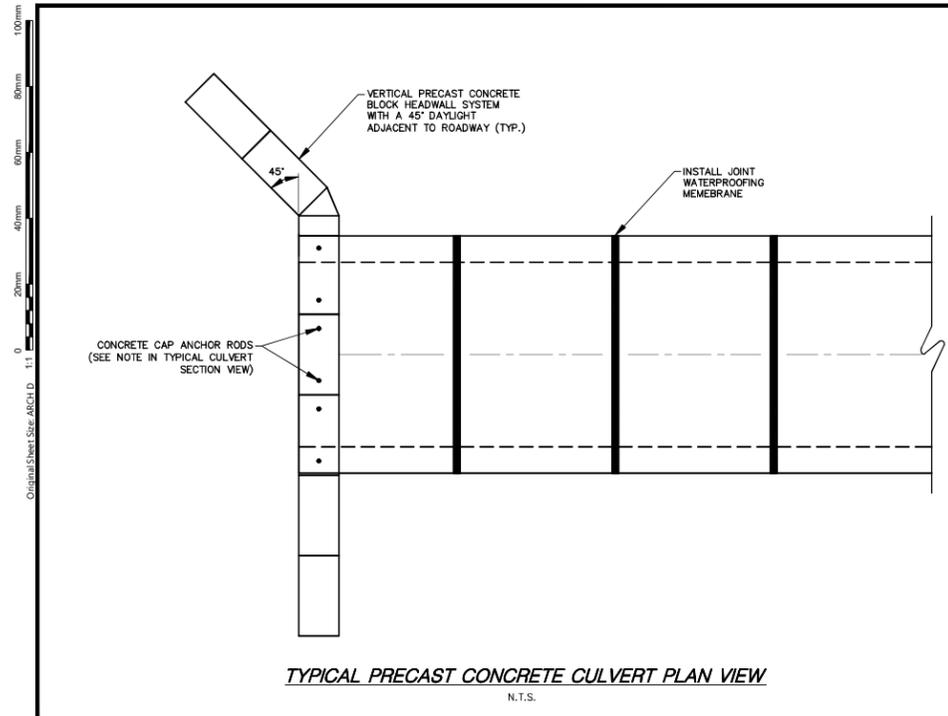
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DATE: JULY 19, 2024	DESIGNED BY: A.B.P.	DRAWN BY: M.J.S.	CHECKED BY: A.B.P.	PROJECT No.: D22-067	SHEET No.: 2 OF 3
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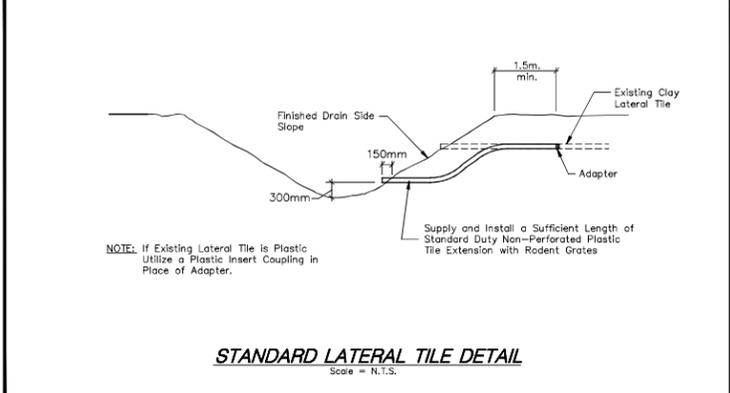
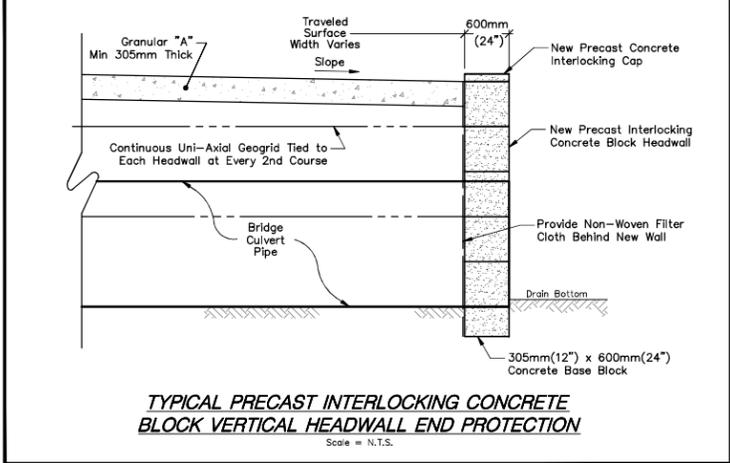
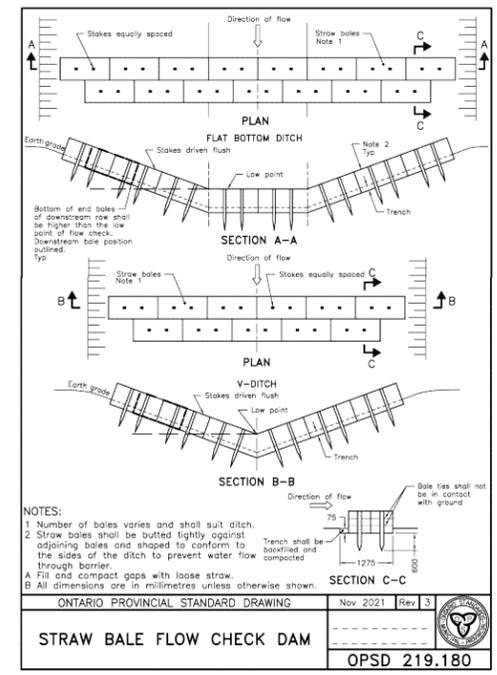
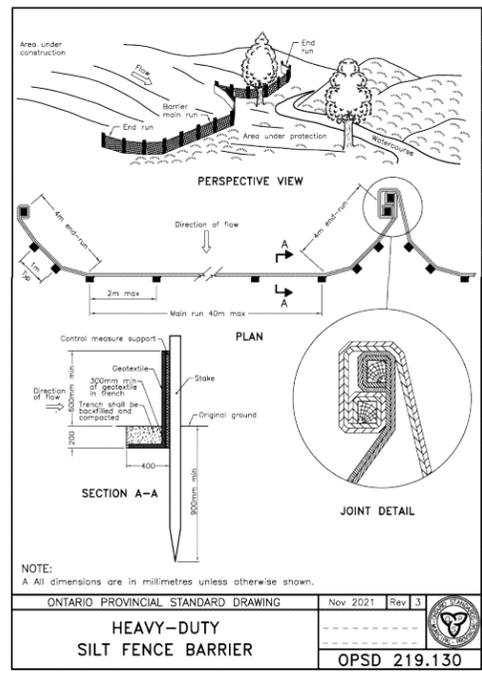
STRUCTURE AND HEADWALL NOTES:

GENERAL NOTES:

1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD.; OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE AND/OR LOCATION SHOWN.
2. ALL DIMENSIONS SHOWN IN METRIC UNLESS NOTED OTHERWISE. PROPERTY LINES ARE APPROXIMATE AND ARE BASED ON THE TOWN OF LAKESHORE GIS AND FIELD SURVEY INFORMATION.
3. CONTRACTOR SHALL VERIFY ALL BURIED SERVICES WITHIN CONSTRUCTION ZONE AND SHALL REMAIN RESPONSIBLE FOR THEIR PROTECTION DURING CONSTRUCTION.
4. THE CONTRACTOR MUST SUBMIT THE FOLLOWING PLANS PRIOR TO CONSTRUCTION: DEMOLITION PLAN (DEBRIS MANAGEMENT PLAN), SEDIMENT AND EROSION CONTROL PLAN, WATER CONTROL PLAN (FLOW CONVEYANCE) AND FISH SALVAGE PLAN TO ERCA (ESSEX REGION CONSERVATION AUTHORITY) AND CONSULTING ENGINEER FOR REVIEW AND APPROVAL.
5. CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS LATEST EDITION FOR CONSTRUCTION PROJECTS. NO WORK TO BE COMMENCED UNTIL ALL APPROVALS ARE IN PLACE.
6. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY NEW CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER AND TO THE SATISFACTION OF THE OWNER.
7. APPROPRIATELY DISPOSE OF ALL SURPLUS MATERIALS AND DEBRIS OFF-SITE.
8. BACKFILL AROUND BOX CULVERT AND WING WALLS WITH GRANULAR MATERIALS AS INDICATED ON DRAWING. COMPACT GRANULAR 'A' MATERIALS TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY. RESPECTIVELY. PLACE FILL AT BOTH SIDES OF THE CULVERT SIMULTANEOUSLY.
9. THE CONTRACTOR MUST PROVIDE THE TOWN AND ENGINEER WITH A MINIMUM OF 48 HOUR NOTICE PRIOR TO COMMENCING ANY WORKS ON THIS PROJECT.
10. CONTRACTOR SHALL INSTALL TEMPORARY SILT FENCE AS PER OPSD 219.130.
11. THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL CONDITIONS AND MEASUREMENTS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE DESIGN ENGINEER BEFORE PROCEEDING WITH THE WORK.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BRACING AS REQUIRED FOR ALIGNMENT, WIND, DEAD LOAD AND EROSION STRESSES.
13. DO NOT EXCEED DEAD LOADS DURING CONSTRUCTION UNLESS SHORING IS PROVIDED BY THE STRUCTURAL DESIGN ENGINEER.
14. ONLY PLANTS CERTIFIED BY CSA STANDARD A23.4 OR G401-14 FOR STRUCTURAL PRECAST OR MEETING OPSD 1821 OR 1801 REQUIREMENTS SHALL DESIGN AND SUPPLY THE STRUCTURAL CULVERT.
15. CULVERT SUPPLIER SHALL BE CERTIFIED BY THE CANADIAN STANDARDS ASSOCIATION IN STRUCTURAL CATEGORY ACCORDING TO CSA A23.4 OR G401-14, SUBMIT STAMPED SHOP DRAWINGS FOR THE CONSULTING ENGINEER'S REVIEW AND APPROVAL.
16. DESIGN CULVERT TO CHBDC REQUIREMENTS. PROVIDE ADDITIONAL REINFORCING AROUND PIPE OPENINGS. SUBMIT CERTIFIED DRAWINGS FOR REVIEW AND APPROVAL.
17. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE FABRICATION DESIGN DRAWINGS. IN THE EVENT OF A CONFLICT WITH THESE DRAWINGS, THE FABRICATION DRAWINGS SHALL GOVERN.

CONCRETE BOX CULVERT & HEADWALL NOTES:

1. CONCRETE - 35 MPA AT 28 DAYS FOR WALLS, CUT OFF WALLS AND SLABS (5 TO 8% AIR ENTRAINMENT), 0.40 WATER/CEMENT RATIO AND 15MPA MUD MAT OR AS SPECIFIED BY THE MANUFACTURER
2. JOINT WATERPROOFING - "MEL-ROL" ROLLED, SELF-ADHESIVE WATERPROOFING MEMBRANE BY W.R. MEADOWS OR APPROVED EQUIVALENT.
3. CONCRETE BLOCK GRAVITY WALL/RETAINING WALL SYSTEM - SHALL CONFORM TO OBC, CHBDC DESIGN CODE & CSA STANDARD. SUBMIT CERTIFIED DRAWINGS TO THE CONSULTING ENGINEERS FOR REVIEW.
4. REINFORCEMENT - GRADE 400R CSA G30.18.
5. GRANULAR MATERIALS - OPSS SPECIFICATIONS BEDDING, COVER AND BACKFILL SHALL BE GRANULAR 'B' (TYPE II) AND/OR GRANULAR 'A' MEETING THE REQUIREMENTS OF OPSS 1010.
6. BACKFILL RECOMMENDATIONS SHALL BE FOLLOWED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION AND MANUFACTURER'S DETAILS.



FOUNDATIONS/FOOTINGS

1. FOOTINGS SHALL BE INSTALLED ON NATURAL UNDISTURBED SOIL CAPABLE OF SUSTAINING BEARING CAPACITIES ESTABLISHED IN THE GEOTECHNICAL EXPLORATIONS FOR EACH STRUCTURE PROVIDED BY THE GEOTECHNICAL FIRM INCLUDED WITHIN THE CONTRACT DOCUMENTS.
2. EXCAVATION TO BE INSPECTED BY A SOIL ENGINEER BEFORE PROCEEDING WITH INSTALLATION OF CONCRETE STRUCTURES AND CONSTRUCTION OF WALL SYSTEM UNLESS OTHERWISE DETERMINED BY THE GEOTECHNICAL ENGINEER
3. TEMPORARY FLOW CONVEYANCE PIPE SHALL BE INSTALLED DURING CULVERT INSTALLATION, AND SHALL BE REMOVED JUST PRIOR TO FINAL BACKFILL AND SUBSTRATE INSTALLATION (SIZE OF PIPE AS DIRECTED BY ENGINEER). CONTRACTOR TO REMAIN RESPONSIBLE FOR MAINTENANCE OF PIPE OPERATION DURING CONSTRUCTION PERIOD.
4. FOR WINTER CONSTRUCTION, SPECIAL CONDITIONS FOR COLD WEATHER CONSTRUCTION MUST BE FOLLOWED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.

THESE DRAWINGS HAVE BEEN REDUCED IN SIZE AND THE SCALE THEREFORE VARIES. FULL SCALE DRAWINGS CAN BE VIEWED AT THE MUNICIPAL OFFICES IF REQUIRED.

PROFESSIONAL ENGINEER
A. B. PERALTA
100138888
2024-07-19
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DATE: JULY 19, 2024
DESIGNED BY: A.B.P. DRAWN BY: M.J.S. CHECKED BY: A.B.P. PROJECT No.: D22-067 SHEET No.: 3 OF 3

APPENDIX "D"

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APPENDIX D-1

Future Maintenance Schedule Entire Drain (Station 0+000.0 to Station 6+949.8)

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FUTURE MAINTENANCE SCHEDULE OF ASSESSMENT

Entire Drain (Station 0+000.0 to Station 6+949.8)

2. ONTARIO LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
	Highway No. 3			38.24	15.475		Ministry of Transportation Ontario	\$ 2,894.00	\$ 8,430.00	\$ 11,324.00
Total on Ontario Lands.....								\$ 2,894.00	\$ 8,430.00	\$ 11,324.00

3. MUNICIPAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
168	County Road 27 West (Cottom Sideroad)			37.36	15.120		County of Essex	\$ 5,544.00	\$ 4,649.00	\$ 10,193.00
	County Road 34 East (Talbot Road)			3.23	1.307		County of Essex	-	\$ 802.00	\$ 802.00
	County Road 23 (Arner Townline)			3.52	1.425		County of Essex	\$ 656.00	\$ 141.00	\$ 797.00
	South Talbot Road			13.34	5.400		Town of Kingsville	\$ 1,128.00	\$ 2,435.00	\$ 3,563.00
	Marsh Sideroad			5.46	2.211		Town of Kingsville	\$ 159.00	\$ 747.00	\$ 906.00
	McCain Sideroad			0.62	0.251		Town of Kingsville	\$ 116.00	\$ 91.00	\$ 207.00
	Road 7 West			4.97	2.010		Town of Kingsville	\$ 926.00	\$ 742.00	\$ 1,668.00
	Clark Street			1.72	0.696		Town of Kingsville	-	\$ 452.00	\$ 452.00
	Lyle Street			1.19	0.482		Town of Kingsville	-	\$ 313.00	\$ 313.00
	Francis Street			2.12	0.859		Town of Kingsville	-	\$ 558.00	\$ 558.00
	William Street			1.93	0.781		Town of Kingsville	-	\$ 507.00	\$ 507.00
	Veriena Boulevard			1.53	0.618		Town of Kingsville	-	\$ 401.00	\$ 401.00
	Dianne Street			0.76	0.306		Town of Kingsville	-	\$ 198.00	\$ 198.00
	Sara Street			0.33	0.135		Town of Kingsville	-	\$ 88.00	\$ 88.00
	Joaney Lane			1.72	0.694		Town of Kingsville	-	\$ 451.00	\$ 451.00
Total on Municipal Lands.....								\$ 8,529.00	\$ 12,575.00	\$ 21,104.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
2	460-00701	6	Pt. Lot 1	0.57	0.57	0.231	Richard & Donna Valenciuk	\$ 53.00	\$ 13.00	\$ 66.00
5	460-00801	6	Pt. Lot 2	1.18	1.18	0.478	John & Nancy Stitzinger	\$ 110.00	\$ 37.00	\$ 147.00
6	460-00802	6	Pt. Lot 2	1.07	1.07	0.433	Paul & Corinne Molle	\$ 100.00	\$ 39.00	\$ 139.00
8	460-00910	6	Pt. of Lot 2	0.62	0.62	0.251	Joseph & Christine Parent	\$ 58.00	\$ 32.00	\$ 90.00
9	460-00911	6	Pt. Lot 2	0.70	0.70	0.283	Mark Hall & Melissa Weidon	\$ 65.00	\$ 31.00	\$ 96.00
13	460-01210	6	Pt. Lot 4	1.00	1.00	0.405	Shelley Moody	\$ 93.00	\$ 75.00	\$ 168.00
15	460-01301	6	Pt. Lot 4	1.63	1.63	0.660	Amber Norman & Trevor Maheux	\$ 152.00	\$ 108.00	\$ 260.00
17	460-01501	6	Pt. Lot 6	0.92	0.92	0.372	Henry & Megan Lumley	\$ 86.00	\$ 60.00	\$ 146.00
19	460-01505	6	Pt. Lot 5	1.11	1.11	0.449	Arthur Brown	\$ 103.00	\$ 80.00	\$ 183.00
31	490-02000	6	Pt. Lot 8	0.40	0.40	0.162	Donna Merritt	\$ 37.00	\$ 22.00	\$ 59.00
36	500-00102	7	Pt. Lot 7	1.97	1.97	0.797	Lloyd & Catherine Ferguson	\$ -	\$ 194.00	\$ 194.00
38	500-00200	7	Pt. Lot 7	1.12	1.12	0.453	Tyler Menard & Elizabeth Jeffery	\$ 92.00	\$ 107.00	\$ 199.00
39	500-00201	7	Pt. Lot 6	0.67	0.67	0.271	Dorothy Davison	\$ 62.00	\$ 58.00	\$ 120.00
41	500-00300	7	Pt. Lot 6	1.26	1.26	0.510	Philip Keele & Quina Bartoli	\$ 117.00	\$ 104.00	\$ 221.00
44	500-00501	7	Pt. Lot 6	1.52	1.52	0.615	David & Debbie Alexander	\$ 142.00	\$ 134.00	\$ 276.00
45	500-00600	7	Pt. Lot 6	1.00	1.00	0.405	Benjamin & Kaitlyn Watson	\$ 93.00	\$ 78.00	\$ 171.00
47	500-00800	7	Pt. Lot 5	1.20	1.20	0.486	Kari Barnett	\$ 112.00	\$ 64.00	\$ 176.00
50	500-01050	7	Pt. Lot 4	1.22	1.22	0.494	Jennifer & Michael Dinchik	\$ 93.00	\$ 60.00	\$ 153.00
52	500-01150	7	Pt. Lot 3	0.47	0.47	0.190	Dawne Grado	\$ 44.00	\$ 22.00	\$ 66.00
53	500-01201	7	Pt. Lot 3	2.47	2.47	1.000	Daniel & Nina Lavin	\$ 230.00	\$ 75.00	\$ 305.00
55	500-01300	7	Pt. Lot 3	0.91	0.91	0.368	Nina Civitarese & Daniel Bouliane	\$ 85.00	\$ 38.00	\$ 123.00
57	500-01500	7	Pt. Lot 2	4.99	4.99	2.019	Douglas & Andrea Pisciotto	\$ 401.00	\$ 121.00	\$ 522.00
59	500-01610	7	Pt. Lot 2	0.57	0.57	0.231	Ruth Battersby	\$ 53.00	\$ 17.00	\$ 70.00
60	500-01700	7	Pt. Lot 2	0.34	0.34	0.138	Dale & Betty Steed	\$ 32.00	\$ 15.00	\$ 47.00
62	500-01900	7	Pt. Lot 1	1.00	1.00	0.405	Michael & Constance Mulholland	\$ 4.00	\$ 26.00	\$ 30.00
67	500-03400	7	Pt. Lot 7	1.00	1.00	0.405	Kevin Darmon	\$ -	\$ 86.00	\$ 86.00
68	500-03500	7	Pt. Lot 7	2.30	2.30	0.931	James & Diane Ferguson	\$ -	\$ 203.00	\$ 203.00
69	560-00101	STR	Pt. Lot 269	6.73	6.73	2.724	Gary & Laurie Taveirne	\$ -	\$ 321.00	\$ 321.00
70	560-00400	STR	Pt. Lot 267	0.91	0.91	0.368	John & Diane Bachtold	\$ 85.00	\$ 52.00	\$ 137.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
74	560-00800	STR	Pt. Lot 267	0.57	0.57	0.231	Diane Bachtold & Alysa Gould	\$ 53.00	\$ 43.00	\$ 96.00
75	560-00801	STR	Pt. Lot 268	0.86	0.86	0.348	Barbara Van Grinsven	\$ 80.00	\$ 53.00	\$ 133.00
76	560-00890	STR	Pt. Lot 268	1.03	1.03	0.417	Andrea Nikita	\$ 96.00	\$ 52.00	\$ 148.00
80	560-01117	STR	Pt. Lot 269	0.21	0.21	0.085	Neil Arner	-	\$ 17.00	\$ 17.00
81	560-01119	STR	Pt. Lot 269	0.17	0.17	0.069	David Krahn	-	\$ 17.00	\$ 17.00
82	560-01121	STR	Pt. Lot 269	0.17	0.17	0.069	Terry Ramsay & Amy Wiper	-	\$ 17.00	\$ 17.00
83	560-01123	STR	Pt. Lot 269	0.20	0.20	0.081	Heidi & Paul Harnish	-	\$ 17.00	\$ 17.00
84	560-01125	STR	Pt. Lot 269	0.33	0.33	0.134	Cameron & Grace Fast	-	\$ 23.00	\$ 23.00
85	560-01127	STR	Pt. Lot 269	0.34	0.34	0.138	Antonio & Sheila Lopetrone	-	\$ 23.00	\$ 23.00
86	560-01129	STR	Pt. Lot 269	0.19	0.19	0.077	Trevor & Kari Smith	-	\$ 17.00	\$ 17.00
87	560-01131	STR	Pt. Lot 269	0.17	0.17	0.069	Steven & Mckenzee Chortos	-	\$ 17.00	\$ 17.00
88	560-01133	STR	Pt. Lot 269	0.17	0.17	0.069	Jason Clark & Amanda Middleton	-	\$ 17.00	\$ 17.00
89	560-01135	STR	Pt. Lot 269	0.21	0.21	0.085	Michael & Tina O'Connor	-	\$ 18.00	\$ 18.00
90	560-01137	STR	Pt. Lot 269	0.21	0.21	0.085	Eric & Amanda Noel	-	\$ 18.00	\$ 18.00
91	560-01200	STR	Pt. Lot 269	0.17	0.17	0.069	Wilhelm & Jessica Loewen	-	\$ 17.00	\$ 17.00
93	560-01234	STR	Pt. Lot 269	0.21	0.21	0.085	Carlos Correa & Gloria Arango	-	\$ 18.00	\$ 18.00
94	560-01236	STR	Pt. Lot 269	0.18	0.18	0.073	Benjamin & Melissa Fischer	-	\$ 18.00	\$ 18.00
95	560-01238	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Sharon Birch	-	\$ 17.00	\$ 17.00
96	560-01240	STR	Pt. Lot 269	0.28	0.28	0.113	Alexander & Jamesina Keeney	-	\$ 24.00	\$ 24.00
97	560-01242	STR	Pt. Lot 269	0.26	0.26	0.105	David & Toni Curtis	-	\$ 21.00	\$ 21.00
98	560-01244	STR	Pt. Lot 269	0.31	0.31	0.125	Nancy Garraway & John Etue	-	\$ 22.00	\$ 22.00
99	560-01246	STR	Pt. Lot 269	0.16	0.16	0.065	Al Langstaff	-	\$ 16.00	\$ 16.00
100	560-01248	STR	Pt. Lot 269	0.17	0.17	0.069	Maninder Brar & Prabhjeet Kaur	-	\$ 17.00	\$ 17.00
101	560-01249	STR	Pt. Lot 269	0.21	0.21	0.085	Virginia Deman & The Canada Trust Company	-	\$ 18.00	\$ 18.00
102	560-01252	STR	Pt. Lot 269	0.18	0.18	0.073	Connie Bilton	-	\$ 18.00	\$ 18.00
103	560-01254	STR	Pt. Lot 269	0.17	0.17	0.069	Michael & Rita Beaulé	-	\$ 17.00	\$ 17.00
104	560-01256	STR	Pt. Lot 269	0.17	0.17	0.069	Keith Cullin	-	\$ 17.00	\$ 17.00
105	560-01258	STR	Pt. Lot 269	0.22	0.22	0.089	Brian Mitchell & Jane Harley	-	\$ 22.00	\$ 22.00
106	560-01260	STR	Pt. Lot 269	0.26	0.26	0.105	Mario & Sonia Mendes	-	\$ 21.00	\$ 21.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
107	560-01262	STR	Pt. Lot 269	0.28	0.28	0.113	Fredy & Corin Menjivar	\$ -	\$ 24.00	\$ 24.00
108	560-01264	STR	Pt. Lot 269	0.22	0.22	0.089	Douglas Dalpe	\$ -	\$ 22.00	\$ 22.00
109	560-01266	STR	Pt. Lot 269	0.17	0.17	0.069	Santino Viselli & Megan Manchester	\$ -	\$ 17.00	\$ 17.00
110	560-01268	STR	Pt. Lot 269	0.17	0.17	0.069	Irene Stewart	\$ -	\$ 17.00	\$ 17.00
111	560-01270	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Lindsay Jatonna	\$ -	\$ 18.00	\$ 18.00
112	560-01310	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher South & Maegan Ferranti	\$ -	\$ 17.00	\$ 17.00
113	560-01312	STR	Pt. Lot 269	0.17	0.17	0.069	Justin & Sarah Snelgrove	\$ -	\$ 17.00	\$ 17.00
114	560-01314	STR	Pt. Lot 269	0.20	0.20	0.081	Crystal Hudon & Michael Bondy	\$ -	\$ 17.00	\$ 17.00
115	560-01316	STR	Pt. Lot 269	0.22	0.22	0.089	Tyler & Patricia Driedger	\$ -	\$ 18.00	\$ 18.00
116	560-01318	STR	Pt. Lot 269	0.15	0.15	0.061	Edward & Brenda Ryall	\$ -	\$ 23.00	\$ 23.00
117	560-01320	STR	Pt. Lot 269	0.16	0.16	0.065	James & Nicole Bradley	\$ -	\$ 16.00	\$ 16.00
118	560-01322	STR	Pt. Lot 269	0.21	0.21	0.085	Kevin Anderson & Michele Lowe	\$ -	\$ 17.00	\$ 17.00
119	560-01324	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Desramaux & Megan Watson	\$ -	\$ 17.00	\$ 17.00
120	560-01326	STR	Pt. Lot 269	0.20	0.20	0.081	Bker & Zelia Abdulkader	\$ -	\$ 17.00	\$ 17.00
121	560-01328	STR	Pt. Lot 269	0.19	0.19	0.077	Peter Millar & Jaclyn Garant	\$ -	\$ 17.00	\$ 17.00
122	560-01330	STR	Pt. Lot 269	0.12	0.12	0.049	Cottam Solar Limited	\$ -	\$ 11.00	\$ 11.00
123	560-01334	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
124	560-01336	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 19.00	\$ 19.00
125	560-01338	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 19.00	\$ 19.00
126	560-01340	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
127	560-01342	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
128	560-01343	STR	Pt. Lot 269	0.06	0.06	0.024	Cottam Solar Limited	\$ -	\$ 5.00	\$ 5.00
129	560-01344	STR	Pt. Lot 269	0.22	0.22	0.089	Cottam Solar Limited	\$ -	\$ 20.00	\$ 20.00
130	560-01345	STR	Pt. Lot 269	0.30	0.30	0.121	Cottam Solar Limited	\$ -	\$ 27.00	\$ 27.00
131	560-01346	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
132	560-01348	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 19.00	\$ 19.00
133	560-01350	STR	Pt. Lot 269	0.31	0.31	0.125	Cottam Solar Limited	\$ -	\$ 28.00	\$ 28.00
134	560-01352	STR	Pt. Lot 269	0.34	0.34	0.138	Cottam Solar Limited	\$ -	\$ 30.00	\$ 30.00
135	560-01354	STR	Pt. Lot 269	0.27	0.27	0.109	Cottam Solar Limited	\$ -	\$ 24.00	\$ 24.00
136	560-01356	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 19.00	\$ 19.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
137	560-01358	STR	Pt. Lot 269	0.25	0.25	0.101	Cottam Solar Limited	\$ -	\$ 22.00	\$ 22.00
138	560-01360	STR	Pt. Lot 269	0.20	0.20	0.081	Cottam Solar Limited	\$ -	\$ 18.00	\$ 18.00
139	560-01362	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
140	560-01364	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
141	560-01366	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
142	560-01368	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
143	560-01370	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
144	560-01372	STR	Pt. Lot 269	0.20	0.20	0.081	Christian Fairey & Hailee Mathies	\$ -	\$ 17.00	\$ 17.00
145	560-01374	STR	Pt. Lot 269	0.18	0.18	0.073	Mary Chapman & Wayne Roy	\$ -	\$ 18.00	\$ 18.00
146	560-01376	STR	Pt. Lot 269	0.18	0.18	0.073	Amy & Robert Purdy	\$ -	\$ 18.00	\$ 18.00
147	560-01378	STR	Pt. Lot 269	0.18	0.18	0.073	Anthony & Sarah Querin	\$ -	\$ 18.00	\$ 18.00
148	560-01380	STR	Pt. Lot 269	0.18	0.18	0.073	Norman Davison & Stephen Laurie	\$ -	\$ 18.00	\$ 18.00
149	560-01382	STR	Pt. Lot 269	0.20	0.20	0.081	Danielle Oles	\$ -	\$ 17.00	\$ 17.00
150	560-02390	STR	Pt. Lot 269	0.17	0.17	0.069	Randy & Lori Duhig	\$ -	\$ 17.00	\$ 17.00
151	560-02400	STR	Pt. Lot 269	0.17	0.17	0.069	Allan & Laura Gagne	\$ -	\$ 17.00	\$ 17.00
152	560-02401	M100	Lot 25	0.34	0.34	0.138	Curtis Bishop	\$ -	\$ 23.00	\$ 23.00
153	560-02402	M100	Lot 24	0.30	0.30	0.121	Wanda Hayes	\$ -	\$ 21.00	\$ 21.00
154	560-02403	M100	Lot 23	0.28	0.28	0.113	Ivan Dets	\$ -	\$ 24.00	\$ 24.00
155	560-02404	M100	Lot 22	0.24	0.24	0.097	Ronald & Debra Mitchell	\$ -	\$ 15.00	\$ 15.00
156	560-02405	M100	Lot 21	0.17	0.17	0.069	Daniel Stanley	\$ -	\$ 17.00	\$ 17.00
157	560-02406	M100	Lot 20	0.19	0.19	0.077	Francesco Incitti & Sofia Montgomery	\$ -	\$ 17.00	\$ 17.00
158	560-02407	M100	Lot 19	0.18	0.18	0.073	John & Krista Armaly	\$ -	\$ 18.00	\$ 18.00
159	560-02408	M100	Lot 18	0.18	0.18	0.073	Shelley Schraeder	\$ -	\$ 18.00	\$ 18.00
160	560-02409	M100	Lot 17	0.17	0.17	0.069	Daniel & Twyla St.Louis	\$ -	\$ 17.00	\$ 17.00
161	560-02410	M100	Lot 16	0.17	0.17	0.069	Florin Serbanescu	\$ -	\$ 17.00	\$ 17.00
162	560-02411	M100	Lot 15	0.17	0.17	0.069	James & Cheryl Sagaert	\$ -	\$ 17.00	\$ 17.00
163	560-02412	M100	Lot 28	0.22	0.22	0.089	Neil & Barbara Banman	\$ -	\$ 18.00	\$ 18.00
164	560-02413	M100	Lot 29	0.22	0.22	0.089	Joseph & Susan Schembri	\$ -	\$ 18.00	\$ 18.00
165	560-02416	M100	Lot 32	0.18	0.18	0.073	Ian & Janet Williams	\$ -	\$ 18.00	\$ 18.00
166	560-02417	M100	Lot 33	0.18	0.18	0.073	Anthony Esposito	\$ -	\$ 18.00	\$ 18.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
167	560-02418	M100	Lot 34	0.18	0.18	0.073	Richard & Brenda Summerfield	\$ -	\$ 18.00	\$ 18.00
168	560-02419	M100	Lot 35	0.18	0.18	0.073	Mary Squance	\$ -	\$ 18.00	\$ 18.00
169	560-02420	M100	Lot 36	0.18	0.18	0.073	Carol Montello	\$ -	\$ 18.00	\$ 18.00
170	560-02421	M100	Lot 37	0.18	0.18	0.073	James & Ginger Bogdon	\$ -	\$ 18.00	\$ 18.00
171	560-02422	M100	Lot 38	0.18	0.18	0.073	John & Bonnie Marn	\$ -	\$ 18.00	\$ 18.00
172	560-02423	M100	Lot 14	0.19	0.19	0.077	Johan & Sarah Wiebe	\$ -	\$ 17.00	\$ 17.00
173	560-02424	M100	Lot 13	0.17	0.17	0.069	Joseph Foley & Volha Baranova	\$ -	\$ 17.00	\$ 17.00
174	560-02425	M100	Lot 12	0.17	0.17	0.069	Rojina & Ruth Veeresar	\$ -	\$ 17.00	\$ 17.00
175	560-02426	M100	Lot 11	0.17	0.17	0.069	David & Karen Middleton	\$ -	\$ 17.00	\$ 17.00
176	560-02427	M100	Lot 10	0.17	0.17	0.069	Timothy & Jennine Meloche	\$ -	\$ 17.00	\$ 17.00
177	560-02428	M100	Lot 9	0.17	0.17	0.069	Jason & Sherri Dutot	\$ -	\$ 17.00	\$ 17.00
178	560-02429	M100	Lot 8	0.19	0.19	0.077	Ralph & Veronica Devries	\$ -	\$ 17.00	\$ 17.00
179	560-02430	M100	Lot 7	0.17	0.17	0.069	Donald & Mary Bryant	\$ -	\$ 17.00	\$ 17.00
180	560-02431	M100	Lot 6	0.20	0.20	0.081	David Pereira & Kathleen Dennison	\$ -	\$ 17.00	\$ 17.00
181	560-02432	M100	Lot 5	0.18	0.18	0.073	Becky & Corey Cousseus	\$ -	\$ 18.00	\$ 18.00
182	560-02433	M100	Lot 4	0.18	0.18	0.073	Shannon Dalgleish & Robert Scott	\$ -	\$ 18.00	\$ 18.00
183	560-02434	M100	Lot 3	0.18	0.18	0.073	Timothy & Sherry Rudge	\$ -	\$ 18.00	\$ 18.00
184	560-02435	M100	Lot 2	0.21	0.21	0.085	Cornelio & Anna Fehr	\$ -	\$ 17.00	\$ 17.00
185	560-02436	STR	Pt. Lot 269	0.21	0.21	0.085	Jake Fehr	\$ -	\$ 17.00	\$ 17.00
186	560-02437	STR	Pt. Lot 269	0.17	0.17	0.069	David Barwick & Angela Mulcaster-Boer	\$ -	\$ 17.00	\$ 17.00
187	560-02438	STR	Pt. Lot 269	0.17	0.17	0.069	Steven Moon & Gail Donais	\$ -	\$ 17.00	\$ 17.00
188	560-02439	STR	Pt. Lot 269	0.17	0.17	0.069	Gerald & Tammy Poirier	\$ -	\$ 17.00	\$ 17.00
189	560-02440	STR	Pt. Lot 269	0.17	0.17	0.069	Jeffrey & Amanda Ferreira	\$ -	\$ 17.00	\$ 17.00
190	560-02441	STR	Pt. Lot 269	0.21	0.21	0.085	Steven & Cynthia Ghikadis	\$ -	\$ 17.00	\$ 17.00
191	560-02442	STR	Pt. Lot 269	0.20	0.20	0.081	William & Sarah Smith	\$ -	\$ 17.00	\$ 17.00
192	560-02443	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Shannon Belleau	\$ -	\$ 17.00	\$ 17.00
193	560-02444	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Shelby Wilkins	\$ -	\$ 17.00	\$ 17.00
194	560-02445	STR	Pt. Lot 269	0.19	0.19	0.077	Chad Gray	\$ -	\$ 17.00	\$ 17.00
195	560-02446	STR	Pt. Lot 269	0.19	0.19	0.077	Gary & Patricia Bain	\$ -	\$ 17.00	\$ 17.00
196	560-02447	STR	Pt. Lot 269	0.19	0.19	0.077	Herbert Bernhardt & Kathleen Sauter	\$ -	\$ 17.00	\$ 17.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
197	560-02448	STR	Pt. Lot 269	0.19	0.19	0.077	Douglas & Ann Sabga	\$ -	\$ 17.00	\$ 17.00
198	560-02449	STR	Pt. Lot 269	0.19	0.19	0.077	Jacob Hildebrant & Helen Boldt	\$ -	\$ 17.00	\$ 17.00
199	560-02450	STR	Pt. Lot 269	0.19	0.19	0.077	David & Sabrina Green	\$ -	\$ 17.00	\$ 17.00
200	560-02451	STR	Pt. Lot 269	0.20	0.20	0.081	Kyle Sayers	\$ -	\$ 17.00	\$ 17.00
201	560-02452	STR	Pt. Lot 269	0.21	0.21	0.085	Gregory Anger & Samantha Tofflemire	\$ -	\$ 17.00	\$ 17.00
202	560-02453	STR	Pt. Lot 269	0.21	0.21	0.085	Wayne & Ellen Hyland	\$ -	\$ 17.00	\$ 17.00
203	560-02454	STR	Pt. Lot 269	0.20	0.20	0.081	Charles & Jennifer Tiiden	\$ -	\$ 17.00	\$ 17.00
204	560-02455	STR	Pt. Lot 269	0.20	0.20	0.081	Faye St. Pierre	\$ -	\$ 17.00	\$ 17.00
205	560-02456	STR	Pt. Lot 269	0.20	0.20	0.081	Dave & Sue Maedel	\$ -	\$ 17.00	\$ 17.00
206	560-02457	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Mercer & Luwana Mealing-Mercer	\$ -	\$ 17.00	\$ 17.00
207	560-02458	STR	Pt. Lot 269	0.20	0.20	0.081	Robert & Laura Kapetanov	\$ -	\$ 17.00	\$ 17.00
208	560-02459	STR	Pt. Lot 269	0.20	0.20	0.081	Ismael Oozeer & Bodeha Booze-Oozeer	\$ -	\$ 17.00	\$ 17.00
209	560-02460	STR	Pt. Lot 269	0.24	0.24	0.097	Patrick & Debra Brophy	\$ -	\$ 16.00	\$ 16.00
210	560-02461	STR	Pt. Lot 269	0.34	0.34	0.138	Harry & Bonnie Terzopoulos	\$ -	\$ 23.00	\$ 23.00
211	560-02462	STR	Pt. Lot 269	0.18	0.18	0.073	Dean & Sandra Pearson	\$ -	\$ 18.00	\$ 18.00
212	560-02463	STR	Pt. Lot 269	0.23	0.23	0.093	Keith & Elizabeth Cornell	\$ -	\$ 15.00	\$ 15.00
213	560-02464	STR	Pt. Lot 269	0.17	0.17	0.069	Joshua & Michelle Weeks	\$ -	\$ 17.00	\$ 17.00
214	560-02465	STR	Pt. Lot 269	0.17	0.17	0.069	Victoria Davison & John Hunter	\$ -	\$ 17.00	\$ 17.00
215	560-02466	STR	Pt. Lot 269	0.20	0.20	0.081	Shawn & Angie Couvillon	\$ -	\$ 17.00	\$ 17.00
216	560-02467	STR	Pt. Lot 269	0.24	0.24	0.097	Donald & Kailyn Neal	\$ -	\$ 16.00	\$ 16.00
217	560-02468	STR	Pt. Lot 269	0.24	0.24	0.097	Michael Richmond & Andrea Balkwill	\$ -	\$ 16.00	\$ 16.00
218	560-02469	STR	Pt. Lot 269	0.24	0.24	0.097	Dwane & Suzanne Osborne	\$ -	\$ 16.00	\$ 16.00
219	560-02470	STR	Pt. Lot 269	0.17	0.17	0.069	Brian Cinat & Karlea Beresh	\$ -	\$ 17.00	\$ 17.00
220	560-02471	STR	Pt. Lot 269	0.18	0.18	0.073	Glenn & Karen Quinlan	\$ -	\$ 18.00	\$ 18.00
221	560-02472	STR	Pt. Lot 269	0.18	0.18	0.073	Florence Rivest	\$ -	\$ 18.00	\$ 18.00
222	560-02473	STR	Pt. Lot 269	0.19	0.19	0.077	Dina Pantoja & Oscar Molina	\$ -	\$ 17.00	\$ 17.00
223	560-02474	STR	Pt. Lot 269	0.19	0.19	0.077	August & Lorrie Hoekstra	\$ -	\$ 17.00	\$ 17.00
224	560-02475	STR	Pt. Lot 269	0.19	0.19	0.077	Dennis & Catherine Dugdale	\$ -	\$ 17.00	\$ 17.00
225	560-02476	STR	Pt. Lot 269	0.19	0.19	0.077	Karen Allen	\$ -	\$ 17.00	\$ 17.00
226	560-02477	STR	Pt. Lot 269	0.19	0.19	0.077	Timothy Kelly & Shannon Dubai-Kelly	\$ -	\$ 17.00	\$ 17.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
227	560-02478	STR	Pt. Lot 269	0.19	0.19	0.077	Brandon Sonoski & Shania Taylor	\$ -	\$ 17.00	\$ 17.00
228	560-02479	STR	Pt. Lot 269	0.19	0.19	0.077	Jason & Andrea Powell	\$ -	\$ 17.00	\$ 17.00
229	560-02480	STR	Pt. Lot 269	0.19	0.19	0.077	Tarcisio & Mary-Jo Morassut	\$ -	\$ 17.00	\$ 17.00
230	560-02481	STR	Pt. Lot 269	0.19	0.19	0.077	Salvatore Peralta & Carlee Fleming	\$ -	\$ 17.00	\$ 17.00
231	560-02482	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Annette Gabriele	\$ -	\$ 17.00	\$ 17.00
232	560-02483	STR	Pt. Lot 269	0.25	0.25	0.101	Linda Fick & Nancy Kujawski	\$ -	\$ 16.00	\$ 16.00
233	560-02484	STR	Pt. Lot 269	0.22	0.22	0.089	Denis Sterling	\$ -	\$ 18.00	\$ 18.00
234	560-02485	STR	Pt. Lot 269	0.20	0.20	0.081	Jacob & Helena Froese	\$ -	\$ 17.00	\$ 17.00
235	560-02486	STR	Pt. Lot 269	0.20	0.20	0.081	Steven & Diane Doyle	\$ -	\$ 17.00	\$ 17.00
236	560-02487	STR	Pt. Lot 269	0.20	0.20	0.081	Derek & Diane Cameron	\$ -	\$ 17.00	\$ 17.00
237	560-02488	STR	Pt. Lot 269	0.18	0.18	0.073	Cindy Mills	\$ -	\$ 18.00	\$ 18.00
238	560-02489	STR	Pt. Lot 269	0.18	0.18	0.073	Mark & Tammy Clifford	\$ -	\$ 18.00	\$ 18.00
239	560-02490	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Helga Bondy	\$ -	\$ 18.00	\$ 18.00
240	560-02491	STR	Pt. Lot 269	0.18	0.18	0.073	Richard Ferrato	\$ -	\$ 18.00	\$ 18.00
241	560-02492	STR	Pt. Lot 269	0.20	0.20	0.081	Randy & Tracey Baillargeon	\$ -	\$ 17.00	\$ 17.00
242	560-02493	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Julie Wilson	\$ -	\$ 17.00	\$ 17.00
243	560-02494	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Melissa Langis	\$ -	\$ 17.00	\$ 17.00
244	560-02495	STR	Pt. Lot 269	0.19	0.19	0.077	David & Irene Doody	\$ -	\$ 17.00	\$ 17.00
245	560-02496	STR	Pt. Lot 269	0.19	0.19	0.077	William & Natalie Simon	\$ -	\$ 17.00	\$ 17.00
246	560-02497	STR	Pt. Lot 269	0.22	0.22	0.089	Craig & Jennifer Newman	\$ -	\$ 18.00	\$ 18.00
247	560-02498	STR	Pt. Lot 269	0.29	0.29	0.117	Lizabeth Matte	\$ -	\$ 25.00	\$ 25.00
248	560-02499	STR	Pt. Lot 269	0.17	0.17	0.069	Richard Dunn	\$ -	\$ 17.00	\$ 17.00
249	560-02500	M100	Lot 1	0.36	0.36	0.146	William & Cheryl Carmichael	\$ -	\$ 26.00	\$ 26.00
250	560-02501	STR	Pt. Lot 269	0.19	0.19	0.077	Derek & Kristen Freeman	\$ -	\$ 17.00	\$ 17.00
251	560-02503	STR	Pt. Lot 269	0.17	0.17	0.069	Dean & Patricia Dame	\$ -	\$ 17.00	\$ 17.00
252	560-02504	STR	Pt. Lot 269	0.17	0.17	0.069	Arthur Delaney	\$ -	\$ 17.00	\$ 17.00
253	560-02505	STR	Pt. Lot 269	0.17	0.17	0.069	Ted & Carleen Hunter	\$ -	\$ 17.00	\$ 17.00
254	560-02506	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Lynn Higgins	\$ -	\$ 17.00	\$ 17.00
255	560-02507	STR	Pt. Lot 269	0.17	0.17	0.069	Coreen Sykes & Paul Epp	\$ -	\$ 17.00	\$ 17.00
256	560-02508	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher & Mallory Branov	\$ -	\$ 17.00	\$ 17.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
257	560-02509	STR	Pt. Lot 269	0.17	0.17	0.069	Andy & Christine Faraci	\$ -	\$ 17.00	\$ 17.00
258	560-02510	STR	Pt. Lot 269	0.17	0.17	0.069	Margaret Mccord	\$ -	\$ 17.00	\$ 17.00
259	560-02511	STR	Pt. Lot 269	0.17	0.17	0.069	Erin Livingston	\$ -	\$ 17.00	\$ 17.00
260	560-02512	STR	Pt. Lot 269	0.17	0.17	0.069	Ronan & Melanie Oliver	\$ -	\$ 17.00	\$ 17.00
261	560-02513	STR	Pt. Lot 269	0.17	0.17	0.069	John & Carol Quinn	\$ -	\$ 17.00	\$ 17.00
262	560-02600	TRS	Pt. Lot 269	0.49	0.49	0.198	Ricky & Brenda Garant	\$ -	\$ 31.00	\$ 31.00
263	560-02601	STR	Pt. Lot 269	0.35	0.35	0.142	Kenneth & Rosemary Roadhouse	\$ -	\$ 25.00	\$ 25.00
264	560-02620	STR	Pt. Lot 269	0.39	0.39	0.158	Maria Klaas	\$ -	\$ 18.00	\$ 18.00
266	560-02660	STR	Pt. Lot 269	2.07	2.07	0.838	Town of Kingsville	\$ -	\$ 94.00	\$ 94.00
267	560-02700	STR	Pt. Lot 269	0.64	0.64	0.259	Gary & Maria Klaas	\$ -	\$ 35.00	\$ 35.00
269	560-02900	TRS	Pt. Lot 269	0.54	0.54	0.219	David Parise & Ryan McLeod	\$ -	\$ 46.00	\$ 46.00
270	560-02901	STR	Pt. Lot 268	0.46	0.46	0.186	Essex County Community Living	\$ -	\$ 36.00	\$ 36.00
271	560-02902	STR	Pt. Lot 268	0.46	0.46	0.186	John & Michelle Ivanisko	\$ -	\$ 36.00	\$ 36.00
273	560-03001	STR	Pt. Lot 268	0.83	0.83	0.336	Dennis Mostoway & Dawn Reaume	\$ -	\$ 52.00	\$ 52.00
274	560-03100	STR	Pt. Lot 268	1.00	1.00	0.405	Mark Voligny & Michelle Winger	\$ -	\$ 62.00	\$ 62.00
275	560-03101	STR	Pt. Lot 268	0.69	0.69	0.279	Preston Harris & Germaine Gould	\$ -	\$ 55.00	\$ 55.00
277	560-03300	STR	Pt. Lot 268	1.89	1.89	0.765	Beverley & Kristine Iles	\$ -	\$ 99.00	\$ 99.00
278	560-03350	STR	Pt. Lot 268	0.46	0.46	0.186	Pedro & Aganetha Dyck	\$ -	\$ 30.00	\$ 30.00
282	560-03520	STR	Lot 268	1.24	1.24	0.502	Nicholas & Erin Haynes	\$ -	\$ 67.00	\$ 67.00
285	560-03800	STR	Pt. Lot 267	0.48	0.48	0.194	Peter & Elizabeth Peters	\$ -	\$ 34.00	\$ 34.00
286	560-03900	TRS	Pt. Lot 267	0.42	0.42	0.170	Cody Haynes	\$ -	\$ 30.00	\$ 30.00
288	560-04100	STR	Pt. Lot 267	0.75	0.75	0.304	Rita & Ralph Wigle	\$ -	\$ 43.00	\$ 43.00
Total on Privately Owned - Non-Agricultural Lands.....								\$ 2,731.00	\$ 6,445.00	\$ 9,176.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
1	460-00700	6	Pt. Lot 1	50.00	25.00	10.117	Andre & Colette Cazabon	\$ 350.00	\$ 164.00	\$ 514.00
3	460-00702	6	Pt. Lot 1	49.03	49.03	19.842	Richard & Donna Valenciuk	\$ 1,331.00	\$ 349.00	\$ 1,680.00
4	460-00800	6	Pt. Lot 2	47.29	32.29	13.068	Burstyn Farms Ltd.	\$ 413.00	\$ 186.00	\$ 599.00
7	460-00900	6	Pt. Lot 2	48.20	33.20	13.436	Matthew Hyland	\$ 458.00	\$ 191.00	\$ 649.00
10	460-01000	6	Pt. Lot 3	99.54	14.54	5.884	Stephen Ferguson	\$ 477.00	\$ 282.00	\$ 759.00
12	460-01200	6	Pt. Lot 4	49.60	20.10	8.134	Joslyne Rizza	\$ 473.00	\$ 389.00	\$ 862.00
14	460-01300	6	Pt. Lot 4	97.91	17.91	7.248	Lawrence & Joseph Miehls	\$ 437.00	\$ 389.00	\$ 826.00
16	460-01400	6	Pt. Lot 5	99.55	19.95	8.074	Ronald & Karen Kendrick	\$ 505.00	\$ 457.00	\$ 962.00
18	460-01504	6	Pt. Lot 5	49.47	8.94	3.618	Edward Ross	\$ 206.00	\$ 208.00	\$ 414.00
20	460-01511	6	Pt. Lot 5	50.58	10.05	4.067	Edward Ross	\$ 255.00	\$ 248.00	\$ 503.00
21	460-01600	6	Pt. Lot 6	98.53	18.53	7.499	Davin & Nicole Kendrick	\$ 462.00	\$ 572.00	\$ 1,034.00
22	460-01700	6	Pt. Lot 6	49.08	20.00	8.094	Henry Renaud	\$ 508.00	\$ 617.00	\$ 1,125.00
23	490-00800	6	Pt. Lots 8 & 9	200.00	102.00	41.279	Milton Hillier	\$ 1,144.00	\$ 1,749.00	\$ 2,893.00
24	490-01300	7	Pt. Lot 8	50.00	50.00	20.235	James Ferguson	\$ 1,185.00	\$ 785.00	\$ 1,970.00
25	490-01400	7	Pt. Lot 8	40.00	40.00	16.188	James & Diane Ferguson	\$ -	\$ 683.00	\$ 683.00
26	490-01500	7	Pt. Lot 8	62.59	41.00	16.592	Brent & Michelle Ramsay	\$ -	\$ 669.00	\$ 669.00
27	490-01700	7	Pt. Lot 9	54.69	54.69	22.133	Donna & Steven Merritt	\$ 164.00	\$ 857.00	\$ 1,021.00
28	490-01800	7	Pt. Lots 9 and 10	59.71	59.71	24.164	Donna & Steven Merritt	\$ 1,467.00	\$ 1,073.00	\$ 2,540.00
29	490-01900	6	Pt. Lot 7	97.51	14.00	5.666	Neil & Sharla Ferguson	\$ 538.00	\$ 257.00	\$ 795.00
32	490-02100	6	Pt. Lot 8	66.70	34.70	14.043	Dorothy & Laurence Merritt	\$ 447.00	\$ 660.00	\$ 1,107.00
33	490-02200	6	Pt. Lot 8	1.37	1.37	0.554	Laurence & Dorothy Merritt	\$ 59.00	\$ 84.00	\$ 143.00
34	490-02300	6	Lot 9 & Pt. Lot 10	103.25	66.25	26.811	Stevan Barisic	\$ 842.00	\$ 1,308.00	\$ 2,150.00
35	500-00101	7	Pt. Lot 7	44.73	44.73	18.102	Cottam Radiator Ltd. & James Ferguson	\$ 585.00	\$ 1,269.00	\$ 1,854.00
37	500-00150	7	Pt. Lot 7	50.59	25.50	10.320	James & Jeannette Sylvestre	\$ 290.00	\$ 705.00	\$ 995.00
40	500-00250	7	Pt. Lot 7	50.25	24.38	9.866	James Sylvestre	\$ 247.00	\$ 667.00	\$ 914.00
42	500-00400	7	Pt. Lot 6	71.55	50.00	20.235	David & Debbie Alexander	\$ 332.00	\$ 1,294.00	\$ 1,626.00
43	500-00500	7	Pt. Lot 6	88.47	88.47	35.803	David & Jason Alexander	\$ 609.00	\$ 2,236.00	\$ 2,845.00
46	500-00700	7	Pt. Lot 5	48.70	48.70	19.709	Richard & Phylliss Barnett	\$ 473.00	\$ 1,145.00	\$ 1,618.00
48	500-00900	7	Pt. Lot 5	25.00	25.00	10.117	Michael & Patricia Hamlin	\$ 576.00	\$ 756.00	\$ 1,332.00
49	500-01000	7	Pt. Lot 4	120.49	86.00	34.804	Robert & Jerry Vriesacker	\$ 1,122.00	\$ 1,406.00	\$ 2,528.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable): *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
51	500-01100	7	Pt. Lot 3	50.00	50.00	20.235	Brian & Dorene Lester	\$ 572.00	\$ 595.00	\$ 1,167.00
54	500-01202	7	Pt. Lot 3	46.85	46.85	18.960	Karen & Adam Schmitchen	\$ 406.00	\$ 610.00	\$ 1,016.00
56	500-01400	7	Pt. Lot 2	45.00	45.00	18.211	Bradley & Ruth Salter	\$ 380.00	\$ 518.00	\$ 898.00
58	500-01600	7	Pt. Lot 2	24.18	24.18	9.786	Sharon & Eric Mulcaster	\$ 252.00	\$ 244.00	\$ 496.00
61	500-01800	7	Pt. Lots 1 & 2	48.00	42.00	16.997	Todd Gee & Kelly Dunn	\$ 557.00	\$ 349.00	\$ 906.00
63	500-02900	7	Pt. Lot 5	74.48	56.50	22.865	Robert & David Alexander	-	\$ 1,161.00	\$ 1,161.00
64	500-03000	7	Pt. Lot 5	47.93	28.17	11.400	Donald & Cora Bertram	-	\$ 612.00	\$ 612.00
65	500-03100	7	Pt. Lot 6	34.50	11.00	4.452	Jason & Laura Alexander	-	\$ 265.00	\$ 265.00
66	500-03300	7	Pt. Lot 7	48.98	30.00	12.141	Steckle Farms Limited	-	\$ 865.00	\$ 865.00
71	560-00500	STR	Pt. Lot 267	64.76	34.76	14.067	John & David Bachtold	\$ 403.00	\$ 854.00	\$ 1,257.00
72	560-00600	STR	Pt. Lot 267	25.10	25.10	10.158	Larry & Tammy Meloche	\$ 295.00	\$ 627.00	\$ 922.00
73	560-00700	STR	Pt. Lot 267	24.50	24.50	9.915	John & David Bachtold	\$ 264.00	\$ 519.00	\$ 783.00
77	560-00900	STR	Pt. Lot 268	50.00	50.00	20.235	Chevalier Farms & Elevator Ltd.	\$ 617.00	\$ 936.00	\$ 1,553.00
78	560-01000	STR	Pt. Lot 269	90.07	90.07	36.451	Richard & Sharon Kendrick	\$ 175.00	\$ 1,646.00	\$ 1,821.00
79	560-01002	STR	Pt. Lot 269	6.98	6.98	2.825	Richard & Sharon Kendrick	-	\$ 119.00	\$ 119.00
268	560-02800	STR	Pt. Lot 269	11.13	11.13	4.504	Jacob & Yola Pretti	-	\$ 309.00	\$ 309.00
276	560-03200	STR	Pt. Lot 268	45.31	45.31	18.337	Margery Macgregor	-	\$ 916.00	\$ 916.00
280	560-03420	STR	Pt. Lot 268	22.23	22.23	8.996	Leo Hayes	-	\$ 470.00	\$ 470.00
281	560-03500	STR	Pt. Lot 268	71.89	71.89	29.093	Charles & Craig Chevalier	\$ 493.00	\$ 1,392.00	\$ 1,885.00
284	560-03700	TRS	Pt. Lot 267	25.00	25.00	10.117	George Newman	-	\$ 884.00	\$ 884.00
287	560-04000	STR	Pt. Lot 267	18.50	18.50	7.487	Gerald & Iris Pillion	-	\$ 427.00	\$ 427.00
289	560-04200	STR	Pt. Lot 267	24.24	24.24	9.810	Milka Jezdic	-	\$ 567.00	\$ 567.00
Total on Privately Owned - Agricultural Lands (grantable).....								\$ 20,369.00	\$ 36,540.00	\$ 56,909.00

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

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
11	460-01100	6	Pt. Lot 3	99.54	14.54	5.88	Marian Maslin	\$ 477.00	\$ 247.00	\$ 724.00
265	560-02653	STR	Pt. Lot 269	24.25	24.25	9.81	1575742 Ontario Ltd.	-	\$ 308.00	\$ 308.00
272	560-03000	STR	Pt. Lot 268	10.01	10.01	4.05	Justin Ireland & Jamie Meunier	-	\$ 217.00	\$ 217.00
279	560-03400	STR	Pt. Lot 268	3.38	3.38	1.37	Leo Hayes	-	\$ 93.00	\$ 93.00
283	560-03600	STR	Pt. Lot 268	7.25	7.25	2.93	Daniel & Jenny Nantais	-	\$ 145.00	\$ 145.00
Total on Privately Owned - Agricultural Lands (non-grantable).....								\$ 477.00	\$ 1,010.00	\$ 1,487.00
TOTAL ASSESSMENT					2179.42	881.998		\$ 35,000.00	\$ 65,000.00	\$ 100,000.00

APPENDIX D-2

Future Maintenance Schedule Upstream Section (Station 0+000.0 to Station 2+870.9)

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FUTURE MAINTENANCE SCHEDULE OF ASSESSMENT

Upstream Section (Station 0+000.0 to Station 2+870.9)

2. ONTARIO LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
	Highway No. 3			38.24	15.475		Ministry of Transportation Ontario	\$ 3,316.00	\$ 3,886.00	\$ 7,202.00
Total on Ontario Lands.....								\$ 3,316.00	\$ 3,886.00	\$ 7,202.00

3. MUNICIPAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
102	County Road 27 West (Cottom Sideroad)			25.30	10.239		County of Essex	\$ 4,304.00	\$ 1,438.00	\$ 5,742.00
	County Road 34 East (Tailbot Road)			3.23	1.307		County of Essex	-	\$ 366.00	\$ 366.00
	South Tailbot Road			13.34	5.400		Town of Kingsville	\$ 1,294.00	\$ 1,113.00	\$ 2,407.00
	Marsh Sideroad			5.46	2.211		Town of Kingsville	\$ 182.00	\$ 341.00	\$ 523.00
	McCain Sideroad			0.62	0.251		Town of Kingsville	\$ 133.00	\$ 42.00	\$ 175.00
	Road 7 West			4.97	2.010		Town of Kingsville	\$ 1,061.00	\$ 339.00	\$ 1,400.00
	Clark Street			1.72	0.696		Town of Kingsville	-	\$ 207.00	\$ 207.00
	Lyle Street			1.19	0.482		Town of Kingsville	-	\$ 143.00	\$ 143.00
	Francis Street			2.12	0.859		Town of Kingsville	-	\$ 255.00	\$ 255.00
	William Street			1.93	0.781		Town of Kingsville	-	\$ 232.00	\$ 232.00
	Veriena Boulevard			1.53	0.618		Town of Kingsville	-	\$ 183.00	\$ 183.00
	Dianne Street			0.76	0.306		Town of Kingsville	-	\$ 91.00	\$ 91.00
	Sara Street			0.33	0.135		Town of Kingsville	-	\$ 40.00	\$ 40.00
	Joaney Lane			1.72	0.694		Town of Kingsville	-	\$ 206.00	\$ 206.00
Total on Municipal Lands.....								\$ 6,974.00	\$ 4,996.00	\$ 11,970.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Parcel Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
31	490-02000	6	Pt. Lot 8	0.40	0.40	0.162	Donna Merritt	\$ 43.00	\$ 20.00	\$ 63.00
69	560-00101	STR	Pt. Lot 269	6.73	6.73	2.724	Gary & Laurie Taveirne	-	\$ 293.00	\$ 293.00
70	560-00400	STR	Pt. Lot 267	0.91	0.91	0.368	John & Diane Bachtold	\$ 97.00	\$ 47.00	\$ 144.00
74	560-00800	STR	Pt. Lot 267	0.57	0.57	0.231	Diane Bachtold & Alysa Gould	\$ 61.00	\$ 39.00	\$ 100.00
75	560-00801	STR	Pt. Lot 268	0.86	0.86	0.348	Barbara Van Grinsven	\$ 92.00	\$ 48.00	\$ 140.00
76	560-00890	STR	Pt. Lot 268	1.03	1.03	0.417	Andrea Nikita	\$ 110.00	\$ 48.00	\$ 158.00
80	560-01117	STR	Pt. Lot 269	0.21	0.21	0.085	Neil Arner	-	\$ 16.00	\$ 16.00
81	560-01119	STR	Pt. Lot 269	0.17	0.17	0.069	David Krahn	-	\$ 15.00	\$ 15.00
82	560-01121	STR	Pt. Lot 269	0.17	0.17	0.069	Terry Ramsay & Amy Wiper	-	\$ 15.00	\$ 15.00
83	560-01123	STR	Pt. Lot 269	0.20	0.20	0.081	Heidi & Paul Harnish	-	\$ 16.00	\$ 16.00
84	560-01125	STR	Pt. Lot 269	0.33	0.33	0.134	Cameron & Grace Fast	-	\$ 21.00	\$ 21.00
85	560-01127	STR	Pt. Lot 269	0.34	0.34	0.138	Antonio & Sheila Lopetrone	-	\$ 21.00	\$ 21.00
86	560-01129	STR	Pt. Lot 269	0.19	0.19	0.077	Trevor & Kari Smith	-	\$ 16.00	\$ 16.00
87	560-01131	STR	Pt. Lot 269	0.17	0.17	0.069	Steven & Mckenzee Chortos	-	\$ 15.00	\$ 15.00
88	560-01133	STR	Pt. Lot 269	0.17	0.17	0.069	Jason Clark & Amanda Middleton	-	\$ 15.00	\$ 15.00
89	560-01135	STR	Pt. Lot 269	0.21	0.21	0.085	Michael & Tina O'Connor	-	\$ 17.00	\$ 17.00
90	560-01137	STR	Pt. Lot 269	0.21	0.21	0.085	Eric & Amanda Noel	-	\$ 17.00	\$ 17.00
91	560-01200	STR	Pt. Lot 269	0.17	0.17	0.069	Wilhelm & Jessica Loewen	-	\$ 15.00	\$ 15.00
93	560-01234	STR	Pt. Lot 269	0.21	0.21	0.085	Carlos Correa & Gloria Arango	-	\$ 17.00	\$ 17.00
94	560-01236	STR	Pt. Lot 269	0.18	0.18	0.073	Benjamin & Melissa Fischer	-	\$ 16.00	\$ 16.00
95	560-01238	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Sharon Birch	-	\$ 15.00	\$ 15.00
96	560-01240	STR	Pt. Lot 269	0.28	0.28	0.113	Alexander & Jamesina Keeney	-	\$ 22.00	\$ 22.00
97	560-01242	STR	Pt. Lot 269	0.26	0.26	0.105	David & Toni Curtis	-	\$ 19.00	\$ 19.00
98	560-01244	STR	Pt. Lot 269	0.31	0.31	0.125	Nancy Garraway & John Etue	-	\$ 20.00	\$ 20.00
99	560-01246	STR	Pt. Lot 269	0.16	0.16	0.065	Al Langstaff	-	\$ 14.00	\$ 14.00
100	560-01248	STR	Pt. Lot 269	0.17	0.17	0.069	Maninder Brar & Prabhjeet Kaur	-	\$ 15.00	\$ 15.00
101	560-01249	STR	Pt. Lot 269	0.21	0.21	0.085	Virginia Deman & The Canada Trust Company	-	\$ 17.00	\$ 17.00
102	560-01252	STR	Pt. Lot 269	0.18	0.18	0.073	Connie Bilton	-	\$ 16.00	\$ 16.00
103	560-01254	STR	Pt. Lot 269	0.17	0.17	0.069	Michael & Rita Beaulé	-	\$ 15.00	\$ 15.00
104	560-01256	STR	Pt. Lot 269	0.17	0.17	0.069	Keith Cullin	-	\$ 15.00	\$ 15.00
105	560-01258	STR	Pt. Lot 269	0.22	0.22	0.089	Brian Mitchell & Jane Harley	-	\$ 20.00	\$ 20.00
106	560-01260	STR	Pt. Lot 269	0.26	0.26	0.105	Mario & Sonia Mendes	-	\$ 19.00	\$ 19.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
107	560-01262	STR	Pt. Lot 269	0.28	0.28	0.113	Fredy & Corin Menjivar	\$ -	\$ 22.00	\$ 22.00
108	560-01264	STR	Pt. Lot 269	0.22	0.22	0.089	Douglas Dalpe	\$ -	\$ 20.00	\$ 20.00
109	560-01266	STR	Pt. Lot 269	0.17	0.17	0.069	Santino Viselli & Megan Manchester	\$ -	\$ 15.00	\$ 15.00
110	560-01268	STR	Pt. Lot 269	0.17	0.17	0.069	Irene Stewart	\$ -	\$ 15.00	\$ 15.00
111	560-01270	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Lindsay Jatonna	\$ -	\$ 16.00	\$ 16.00
112	560-01310	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher South & Maegan Ferranti	\$ -	\$ 15.00	\$ 15.00
113	560-01312	STR	Pt. Lot 269	0.17	0.17	0.069	Justin & Sarah Snelgrove	\$ -	\$ 15.00	\$ 15.00
114	560-01314	STR	Pt. Lot 269	0.20	0.20	0.081	Crystal Hudson & Michael Bondy	\$ -	\$ 16.00	\$ 16.00
115	560-01316	STR	Pt. Lot 269	0.22	0.22	0.089	Tyler & Patricia Driedger	\$ -	\$ 17.00	\$ 17.00
116	560-01318	STR	Pt. Lot 269	0.15	0.15	0.061	Edward & Brenda Ryall	\$ -	\$ 21.00	\$ 21.00
117	560-01320	STR	Pt. Lot 269	0.16	0.16	0.065	James & Nicole Bradley	\$ -	\$ 14.00	\$ 14.00
118	560-01322	STR	Pt. Lot 269	0.21	0.21	0.085	Kevin Anderson & Michele Lowe	\$ -	\$ 16.00	\$ 16.00
119	560-01324	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Desramaux & Megan Watson	\$ -	\$ 16.00	\$ 16.00
120	560-01326	STR	Pt. Lot 269	0.20	0.20	0.081	Bker & Zelia Abdulkader	\$ -	\$ 16.00	\$ 16.00
121	560-01328	STR	Pt. Lot 269	0.19	0.19	0.077	Peter Millar & Jaclyn Garant	\$ -	\$ 15.00	\$ 15.00
122	560-01330	STR	Pt. Lot 269	0.12	0.12	0.049	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
123	560-01334	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
124	560-01336	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
125	560-01338	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
126	560-01340	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
127	560-01342	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
128	560-01343	STR	Pt. Lot 269	0.06	0.06	0.024	Cottam Solar Limited	\$ -	\$ 5.00	\$ 5.00
129	560-01344	STR	Pt. Lot 269	0.22	0.22	0.089	Cottam Solar Limited	\$ -	\$ 18.00	\$ 18.00
130	560-01345	STR	Pt. Lot 269	0.30	0.30	0.121	Cottam Solar Limited	\$ -	\$ 24.00	\$ 24.00
131	560-01346	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
132	560-01348	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
133	560-01350	STR	Pt. Lot 269	0.31	0.31	0.125	Cottam Solar Limited	\$ -	\$ 25.00	\$ 25.00
134	560-01352	STR	Pt. Lot 269	0.34	0.34	0.138	Cottam Solar Limited	\$ -	\$ 28.00	\$ 28.00
135	560-01354	STR	Pt. Lot 269	0.27	0.27	0.109	Cottam Solar Limited	\$ -	\$ 22.00	\$ 22.00
136	560-01356	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 17.00	\$ 17.00
137	560-01358	STR	Pt. Lot 269	0.25	0.25	0.101	Cottam Solar Limited	\$ -	\$ 20.00	\$ 20.00
138	560-01360	STR	Pt. Lot 269	0.20	0.20	0.081	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
139	560-01362	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
140	560-01364	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
141	560-01366	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
142	560-01368	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
143	560-01370	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
144	560-01372	STR	Pt. Lot 269	0.20	0.20	0.081	Christian Fairey & Hailee Mathies	\$ -	\$ 16.00	\$ 16.00
145	560-01374	STR	Pt. Lot 269	0.18	0.18	0.073	Mary Chapman & Wayne Roy	\$ -	\$ 16.00	\$ 16.00
146	560-01376	STR	Pt. Lot 269	0.18	0.18	0.073	Amy & Robert Purdy	\$ -	\$ 16.00	\$ 16.00
147	560-01378	STR	Pt. Lot 269	0.18	0.18	0.073	Anthony & Sarah Querin	\$ -	\$ 16.00	\$ 16.00
148	560-01380	STR	Pt. Lot 269	0.18	0.18	0.073	Norman Davison & Stephen Laurie	\$ -	\$ 16.00	\$ 16.00
149	560-01382	STR	Pt. Lot 269	0.20	0.20	0.081	Danielle Oles	\$ -	\$ 16.00	\$ 16.00
150	560-02390	STR	Pt. Lot 269	0.17	0.17	0.069	Randy & Lori Duhig	\$ -	\$ 15.00	\$ 15.00
151	560-02400	STR	Pt. Lot 269	0.17	0.17	0.069	Allan & Laura Gagne	\$ -	\$ 15.00	\$ 15.00
152	560-02401	M100	Lot 25	0.34	0.34	0.138	Curtis Bishop	\$ -	\$ 21.00	\$ 21.00
153	560-02402	M100	Lot 24	0.30	0.30	0.121	Wanda Hayes	\$ -	\$ 19.00	\$ 19.00
154	560-02403	M100	Lot 23	0.28	0.28	0.113	Ivan Dets	\$ -	\$ 22.00	\$ 22.00
155	560-02404	M100	Lot 22	0.24	0.24	0.097	Ronald & Debra Mitchell	\$ -	\$ 14.00	\$ 14.00
156	560-02405	M100	Lot 21	0.17	0.17	0.069	Daniel Stanley	\$ -	\$ 15.00	\$ 15.00
157	560-02406	M100	Lot 20	0.19	0.19	0.077	Francesco Incitti & Sofia Montgomery	\$ -	\$ 15.00	\$ 15.00
158	560-02407	M100	Lot 19	0.18	0.18	0.073	John & Krista Armaly	\$ -	\$ 16.00	\$ 16.00
159	560-02408	M100	Lot 18	0.18	0.18	0.073	Shelley Schraeder	\$ -	\$ 16.00	\$ 16.00
160	560-02409	M100	Lot 17	0.17	0.17	0.069	Daniel & Twyla St.Louis	\$ -	\$ 15.00	\$ 15.00
161	560-02410	M100	Lot 16	0.17	0.17	0.069	Florin Serbanescu	\$ -	\$ 15.00	\$ 15.00
162	560-02411	M100	Lot 15	0.17	0.17	0.069	James & Cheryl Sagaert	\$ -	\$ 15.00	\$ 15.00
163	560-02412	M100	Lot 28	0.22	0.22	0.089	Neil & Barbara Banman	\$ -	\$ 17.00	\$ 17.00
164	560-02413	M100	Lot 29	0.22	0.22	0.089	Joseph & Susan Schembri	\$ -	\$ 17.00	\$ 17.00
165	560-02416	M100	Lot 32	0.18	0.18	0.073	Ian & Janet Williams	\$ -	\$ 16.00	\$ 16.00
166	560-02417	M100	Lot 33	0.18	0.18	0.073	Anthony Esposito	\$ -	\$ 16.00	\$ 16.00
167	560-02418	M100	Lot 34	0.18	0.18	0.073	Richard & Brenda Summerfield	\$ -	\$ 16.00	\$ 16.00
168	560-02419	M100	Lot 35	0.18	0.18	0.073	Mary Sqaunce	\$ -	\$ 16.00	\$ 16.00
169	560-02420	M100	Lot 36	0.18	0.18	0.073	Carol Montello	\$ -	\$ 16.00	\$ 16.00
170	560-02421	M100	Lot 37	0.18	0.18	0.073	James & Ginger Bogdon	\$ -	\$ 16.00	\$ 16.00
171	560-02422	M100	Lot 38	0.18	0.18	0.073	John & Bonnie Marr	\$ -	\$ 16.00	\$ 16.00
172	560-02423	M100	Lot 14	0.19	0.19	0.077	Johan & Sarah Wiebe	\$ -	\$ 15.00	\$ 15.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
173	560-02424	M100	Lot 13	0.17	0.17	0.069	Joseph Foley & Volha Baranova	\$ -	\$ 15.00	\$ 15.00
174	560-02425	M100	Lot 12	0.17	0.17	0.069	Rojina & Ruth Veeresar	\$ -	\$ 15.00	\$ 15.00
175	560-02426	M100	Lot 11	0.17	0.17	0.069	David & Karen Middleton	\$ -	\$ 15.00	\$ 15.00
176	560-02427	M100	Lot 10	0.17	0.17	0.069	Timothy & Jennine Meloche	\$ -	\$ 15.00	\$ 15.00
177	560-02428	M100	Lot 9	0.17	0.17	0.069	Jason & Sherri Dutot	\$ -	\$ 15.00	\$ 15.00
178	560-02429	M100	Lot 8	0.19	0.19	0.077	Ralph & Veronica Devries	\$ -	\$ 15.00	\$ 15.00
179	560-02430	M100	Lot 7	0.17	0.17	0.069	Donald & Mary Bryant	\$ -	\$ 15.00	\$ 15.00
180	560-02431	M100	Lot 6	0.20	0.20	0.081	David Pereira & Kathleen Dennison	\$ -	\$ 16.00	\$ 16.00
181	560-02432	M100	Lot 5	0.18	0.18	0.073	Becky & Corey Coussens	\$ -	\$ 16.00	\$ 16.00
182	560-02433	M100	Lot 4	0.18	0.18	0.073	Shannon Dalgleish & Robert Scott	\$ -	\$ 16.00	\$ 16.00
183	560-02434	M100	Lot 3	0.18	0.18	0.073	Timothy & Sherry Rudge	\$ -	\$ 16.00	\$ 16.00
184	560-02435	M100	Lot 2	0.21	0.21	0.085	Cornelio & Anna Fehr	\$ -	\$ 16.00	\$ 16.00
185	560-02436	STR	Pt. Lot 269	0.21	0.21	0.085	Jake Fehr	\$ -	\$ 16.00	\$ 16.00
186	560-02437	STR	Pt. Lot 269	0.17	0.17	0.069	David Barwick & Angela Mulcaster-Boer	\$ -	\$ 15.00	\$ 15.00
187	560-02438	STR	Pt. Lot 269	0.17	0.17	0.069	Steven Moon & Gail Donais	\$ -	\$ 15.00	\$ 15.00
188	560-02439	STR	Pt. Lot 269	0.17	0.17	0.069	Gerald & Tammy Poirier	\$ -	\$ 15.00	\$ 15.00
189	560-02440	STR	Pt. Lot 269	0.17	0.17	0.069	Jeffrey & Amanda Ferreira	\$ -	\$ 15.00	\$ 15.00
190	560-02441	STR	Pt. Lot 269	0.21	0.21	0.085	Steven & Cynthia Ghikadis	\$ -	\$ 16.00	\$ 16.00
191	560-02442	STR	Pt. Lot 269	0.20	0.20	0.081	William & Sarah Smith	\$ -	\$ 16.00	\$ 16.00
192	560-02443	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Shannon Belleau	\$ -	\$ 15.00	\$ 15.00
193	560-02444	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Shelby Wilkins	\$ -	\$ 15.00	\$ 15.00
194	560-02445	STR	Pt. Lot 269	0.19	0.19	0.077	Chad Gray	\$ -	\$ 15.00	\$ 15.00
195	560-02446	STR	Pt. Lot 269	0.19	0.19	0.077	Gary & Patricia Bain	\$ -	\$ 15.00	\$ 15.00
196	560-02447	STR	Pt. Lot 269	0.19	0.19	0.077	Herbert Bernhardt & Kathleen Sauter	\$ -	\$ 15.00	\$ 15.00
197	560-02448	STR	Pt. Lot 269	0.19	0.19	0.077	Douglas & Ann Sabga	\$ -	\$ 15.00	\$ 15.00
198	560-02449	STR	Pt. Lot 269	0.19	0.19	0.077	Jacob Hildebrandt & Helen Boldt	\$ -	\$ 15.00	\$ 15.00
199	560-02450	STR	Pt. Lot 269	0.19	0.19	0.077	David & Sabrina Green	\$ -	\$ 15.00	\$ 15.00
200	560-02451	STR	Pt. Lot 269	0.20	0.20	0.081	Kyle Sayers	\$ -	\$ 16.00	\$ 16.00
201	560-02452	STR	Pt. Lot 269	0.21	0.21	0.085	Gregory Anger & Samantha Tofflemire	\$ -	\$ 16.00	\$ 16.00
202	560-02453	STR	Pt. Lot 269	0.21	0.21	0.085	Wayne & Ellen Hyland	\$ -	\$ 16.00	\$ 16.00
203	560-02454	STR	Pt. Lot 269	0.20	0.20	0.081	Charles & Jennifer Tilden	\$ -	\$ 16.00	\$ 16.00
204	560-02455	STR	Pt. Lot 269	0.20	0.20	0.081	Faye St. Pierre	\$ -	\$ 16.00	\$ 16.00
205	560-02456	STR	Pt. Lot 269	0.20	0.20	0.081	Dave & Sue Maedel	\$ -	\$ 16.00	\$ 16.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
206	560-02457	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Mercer & Luwana Mealing-Mercer	\$ -	\$ 16.00	\$ 16.00
207	560-02458	STR	Pt. Lot 269	0.20	0.20	0.081	Robert & Laura Kapetanov	\$ -	\$ 16.00	\$ 16.00
208	560-02459	STR	Pt. Lot 269	0.20	0.20	0.081	Ismael Oozeer & Bodeha Booze-Oozeer	\$ -	\$ 16.00	\$ 16.00
209	560-02460	STR	Pt. Lot 269	0.24	0.24	0.097	Patrick & Debra Brophrey	\$ -	\$ 14.00	\$ 14.00
210	560-02461	STR	Pt. Lot 269	0.34	0.34	0.138	Harry & Bonnie Terzopoulos	\$ -	\$ 21.00	\$ 21.00
211	560-02462	STR	Pt. Lot 269	0.18	0.18	0.073	Dean & Sandra Pearson	\$ -	\$ 16.00	\$ 16.00
212	560-02463	STR	Pt. Lot 269	0.23	0.23	0.093	Keith & Elizabeth Cornell	\$ -	\$ 14.00	\$ 14.00
213	560-02464	STR	Pt. Lot 269	0.17	0.17	0.069	Joshua & Michelle Weeks	\$ -	\$ 15.00	\$ 15.00
214	560-02465	STR	Pt. Lot 269	0.17	0.17	0.069	Victoria Davison & John Hunter	\$ -	\$ 15.00	\$ 15.00
215	560-02466	STR	Pt. Lot 269	0.20	0.20	0.081	Shawn & Angie Couvillon	\$ -	\$ 16.00	\$ 16.00
216	560-02467	STR	Pt. Lot 269	0.24	0.24	0.097	Donald & Kailyn Neal	\$ -	\$ 14.00	\$ 14.00
217	560-02468	STR	Pt. Lot 269	0.24	0.24	0.097	Michael Richmond & Andrea Balkwill	\$ -	\$ 14.00	\$ 14.00
218	560-02469	STR	Pt. Lot 269	0.24	0.24	0.097	Dwane & Suzanne Osborne	\$ -	\$ 14.00	\$ 14.00
219	560-02470	STR	Pt. Lot 269	0.17	0.17	0.069	Brian Cinat & Karlea Beresh	\$ -	\$ 15.00	\$ 15.00
220	560-02471	STR	Pt. Lot 269	0.18	0.18	0.073	Glenn & Karen Quinlan	\$ -	\$ 16.00	\$ 16.00
221	560-02472	STR	Pt. Lot 269	0.18	0.18	0.073	Florence Rivest	\$ -	\$ 16.00	\$ 16.00
222	560-02473	STR	Pt. Lot 269	0.19	0.19	0.077	Dina Pantoja & Oscar Molina	\$ -	\$ 15.00	\$ 15.00
223	560-02474	STR	Pt. Lot 269	0.19	0.19	0.077	August & Lorrie Hoekstra	\$ -	\$ 15.00	\$ 15.00
224	560-02475	STR	Pt. Lot 269	0.19	0.19	0.077	Dennis & Catherine Dugdale	\$ -	\$ 15.00	\$ 15.00
225	560-02476	STR	Pt. Lot 269	0.19	0.19	0.077	Karen Allen	\$ -	\$ 15.00	\$ 15.00
226	560-02477	STR	Pt. Lot 269	0.19	0.19	0.077	Timothy Kelly & Shannon Dubai-Kelly	\$ -	\$ 15.00	\$ 15.00
227	560-02478	STR	Pt. Lot 269	0.19	0.19	0.077	Brandon Sonoski & Shania Taylor	\$ -	\$ 15.00	\$ 15.00
228	560-02479	STR	Pt. Lot 269	0.19	0.19	0.077	Jason & Andrea Powell	\$ -	\$ 15.00	\$ 15.00
229	560-02480	STR	Pt. Lot 269	0.19	0.19	0.077	Tarcisio & Mary-Jo Morassut	\$ -	\$ 15.00	\$ 15.00
230	560-02481	STR	Pt. Lot 269	0.19	0.19	0.077	Salvatore Peralta & Carlee Fleming	\$ -	\$ 15.00	\$ 15.00
231	560-02482	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Annette Gabriele	\$ -	\$ 15.00	\$ 15.00
232	560-02483	STR	Pt. Lot 269	0.25	0.25	0.101	Linda Fick & Nancy Kujawski	\$ -	\$ 15.00	\$ 15.00
233	560-02484	STR	Pt. Lot 269	0.22	0.22	0.089	Denis Sterling	\$ -	\$ 17.00	\$ 17.00
234	560-02485	STR	Pt. Lot 269	0.20	0.20	0.081	Jacob & Helena Froese	\$ -	\$ 16.00	\$ 16.00
235	560-02486	STR	Pt. Lot 269	0.20	0.20	0.081	Steven & Diane Doyle	\$ -	\$ 16.00	\$ 16.00
236	560-02487	STR	Pt. Lot 269	0.20	0.20	0.081	Derek & Diane Cameron	\$ -	\$ 16.00	\$ 16.00
237	560-02488	STR	Pt. Lot 269	0.18	0.18	0.073	Cindy Mills	\$ -	\$ 16.00	\$ 16.00
238	560-02489	STR	Pt. Lot 269	0.18	0.18	0.073	Mark & Tammy Clifford	\$ -	\$ 16.00	\$ 16.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
239	560-02490	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Helga Bondy	\$ -	\$ 16.00	\$ 16.00
240	560-02491	STR	Pt. Lot 269	0.18	0.18	0.073	Richard Ferrato	\$ -	\$ 16.00	\$ 16.00
241	560-02492	STR	Pt. Lot 269	0.20	0.20	0.081	Randy & Tracey Baillargeon	\$ -	\$ 16.00	\$ 16.00
242	560-02493	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Julie Wilson	\$ -	\$ 15.00	\$ 15.00
243	560-02494	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Melissa Langis	\$ -	\$ 15.00	\$ 15.00
244	560-02495	STR	Pt. Lot 269	0.19	0.19	0.077	David & Irene Doody	\$ -	\$ 15.00	\$ 15.00
245	560-02496	STR	Pt. Lot 269	0.19	0.19	0.077	William & Natalie Simon	\$ -	\$ 15.00	\$ 15.00
246	560-02497	STR	Pt. Lot 269	0.22	0.22	0.089	Craig & Jennifer Newman	\$ -	\$ 17.00	\$ 17.00
247	560-02498	STR	Pt. Lot 269	0.29	0.29	0.117	Lizabeth Matte	\$ -	\$ 23.00	\$ 23.00
248	560-02499	STR	Pt. Lot 269	0.17	0.17	0.069	Richard Dunn	\$ -	\$ 15.00	\$ 15.00
249	560-02500	M100	Lot 1	0.36	0.36	0.146	William & Cheryl Carmichael	\$ -	\$ 24.00	\$ 24.00
250	560-02501	STR	Pt. Lot 269	0.19	0.19	0.077	Derek & Kristen Freeman	\$ -	\$ 15.00	\$ 15.00
251	560-02503	STR	Pt. Lot 269	0.17	0.17	0.069	Dean & Patricia Dame	\$ -	\$ 15.00	\$ 15.00
252	560-02504	STR	Pt. Lot 269	0.17	0.17	0.069	Arthur Delaney	\$ -	\$ 15.00	\$ 15.00
253	560-02505	STR	Pt. Lot 269	0.17	0.17	0.069	Ted & Carleen Hunter	\$ -	\$ 15.00	\$ 15.00
254	560-02506	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Lynn Higgins	\$ -	\$ 15.00	\$ 15.00
255	560-02507	STR	Pt. Lot 269	0.17	0.17	0.069	Coreen Sykes & Paul Epp	\$ -	\$ 15.00	\$ 15.00
256	560-02508	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher & Mallory Branov	\$ -	\$ 15.00	\$ 15.00
257	560-02509	STR	Pt. Lot 269	0.17	0.17	0.069	Andy & Christine Faraci	\$ -	\$ 15.00	\$ 15.00
258	560-02510	STR	Pt. Lot 269	0.17	0.17	0.069	Margaret Mccord	\$ -	\$ 15.00	\$ 15.00
259	560-02511	STR	Pt. Lot 269	0.17	0.17	0.069	Erin Livingston	\$ -	\$ 15.00	\$ 15.00
260	560-02512	STR	Pt. Lot 269	0.17	0.17	0.069	Ronan & Melanie Oliver	\$ -	\$ 15.00	\$ 15.00
261	560-02513	STR	Pt. Lot 269	0.17	0.17	0.069	John & Carol Quinn	\$ -	\$ 15.00	\$ 15.00
262	560-02600	TRS	Pt. Lot 269	0.49	0.49	0.198	Ricky & Brenda Garant	\$ -	\$ 28.00	\$ 28.00
263	560-02601	STR	Pt. Lot 269	0.35	0.35	0.142	Kenneth & Rosemary Roadhouse	\$ -	\$ 23.00	\$ 23.00
264	560-02620	STR	Pt. Lot 269	0.39	0.39	0.158	Maria Klaas	\$ -	\$ 17.00	\$ 17.00
266	560-02660	STR	Pt. Lot 269	2.07	2.07	0.838	Town of Kingsville	\$ -	\$ 86.00	\$ 86.00
267	560-02700	STR	Pt. Lot 269	0.64	0.64	0.259	Gary & Maria Klaas	\$ -	\$ 32.00	\$ 32.00
269	560-02900	TRS	Pt. Lot 269	0.54	0.54	0.219	David Parise & Ryan McLeod	\$ -	\$ 42.00	\$ 42.00
270	560-02901	STR	Pt. Lot 268	0.46	0.46	0.186	Essex County Community Living	\$ -	\$ 33.00	\$ 33.00
271	560-02902	STR	Pt. Lot 268	0.46	0.46	0.186	John & Michelle Ivanisko	\$ -	\$ 33.00	\$ 33.00
273	560-03001	STR	Pt. Lot 268	0.83	0.83	0.336	Dennis Mostoway & Dawn Reaume	\$ -	\$ 48.00	\$ 48.00
274	560-03100	STR	Pt. Lot 268	1.00	1.00	0.405	Mark Voligny & Michelle Winger	\$ -	\$ 56.00	\$ 56.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: Continued

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
275	560-03101	STR	Pt. Lot 268	0.69	0.69	0.279	Preston Harris & Germaine Gould	\$ -	\$ 50.00	\$ 50.00
277	560-03300	STR	Pt. Lot 268	1.89	1.89	0.765	Beverley & Kristine Iles	\$ -	\$ 90.00	\$ 90.00
278	560-03350	STR	Pt. Lot 268	0.46	0.46	0.186	Pedro & Aganetha Dyck	\$ -	\$ 28.00	\$ 28.00
282	560-03520	STR	Lot 268	1.24	1.24	0.502	Nicholas & Erin Hayes	\$ -	\$ 61.00	\$ 61.00
285	560-03800	STR	Pt. Lot 267	0.48	0.48	0.194	Peter & Elizabeth Peters	\$ -	\$ 31.00	\$ 31.00
286	560-03900	TRS	Pt. Lot 267	0.42	0.42	0.170	Cody Haynes	\$ -	\$ 27.00	\$ 27.00
288	560-04100	STR	Pt. Lot 267	0.75	0.75	0.304	Rita & Ralph Wigle	\$ -	\$ 39.00	\$ 39.00
Total on Privately Owned - Non-Agricultural Lands.....								\$ 403.00	\$ 4,134.00	\$ 4,537.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
23	490-00800	6	Pt. Lots 8 & 9	200.00	102.00	41.279	Milton Hillier	\$ 1,311.00	\$ 1,599.00	\$ 2,910.00
24	490-01300	7	Pt. Lot 8	50.00	50.00	20.235	James Ferguson	\$ 1,358.00	\$ 717.00	\$ 2,075.00
25	490-01400	7	Pt. Lot 8	40.00	40.00	16.188	James & Diane Ferguson	\$ -	\$ 624.00	\$ 624.00
26	490-01500	7	Pt. Lot 8	62.59	41.00	16.592	Brent & Michelle Ramsay	\$ -	\$ 612.00	\$ 612.00
27	490-01700	7	Pt. Lot 9	54.69	54.69	22.133	Donna & Steven Merritt	\$ 188.00	\$ 783.00	\$ 971.00
28	490-01800	7	Pt. Lots 9 and 10	59.71	59.71	24.164	Donna & Steven Merritt	\$ 1,682.00	\$ 980.00	\$ 2,662.00
29	490-01900	6	Pt. Lot 7	97.51	14.00	5.666	Neil & Sharla Ferguson	\$ 617.00	\$ 235.00	\$ 852.00
32	490-02100	6	Pt. Lot 8	66.70	34.70	14.043	Dorothy & Laurence Merritt	\$ 513.00	\$ 603.00	\$ 1,116.00
33	490-02200	6	Pt. Lot 8	1.37	1.37	0.554	Laurence & Dorothy Merritt	\$ 68.00	\$ 77.00	\$ 145.00
34	490-02300	6	Lot 9 & Pt. Lot 10	103.25	66.25	26.811	Stevan Barisic	\$ 965.00	\$ 1,195.00	\$ 2,160.00
35	500-00101	7	Pt. Lot 7	44.73	2.00	0.809	Cottam Radiator Ltd. & James Ferguson	\$ 30.00	\$ 27.00	\$ 57.00
71	560-00500	STR	Pt. Lot 267	64.76	34.76	14.067	John & David Bachtold	\$ 462.00	\$ 781.00	\$ 1,243.00
72	560-00600	STR	Pt. Lot 267	25.10	25.10	10.158	Larry & Tammy Meloche	\$ 338.00	\$ 573.00	\$ 911.00
73	560-00700	STR	Pt. Lot 267	24.50	24.50	9.915	John & David Bachtold	\$ 303.00	\$ 474.00	\$ 777.00
77	560-00900	STR	Pt. Lot 268	50.00	50.00	20.235	Chevalier Farms & Elevator Ltd.	\$ 707.00	\$ 856.00	\$ 1,563.00
78	560-01000	STR	Pt. Lot 269	90.07	90.07	36.451	Richard & Sharon Kendrick	\$ 200.00	\$ 1,504.00	\$ 1,704.00
79	560-01002	STR	Pt. Lot 269	6.98	6.98	2.825	Richard & Sharon Kendrick	\$ -	\$ 109.00	\$ 109.00
268	560-02800	STR	Pt. Lot 269	11.13	11.13	4.504	Jacob & Yola Pretti	\$ -	\$ 282.00	\$ 282.00
276	560-03200	STR	Pt. Lot 268	45.31	45.31	18.337	Margery Macgregor	\$ -	\$ 837.00	\$ 837.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable): *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
280	560-03420	STR	Pt. Lot 268	22.23	22.23	8.996	Leo Hayes	\$ -	\$ 430.00	\$ 430.00
281	560-03500	STR	Pt. Lot 268	71.89	71.89	29.093	Charles & Craig Chevalier	\$ 565.00	\$ 1,272.00	\$ 1,837.00
284	560-03700	TRS	Pt. Lot 267	25.00	25.00	10.117	George Newman	\$ -	\$ 808.00	\$ 808.00
287	560-04000	STR	Pt. Lot 267	18.50	18.50	7.487	Gerald & Iris Pillon	\$ -	\$ 390.00	\$ 390.00
289	560-04200	STR	Pt. Lot 267	24.24	24.24	9.810	Milka Jezdic	\$ -	\$ 518.00	\$ 518.00
Total on Privately Owned - Agricultural Lands (grantable)								\$ 9,307.00	\$ 16,286.00	\$ 25,593.00

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

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
265	560-02653	STR	Pt. Lot 269	24.25	24.25	9.81	1575742 Ontario Ltd.	\$ -	\$ 282.00	\$ 282.00
272	560-03000	STR	Pt. Lot 268	10.01	10.01	4.05	Justin Ireland & Jamie Meunier	\$ -	\$ 199.00	\$ 199.00
279	560-03400	STR	Pt. Lot 268	3.38	3.38	1.37	Leo Hayes	\$ -	\$ 85.00	\$ 85.00
283	560-03600	STR	Pt. Lot 268	7.25	7.25	2.93	Daniel & Jenny Nantais	\$ -	\$ 132.00	\$ 132.00
Total on Privately Owned - Agricultural Lands (non-grantable)								\$ -	\$ 698.00	\$ 698.00
TOTAL ASSESSMENT				1122.46	454.255			\$ 20,000.00	\$ 30,000.00	\$ 50,000.00

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APPENDIX D-3

Future Maintenance Schedule Downstream Section (Station 2+870.9 to Station 6+949.8)

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FUTURE MAINTENANCE SCHEDULE OF ASSESSMENT

Downstream Section (Station 2+870.9 to Station 6+949.8)

2. ONTARIO LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
	Highway No. 3			38.24	15.475		Ministry of Transportation Ontario	\$ 1,962.00	\$ 4,544.00	\$ 6,506.00
Total on Ontario Lands.....								\$ 1,962.00	\$ 4,544.00	\$ 6,506.00

3. MUNICIPAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
194	County Road 27 West (Cottom Sideroad)			37.36	15.120		County of Essex	\$ 2,255.00	\$ 2,503.00	\$ 4,758.00
	County Road 34 East (Talbot Road)			3.23	1.307		County of Essex	\$ -	\$ 432.00	\$ 432.00
	County Road 23 (Arner Townline)			3.52	1.425		County of Essex	\$ 445.00	\$ 76.00	\$ 521.00
	South Talbot Road			13.34	5.400		Town of Kingsville	\$ -	\$ 1,311.00	\$ 1,311.00
	Marsh Sideroad			5.46	2.211		Town of Kingsville	\$ -	\$ 402.00	\$ 402.00
	McCain Sideroad			0.62	0.251		Town of Kingsville	\$ 78.00	\$ 49.00	\$ 127.00
	Road 7 West			4.97	2.010		Town of Kingsville	\$ -	\$ 400.00	\$ 400.00
	Clark Street			1.72	0.696		Town of Kingsville	\$ -	\$ 244.00	\$ 244.00
	Lyle Street			1.19	0.482		Town of Kingsville	\$ -	\$ 168.00	\$ 168.00
	Francis Street			2.12	0.859		Town of Kingsville	\$ -	\$ 300.00	\$ 300.00
	William Street			1.93	0.781		Town of Kingsville	\$ -	\$ 273.00	\$ 273.00
	Veriena Boulevard			1.53	0.618		Town of Kingsville	\$ -	\$ 216.00	\$ 216.00
	Dianne Street			0.76	0.306		Town of Kingsville	\$ -	\$ 107.00	\$ 107.00
	Sara Street			0.33	0.135		Town of Kingsville	\$ -	\$ 47.00	\$ 47.00
	Joaney Lane			1.72	0.694		Town of Kingsville	\$ -	\$ 243.00	\$ 243.00
Total on Municipal Lands.....								\$ 2,778.00	\$ 6,771.00	\$ 9,549.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
2	460-00701	6	Pt. Lot 1	0.57	0.57	0.231	Richard & Donna Valenciuk	\$ 36.00	\$ 7.00	\$ 43.00
5	460-00801	6	Pt. Lot 2	1.18	1.18	0.478	John & Nancy Stitzinger	\$ 75.00	\$ 20.00	\$ 95.00
6	460-00802	6	Pt. Lot 2	1.07	1.07	0.433	Paul & Corinne Molle	\$ 68.00	\$ 21.00	\$ 89.00
8	460-00910	6	Pt. of Lot 2	0.62	0.62	0.251	Joseph & Christine Parent	\$ 39.00	\$ 17.00	\$ 56.00
9	460-00911	6	Pt. Lot 2	0.70	0.70	0.283	Mark Hall & Melissa Weldon	\$ 44.00	\$ 16.00	\$ 60.00
13	460-01210	6	Pt. Lot 4	1.00	1.00	0.405	Shelley Moody	\$ 63.00	\$ 41.00	\$ 104.00
15	460-01301	6	Pt. Lot 4	1.63	1.63	0.660	Amber Norman & Trevor Maheux	\$ 103.00	\$ 58.00	\$ 161.00
17	460-01501	6	Pt. Lot 6	0.92	0.92	0.372	Henry & Megan Lumley	\$ 58.00	\$ 32.00	\$ 90.00
19	460-01505	6	Pt. Lot 5	1.11	1.11	0.449	Arthur Brown	\$ 70.00	\$ 43.00	\$ 113.00
31	490-02000	6	Pt. Lot 8	0.40	0.40	0.162	Donna Merritt	-	\$ 12.00	\$ 12.00
36	500-00102	7	Pt. Lot 7	1.97	1.97	0.797	Lloyd & Catherine Ferguson	-	\$ 104.00	\$ 104.00
38	500-00200	7	Pt. Lot 7	1.12	1.12	0.453	Tyler Menard & Elizabeth Jeffery	\$ 63.00	\$ 57.00	\$ 120.00
39	500-00201	7	Pt. Lot 6	0.67	0.67	0.271	Dorothy Davison	\$ 42.00	\$ 31.00	\$ 73.00
41	500-00300	7	Pt. Lot 6	1.26	1.26	0.510	Philip Keele & Quina Bartoli	\$ 80.00	\$ 56.00	\$ 136.00
44	500-00501	7	Pt. Lot 6	1.52	1.52	0.615	David & Debbie Alexander	\$ 96.00	\$ 72.00	\$ 168.00
45	500-00600	7	Pt. Lot 6	1.00	1.00	0.405	Benjamin & Kaitlyn Watson	\$ 63.00	\$ 42.00	\$ 105.00
47	500-00800	7	Pt. Lot 5	1.20	1.20	0.486	Kari Barnett	\$ 76.00	\$ 35.00	\$ 111.00
50	500-01050	7	Pt. Lot 4	1.22	1.22	0.494	Jennifer & Michael Dinchik	\$ 63.00	\$ 32.00	\$ 95.00
52	500-01150	7	Pt. Lot 3	0.47	0.47	0.190	Dawne Grado	\$ 30.00	\$ 12.00	\$ 42.00
53	500-01201	7	Pt. Lot 3	2.47	2.47	1.000	Daniel & Nina Lavin	\$ 156.00	\$ 40.00	\$ 196.00
55	500-01300	7	Pt. Lot 3	0.91	0.91	0.368	Nina Civitarese & Daniel Bouliane	\$ 57.00	\$ 21.00	\$ 78.00
57	500-01500	7	Pt. Lot 2	4.99	4.99	2.019	Douglas & Andrea Pisciotto	\$ 272.00	\$ 65.00	\$ 337.00
59	500-01610	7	Pt. Lot 2	0.57	0.57	0.231	Ruth Battersby	\$ 36.00	\$ 9.00	\$ 45.00
60	500-01700	7	Pt. Lot 2	0.34	0.34	0.138	Dale & Betty Steed	\$ 21.00	\$ 8.00	\$ 29.00
62	500-01900	7	Pt. Lot 1	1.00	1.00	0.405	Michael & Constance Mulholland	\$ 3.00	\$ 14.00	\$ 17.00
67	500-03400	7	Pt. Lot 7	1.00	1.00	0.405	Kevin Darmon	-	\$ 46.00	\$ 46.00
68	500-03500	7	Pt. Lot 7	2.30	2.30	0.931	James & Diane Ferguson	-	\$ 109.00	\$ 109.00
69	560-00101	STR	Pt. Lot 269	6.73	6.73	2.724	Gary & Laurie Taveirne	-	\$ 173.00	\$ 173.00
70	560-00400	STR	Pt. Lot 267	0.91	0.91	0.368	John & Diane Bachtold	-	\$ 28.00	\$ 28.00
74	560-00800	STR	Pt. Lot 267	0.57	0.57	0.231	Diane Bachtold & Alysa Gould	-	\$ 23.00	\$ 23.00
75	560-00801	STR	Pt. Lot 268	0.86	0.86	0.348	Barbara Van Grinsven	-	\$ 28.00	\$ 28.00
76	560-00890	STR	Pt. Lot 268	1.03	1.03	0.417	Andrea Nikita	-	\$ 28.00	\$ 28.00
80	560-01117	STR	Pt. Lot 269	0.21	0.21	0.085	Neil Arner	-	\$ 9.00	\$ 9.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
81	560-01119	STR	Pt. Lot 269	0.17	0.17	0.069	David Krahn	\$ -	\$ 9.00	\$ 9.00
82	560-01121	STR	Pt. Lot 269	0.17	0.17	0.069	Terry Ramsay & Amy Wiper	\$ -	\$ 9.00	\$ 9.00
83	560-01123	STR	Pt. Lot 269	0.20	0.20	0.081	Heidi & Paul Harnish	\$ -	\$ 9.00	\$ 9.00
84	560-01125	STR	Pt. Lot 269	0.33	0.33	0.134	Cameron & Grace Fast	\$ -	\$ 12.00	\$ 12.00
85	560-01127	STR	Pt. Lot 269	0.34	0.34	0.138	Antonio & Sheila Lopetrone	\$ -	\$ 13.00	\$ 13.00
86	560-01129	STR	Pt. Lot 269	0.19	0.19	0.077	Trevor & Kari Smith	\$ -	\$ 9.00	\$ 9.00
87	560-01131	STR	Pt. Lot 269	0.17	0.17	0.069	Steven & Mckenzie Chortos	\$ -	\$ 9.00	\$ 9.00
88	560-01133	STR	Pt. Lot 269	0.17	0.17	0.069	Jason Clark & Amanda Middleton	\$ -	\$ 9.00	\$ 9.00
89	560-01135	STR	Pt. Lot 269	0.21	0.21	0.085	Michael & Tina O'Connor	\$ -	\$ 10.00	\$ 10.00
90	560-01137	STR	Pt. Lot 269	0.21	0.21	0.085	Eric & Amanda Noel	\$ -	\$ 10.00	\$ 10.00
91	560-01200	STR	Pt. Lot 269	0.17	0.17	0.069	Wilhelm & Jessica Loewen	\$ -	\$ 9.00	\$ 9.00
93	560-01234	STR	Pt. Lot 269	0.21	0.21	0.085	Carlos Correa & Gloria Arango	\$ -	\$ 10.00	\$ 10.00
94	560-01236	STR	Pt. Lot 269	0.18	0.18	0.073	Benjamin & Melissa Fischer	\$ -	\$ 10.00	\$ 10.00
95	560-01238	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Sharon Birch	\$ -	\$ 9.00	\$ 9.00
96	560-01240	STR	Pt. Lot 269	0.28	0.28	0.113	Alexander & Jamesina Keeney	\$ -	\$ 13.00	\$ 13.00
97	560-01242	STR	Pt. Lot 269	0.26	0.26	0.105	David & Toni Curtis	\$ -	\$ 11.00	\$ 11.00
98	560-01244	STR	Pt. Lot 269	0.31	0.31	0.125	Nancy Garraway & John Etue	\$ -	\$ 12.00	\$ 12.00
99	560-01246	STR	Pt. Lot 269	0.16	0.16	0.065	Al Langstaff	\$ -	\$ 9.00	\$ 9.00
100	560-01248	STR	Pt. Lot 269	0.17	0.17	0.069	Maninder Brar & Prabhjeet Kaur	\$ -	\$ 9.00	\$ 9.00
101	560-01249	STR	Pt. Lot 269	0.21	0.21	0.085	Virginia Deman & The Canada Trust Company	\$ -	\$ 10.00	\$ 10.00
102	560-01252	STR	Pt. Lot 269	0.18	0.18	0.073	Connie Bilton	\$ -	\$ 10.00	\$ 10.00
103	560-01254	STR	Pt. Lot 269	0.17	0.17	0.069	Michael & Rita Beaulé	\$ -	\$ 9.00	\$ 9.00
104	560-01256	STR	Pt. Lot 269	0.17	0.17	0.069	Keith Cullin	\$ -	\$ 9.00	\$ 9.00
105	560-01258	STR	Pt. Lot 269	0.22	0.22	0.089	Brian Mitchell & Jane Harley	\$ -	\$ 12.00	\$ 12.00
106	560-01260	STR	Pt. Lot 269	0.26	0.26	0.105	Mario & Sonia Mendes	\$ -	\$ 11.00	\$ 11.00
107	560-01262	STR	Pt. Lot 269	0.28	0.28	0.113	Fredy & Corin Menjivar	\$ -	\$ 13.00	\$ 13.00
108	560-01264	STR	Pt. Lot 269	0.22	0.22	0.089	Douglas Dalpe	\$ -	\$ 12.00	\$ 12.00
109	560-01266	STR	Pt. Lot 269	0.17	0.17	0.069	Santino Viselli & Megan Manchester	\$ -	\$ 9.00	\$ 9.00
110	560-01268	STR	Pt. Lot 269	0.17	0.17	0.069	Irene Stewart	\$ -	\$ 9.00	\$ 9.00
111	560-01270	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Lindsay Iatonna	\$ -	\$ 10.00	\$ 10.00
112	560-01310	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher South & Maegan Ferranti	\$ -	\$ 9.00	\$ 9.00
113	560-01312	STR	Pt. Lot 269	0.17	0.17	0.069	Justin & Sarah Snelgrove	\$ -	\$ 9.00	\$ 9.00
114	560-01314	STR	Pt. Lot 269	0.20	0.20	0.081	Crystal Hudon & Michael Bondy	\$ -	\$ 9.00	\$ 9.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
115	560-01316	STR	Pt. Lot 269	0.22	0.22	0.089	Tyler & Patricia Driedger	\$ -	\$ 10.00	\$ 10.00
116	560-01318	STR	Pt. Lot 269	0.15	0.15	0.061	Edward & Brenda Ryall	\$ -	\$ 13.00	\$ 13.00
117	560-01320	STR	Pt. Lot 269	0.16	0.16	0.065	James & Nicole Bradley	\$ -	\$ 9.00	\$ 9.00
118	560-01322	STR	Pt. Lot 269	0.21	0.21	0.085	Kevin Anderson & Michele Lowe	\$ -	\$ 9.00	\$ 9.00
119	560-01324	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Desramaux & Megan Watson	\$ -	\$ 9.00	\$ 9.00
120	560-01326	STR	Pt. Lot 269	0.20	0.20	0.081	Bker & Zelia Abdulkader	\$ -	\$ 9.00	\$ 9.00
121	560-01328	STR	Pt. Lot 269	0.19	0.19	0.077	Peter Millar & Jaclyn Garant	\$ -	\$ 9.00	\$ 9.00
122	560-01330	STR	Pt. Lot 269	0.12	0.12	0.049	Cottam Solar Limited	\$ -	\$ 6.00	\$ 6.00
123	560-01334	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
124	560-01336	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
125	560-01338	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
126	560-01340	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
127	560-01342	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
128	560-01343	STR	Pt. Lot 269	0.06	0.06	0.024	Cottam Solar Limited	\$ -	\$ 3.00	\$ 3.00
129	560-01344	STR	Pt. Lot 269	0.22	0.22	0.089	Cottam Solar Limited	\$ -	\$ 11.00	\$ 11.00
130	560-01345	STR	Pt. Lot 269	0.30	0.30	0.121	Cottam Solar Limited	\$ -	\$ 14.00	\$ 14.00
131	560-01346	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
132	560-01348	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
133	560-01350	STR	Pt. Lot 269	0.31	0.31	0.125	Cottam Solar Limited	\$ -	\$ 15.00	\$ 15.00
134	560-01352	STR	Pt. Lot 269	0.34	0.34	0.138	Cottam Solar Limited	\$ -	\$ 16.00	\$ 16.00
135	560-01354	STR	Pt. Lot 269	0.27	0.27	0.109	Cottam Solar Limited	\$ -	\$ 13.00	\$ 13.00
136	560-01356	STR	Pt. Lot 269	0.21	0.21	0.085	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
137	560-01358	STR	Pt. Lot 269	0.25	0.25	0.101	Cottam Solar Limited	\$ -	\$ 12.00	\$ 12.00
138	560-01360	STR	Pt. Lot 269	0.20	0.20	0.081	Cottam Solar Limited	\$ -	\$ 10.00	\$ 10.00
139	560-01362	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
140	560-01364	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
141	560-01366	STR	Pt. Lot 269	0.18	0.18	0.073	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
142	560-01368	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
143	560-01370	STR	Pt. Lot 269	0.19	0.19	0.077	Cottam Solar Limited	\$ -	\$ 9.00	\$ 9.00
144	560-01372	STR	Pt. Lot 269	0.20	0.20	0.081	Christian Fairey & Hailee Mathies	\$ -	\$ 9.00	\$ 9.00
145	560-01374	STR	Pt. Lot 269	0.18	0.18	0.073	Mary Chapman & Wayne Roy	\$ -	\$ 10.00	\$ 10.00
146	560-01376	STR	Pt. Lot 269	0.18	0.18	0.073	Amy & Robert Purdy	\$ -	\$ 10.00	\$ 10.00
147	560-01378	STR	Pt. Lot 269	0.18	0.18	0.073	Anthony & Sarah Querin	\$ -	\$ 10.00	\$ 10.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
148	560-01380	STR	Pt. Lot 269	0.18	0.18	0.073	Norman Davison & Stephen Laurie	\$ -	\$ 10.00	\$ 10.00
149	560-01382	STR	Pt. Lot 269	0.20	0.20	0.081	Danielle Oles	\$ -	\$ 9.00	\$ 9.00
150	560-02390	STR	Pt. Lot 269	0.17	0.17	0.069	Randy & Lori Duhig	\$ -	\$ 9.00	\$ 9.00
151	560-02400	STR	Pt. Lot 269	0.17	0.17	0.069	Allan & Laura Gagne	\$ -	\$ 9.00	\$ 9.00
152	560-02401	M100	Lot 25	0.34	0.34	0.138	Curtis Bishop	\$ -	\$ 13.00	\$ 13.00
153	560-02402	M100	Lot 24	0.30	0.30	0.121	Wanda Hayes	\$ -	\$ 11.00	\$ 11.00
154	560-02403	M100	Lot 23	0.28	0.28	0.113	Ivan Dets	\$ -	\$ 13.00	\$ 13.00
155	560-02404	M100	Lot 22	0.24	0.24	0.097	Ronald & Debra Mitchell	\$ -	\$ 8.00	\$ 8.00
156	560-02405	M100	Lot 21	0.17	0.17	0.069	Daniel Stanley	\$ -	\$ 9.00	\$ 9.00
157	560-02406	M100	Lot 20	0.19	0.19	0.077	Francesco Incitti & Sofia Montgomery	\$ -	\$ 9.00	\$ 9.00
158	560-02407	M100	Lot 19	0.18	0.18	0.073	John & Krista Armaly	\$ -	\$ 10.00	\$ 10.00
159	560-02408	M100	Lot 18	0.18	0.18	0.073	Shelley Schraeder	\$ -	\$ 10.00	\$ 10.00
160	560-02409	M100	Lot 17	0.17	0.17	0.069	Daniel & Twyla St.Louis	\$ -	\$ 9.00	\$ 9.00
161	560-02410	M100	Lot 16	0.17	0.17	0.069	Florin Serbanescu	\$ -	\$ 9.00	\$ 9.00
162	560-02411	M100	Lot 15	0.17	0.17	0.069	James & Cheryl Sagaert	\$ -	\$ 9.00	\$ 9.00
163	560-02412	M100	Lot 28	0.22	0.22	0.089	Neil & Barbara Banman	\$ -	\$ 10.00	\$ 10.00
164	560-02413	M100	Lot 29	0.22	0.22	0.089	Joseph & Susan Schembri	\$ -	\$ 10.00	\$ 10.00
165	560-02416	M100	Lot 32	0.18	0.18	0.073	Ian & Janet Williams	\$ -	\$ 10.00	\$ 10.00
166	560-02417	M100	Lot 33	0.18	0.18	0.073	Anthony Esposito	\$ -	\$ 10.00	\$ 10.00
167	560-02418	M100	Lot 34	0.18	0.18	0.073	Richard & Brenda Summerfield	\$ -	\$ 10.00	\$ 10.00
168	560-02419	M100	Lot 35	0.18	0.18	0.073	Mary Squance	\$ -	\$ 10.00	\$ 10.00
169	560-02420	M100	Lot 36	0.18	0.18	0.073	Carol Montello	\$ -	\$ 10.00	\$ 10.00
170	560-02421	M100	Lot 37	0.18	0.18	0.073	James & Ginger Bogdon	\$ -	\$ 10.00	\$ 10.00
171	560-02422	M100	Lot 38	0.18	0.18	0.073	John & Bonnie Marr	\$ -	\$ 10.00	\$ 10.00
172	560-02423	M100	Lot 14	0.19	0.19	0.077	Johan & Sarah Wiebe	\$ -	\$ 9.00	\$ 9.00
173	560-02424	M100	Lot 13	0.17	0.17	0.069	Joseph Foley & Volha Baranova	\$ -	\$ 9.00	\$ 9.00
174	560-02425	M100	Lot 12	0.17	0.17	0.069	Rojina & Ruth Veeresar	\$ -	\$ 9.00	\$ 9.00
175	560-02426	M100	Lot 11	0.17	0.17	0.069	David & Karen Middleton	\$ -	\$ 9.00	\$ 9.00
176	560-02427	M100	Lot 10	0.17	0.17	0.069	Timothy & Jennine Meloche	\$ -	\$ 9.00	\$ 9.00
177	560-02428	M100	Lot 9	0.17	0.17	0.069	Jason & Sherri Dutot	\$ -	\$ 9.00	\$ 9.00
178	560-02429	M100	Lot 8	0.19	0.19	0.077	Ralph & Veronica Devries	\$ -	\$ 9.00	\$ 9.00
179	560-02430	M100	Lot 7	0.17	0.17	0.069	Donald & Mary Bryant	\$ -	\$ 9.00	\$ 9.00
180	560-02431	M100	Lot 6	0.20	0.20	0.081	David Pereira & Kathleen Dennison	\$ -	\$ 9.00	\$ 9.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
181	560-02432	M100	Lot 5	0.18	0.18	0.073	Becky & Corey Coussens	\$ -	\$ 10.00	\$ 10.00
182	560-02433	M100	Lot 4	0.18	0.18	0.073	Shannon Dalgleish & Robert Scott	\$ -	\$ 10.00	\$ 10.00
183	560-02434	M100	Lot 3	0.18	0.18	0.073	Timothy & Sherry Rudge	\$ -	\$ 10.00	\$ 10.00
184	560-02435	M100	Lot 2	0.21	0.21	0.085	Cornelio & Anna Fehr	\$ -	\$ 9.00	\$ 9.00
185	560-02436	STR	Pt. Lot 269	0.21	0.21	0.085	Jake Fehr	\$ -	\$ 9.00	\$ 9.00
186	560-02437	STR	Pt. Lot 269	0.17	0.17	0.069	David Barwick & Angela Mulcaster-Boer	\$ -	\$ 9.00	\$ 9.00
187	560-02438	STR	Pt. Lot 269	0.17	0.17	0.069	Steven Moon & Gail Donais	\$ -	\$ 9.00	\$ 9.00
188	560-02439	STR	Pt. Lot 269	0.17	0.17	0.069	Gerald & Tammy Poirier	\$ -	\$ 9.00	\$ 9.00
189	560-02440	STR	Pt. Lot 269	0.17	0.17	0.069	Jeffrey & Amanda Ferreira	\$ -	\$ 9.00	\$ 9.00
190	560-02441	STR	Pt. Lot 269	0.21	0.21	0.085	Steven & Cynthia Ghikadis	\$ -	\$ 9.00	\$ 9.00
191	560-02442	STR	Pt. Lot 269	0.20	0.20	0.081	William & Sarah Smith	\$ -	\$ 9.00	\$ 9.00
192	560-02443	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Shannon Belleau	\$ -	\$ 9.00	\$ 9.00
193	560-02444	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Shelby Wilkins	\$ -	\$ 9.00	\$ 9.00
194	560-02445	STR	Pt. Lot 269	0.19	0.19	0.077	Chad Gray	\$ -	\$ 9.00	\$ 9.00
195	560-02446	STR	Pt. Lot 269	0.19	0.19	0.077	Gary & Patricia Bain	\$ -	\$ 9.00	\$ 9.00
196	560-02447	STR	Pt. Lot 269	0.19	0.19	0.077	Herbert Bernhardt & Kathleen Sauter	\$ -	\$ 9.00	\$ 9.00
197	560-02448	STR	Pt. Lot 269	0.19	0.19	0.077	Douglas & Ann Sabga	\$ -	\$ 9.00	\$ 9.00
198	560-02449	STR	Pt. Lot 269	0.19	0.19	0.077	Jacob Hildebrant & Helen Boldt	\$ -	\$ 9.00	\$ 9.00
199	560-02450	STR	Pt. Lot 269	0.19	0.19	0.077	David & Sabrina Green	\$ -	\$ 9.00	\$ 9.00
200	560-02451	STR	Pt. Lot 269	0.20	0.20	0.081	Kyle Sayers	\$ -	\$ 9.00	\$ 9.00
201	560-02452	STR	Pt. Lot 269	0.21	0.21	0.085	Gregory Anger & Samantha Tofflemire	\$ -	\$ 9.00	\$ 9.00
202	560-02453	STR	Pt. Lot 269	0.21	0.21	0.085	Wayne & Ellen Hyland	\$ -	\$ 9.00	\$ 9.00
203	560-02454	STR	Pt. Lot 269	0.20	0.20	0.081	Charles & Jennifer Tilden	\$ -	\$ 9.00	\$ 9.00
204	560-02455	STR	Pt. Lot 269	0.20	0.20	0.081	Faye St. Pierre	\$ -	\$ 9.00	\$ 9.00
205	560-02456	STR	Pt. Lot 269	0.20	0.20	0.081	Dave & Sue Maedel	\$ -	\$ 9.00	\$ 9.00
206	560-02457	STR	Pt. Lot 269	0.20	0.20	0.081	Roger Mercer & Luwana Mealing-Mercer	\$ -	\$ 9.00	\$ 9.00
207	560-02458	STR	Pt. Lot 269	0.20	0.20	0.081	Robert & Laura Kapetanov	\$ -	\$ 9.00	\$ 9.00
208	560-02459	STR	Pt. Lot 269	0.20	0.20	0.081	Ismael Oozeer & Bodeha Booze-Oozeer	\$ -	\$ 9.00	\$ 9.00
209	560-02460	STR	Pt. Lot 269	0.24	0.24	0.097	Patrick & Debra Brophy	\$ -	\$ 8.00	\$ 8.00
210	560-02461	STR	Pt. Lot 269	0.34	0.34	0.138	Harry & Bonnie Terzopoulos	\$ -	\$ 13.00	\$ 13.00
211	560-02462	STR	Pt. Lot 269	0.18	0.18	0.073	Dean & Sandra Pearson	\$ -	\$ 10.00	\$ 10.00
212	560-02463	STR	Pt. Lot 269	0.23	0.23	0.093	Keith & Elizabeth Cornell	\$ -	\$ 8.00	\$ 8.00
213	560-02464	STR	Pt. Lot 269	0.17	0.17	0.069	Joshua & Michelle Weeks	\$ -	\$ 9.00	\$ 9.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
214	560-02465	STR	Pt. Lot 269	0.17	0.17	0.069	Victoria Davison & John Hunter	\$ -	\$ 9.00	\$ 9.00
215	560-02466	STR	Pt. Lot 269	0.20	0.20	0.081	Shawn & Angie Couvillon	\$ -	\$ 9.00	\$ 9.00
216	560-02467	STR	Pt. Lot 269	0.24	0.24	0.097	Donald & Kailyn Neal	\$ -	\$ 8.00	\$ 8.00
217	560-02468	STR	Pt. Lot 269	0.24	0.24	0.097	Michael Richmond & Andrea Balkwill	\$ -	\$ 8.00	\$ 8.00
218	560-02469	STR	Pt. Lot 269	0.24	0.24	0.097	Dwane & Suzanne Osborne	\$ -	\$ 8.00	\$ 8.00
219	560-02470	STR	Pt. Lot 269	0.17	0.17	0.069	Brian Cinat & Karlea Beresh	\$ -	\$ 9.00	\$ 9.00
220	560-02471	STR	Pt. Lot 269	0.18	0.18	0.073	Glenn & Karen Quinlan	\$ -	\$ 10.00	\$ 10.00
221	560-02472	STR	Pt. Lot 269	0.18	0.18	0.073	Florence Rivest	\$ -	\$ 10.00	\$ 10.00
222	560-02473	STR	Pt. Lot 269	0.19	0.19	0.077	Dina Pantoja & Oscar Molina	\$ -	\$ 9.00	\$ 9.00
223	560-02474	STR	Pt. Lot 269	0.19	0.19	0.077	August & Lorrie Hoekstra	\$ -	\$ 9.00	\$ 9.00
224	560-02475	STR	Pt. Lot 269	0.19	0.19	0.077	Dennis & Catherine Dugdale	\$ -	\$ 9.00	\$ 9.00
225	560-02476	STR	Pt. Lot 269	0.19	0.19	0.077	Karen Allen	\$ -	\$ 9.00	\$ 9.00
226	560-02477	STR	Pt. Lot 269	0.19	0.19	0.077	Timothy Kelly & Shannon Dubai-Kelly	\$ -	\$ 9.00	\$ 9.00
227	560-02478	STR	Pt. Lot 269	0.19	0.19	0.077	Brandon Sonoski & Shania Taylor	\$ -	\$ 9.00	\$ 9.00
228	560-02479	STR	Pt. Lot 269	0.19	0.19	0.077	Jason & Andrea Powell	\$ -	\$ 9.00	\$ 9.00
229	560-02480	STR	Pt. Lot 269	0.19	0.19	0.077	Tarcisio & Mary-Jo Morassut	\$ -	\$ 9.00	\$ 9.00
230	560-02481	STR	Pt. Lot 269	0.19	0.19	0.077	Salvatore Peralta & Carlee Fleming	\$ -	\$ 9.00	\$ 9.00
231	560-02482	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Annette Gabriele	\$ -	\$ 9.00	\$ 9.00
232	560-02483	STR	Pt. Lot 269	0.25	0.25	0.101	Linda Fick & Nancy Kujawski	\$ -	\$ 9.00	\$ 9.00
233	560-02484	STR	Pt. Lot 269	0.22	0.22	0.089	Denis Sterling	\$ -	\$ 10.00	\$ 10.00
234	560-02485	STR	Pt. Lot 269	0.20	0.20	0.081	Jacob & Helena Froese	\$ -	\$ 9.00	\$ 9.00
235	560-02486	STR	Pt. Lot 269	0.20	0.20	0.081	Steven & Diane Doyle	\$ -	\$ 9.00	\$ 9.00
236	560-02487	STR	Pt. Lot 269	0.20	0.20	0.081	Derek & Diane Cameron	\$ -	\$ 9.00	\$ 9.00
237	560-02488	STR	Pt. Lot 269	0.18	0.18	0.073	Cindy Mills	\$ -	\$ 10.00	\$ 10.00
238	560-02489	STR	Pt. Lot 269	0.18	0.18	0.073	Mark & Tammy Clifford	\$ -	\$ 10.00	\$ 10.00
239	560-02490	STR	Pt. Lot 269	0.18	0.18	0.073	Joseph & Helga Bondy	\$ -	\$ 10.00	\$ 10.00
240	560-02491	STR	Pt. Lot 269	0.18	0.18	0.073	Richard Ferrato	\$ -	\$ 10.00	\$ 10.00
241	560-02492	STR	Pt. Lot 269	0.20	0.20	0.081	Randy & Tracey Baillargeon	\$ -	\$ 9.00	\$ 9.00
242	560-02493	STR	Pt. Lot 269	0.19	0.19	0.077	Robert & Julie Wilson	\$ -	\$ 9.00	\$ 9.00
243	560-02494	STR	Pt. Lot 269	0.19	0.19	0.077	Daniel & Melissa Langis	\$ -	\$ 9.00	\$ 9.00
244	560-02495	STR	Pt. Lot 269	0.19	0.19	0.077	David & Irene Doody	\$ -	\$ 9.00	\$ 9.00
245	560-02496	STR	Pt. Lot 269	0.19	0.19	0.077	William & Natalie Simon	\$ -	\$ 9.00	\$ 9.00
246	560-02497	STR	Pt. Lot 269	0.22	0.22	0.089	Craig & Jennifer Newman	\$ -	\$ 10.00	\$ 10.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
247	560-02498	STR	Pt. Lot 269	0.29	0.29	0.117	Lizabeth Matte	\$ -	\$ 14.00	\$ 14.00
248	560-02499	STR	Pt. Lot 269	0.17	0.17	0.069	Richard Dunn	\$ -	\$ 9.00	\$ 9.00
249	560-02500	M100	Lot 1	0.36	0.36	0.146	William & Cheryl Carmichael	\$ -	\$ 14.00	\$ 14.00
250	560-02501	STR	Pt. Lot 269	0.19	0.19	0.077	Derek & Kristen Freeman	\$ -	\$ 9.00	\$ 9.00
251	560-02503	STR	Pt. Lot 269	0.17	0.17	0.069	Dean & Patricia Dame	\$ -	\$ 9.00	\$ 9.00
252	560-02504	STR	Pt. Lot 269	0.17	0.17	0.069	Arthur Delaney	\$ -	\$ 9.00	\$ 9.00
253	560-02505	STR	Pt. Lot 269	0.17	0.17	0.069	Ted & Carleen Hunter	\$ -	\$ 9.00	\$ 9.00
254	560-02506	STR	Pt. Lot 269	0.17	0.17	0.069	Brian & Lynn Higgins	\$ -	\$ 9.00	\$ 9.00
255	560-02507	STR	Pt. Lot 269	0.17	0.17	0.069	Coreen Sykes & Paul Epp	\$ -	\$ 9.00	\$ 9.00
256	560-02508	STR	Pt. Lot 269	0.17	0.17	0.069	Christopher & Mallory Branov	\$ -	\$ 9.00	\$ 9.00
257	560-02509	STR	Pt. Lot 269	0.17	0.17	0.069	Andy & Christine Faraci	\$ -	\$ 9.00	\$ 9.00
258	560-02510	STR	Pt. Lot 269	0.17	0.17	0.069	Margaret Mccord	\$ -	\$ 9.00	\$ 9.00
259	560-02511	STR	Pt. Lot 269	0.17	0.17	0.069	Erin Livingston	\$ -	\$ 9.00	\$ 9.00
260	560-02512	STR	Pt. Lot 269	0.17	0.17	0.069	Ronan & Melanie Oliver	\$ -	\$ 9.00	\$ 9.00
261	560-02513	STR	Pt. Lot 269	0.17	0.17	0.069	John & Carol Quinn	\$ -	\$ 9.00	\$ 9.00
262	560-02600	TRS	Pt. Lot 269	0.49	0.49	0.198	Ricky & Brenda Garant	\$ -	\$ 17.00	\$ 17.00
263	560-02601	STR	Pt. Lot 269	0.35	0.35	0.142	Kenneth & Rosemary Roadhouse	\$ -	\$ 14.00	\$ 14.00
264	560-02620	STR	Pt. Lot 269	0.39	0.39	0.158	Maria Klaas	\$ -	\$ 10.00	\$ 10.00
266	560-02660	STR	Pt. Lot 269	2.07	2.07	0.838	Town of Kingsville	\$ -	\$ 51.00	\$ 51.00
267	560-02700	STR	Pt. Lot 269	0.64	0.64	0.259	Gary & Maria Klaas	\$ -	\$ 19.00	\$ 19.00
269	560-02900	TRS	Pt. Lot 269	0.54	0.54	0.219	David Parise & Ryan McLeod	\$ -	\$ 25.00	\$ 25.00
270	560-02901	STR	Pt. Lot 268	0.46	0.46	0.186	Essex County Community Living	\$ -	\$ 19.00	\$ 19.00
271	560-02902	STR	Pt. Lot 268	0.46	0.46	0.186	John & Michelle Ivanisko	\$ -	\$ 20.00	\$ 20.00
273	560-03001	STR	Pt. Lot 268	0.83	0.83	0.336	Dennis Mostoway & Dawn Reaume	\$ -	\$ 28.00	\$ 28.00
274	560-03100	STR	Pt. Lot 268	1.00	1.00	0.405	Mark Voligny & Michelle Winger	\$ -	\$ 33.00	\$ 33.00
275	560-03101	STR	Pt. Lot 268	0.69	0.69	0.279	Preston Harris & Germaine Gould	\$ -	\$ 30.00	\$ 30.00
277	560-03300	STR	Pt. Lot 268	1.89	1.89	0.765	Beverley & Kristine Iles	\$ -	\$ 53.00	\$ 53.00
278	560-03350	STR	Pt. Lot 268	0.46	0.46	0.186	Pedro & Aganetha Dyck	\$ -	\$ 16.00	\$ 16.00
282	560-03520	STR	Lot 268	1.24	1.24	0.502	Nicholas & Erin Hayes	\$ -	\$ 36.00	\$ 36.00
285	560-03800	STR	Pt. Lot 267	0.48	0.48	0.194	Peter & Elizabeth Peters	\$ -	\$ 18.00	\$ 18.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS: *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
286	560-03900	TRS	Pt. Lot 267	0.42	0.42	0.170	Cody Haynes	\$ -	\$ 16.00	\$ 16.00
288	560-04100	STR	Pt. Lot 267	0.75	0.75	0.304	Rita & Ralph Wigle	\$ -	\$ 23.00	\$ 23.00

Total on Privately Owned - Non-Agricultural Lands..... \$ 1,614.00 \$ 3,465.00 \$ 5,079.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
1	460-00700	6	Pt. Lot 1	50.00	25.00	10.117	Andre & Colette Cazabon	\$ 237.00	\$ 89.00	\$ 326.00
3	460-00702	6	Pt. Lot 1	49.03	49.03	19.842	Richard & Donna Valenciuk	\$ 902.00	\$ 188.00	\$ 1,090.00
4	460-00800	6	Pt. Lot 2	47.29	32.29	13.068	Burstyn Farms Ltd.	\$ 280.00	\$ 100.00	\$ 380.00
7	460-00900	6	Pt. Lot 2	48.20	33.20	13.436	Matthew Hyland	\$ 310.00	\$ 103.00	\$ 413.00
10	460-01000	6	Pt. Lot 3	99.54	14.54	5.884	Stephen Ferguson	\$ 323.00	\$ 152.00	\$ 475.00
12	460-01200	6	Pt. Lot 4	49.60	20.10	8.134	Joslyne Rizza	\$ 321.00	\$ 210.00	\$ 531.00
14	460-01300	6	Pt. Lot 4	97.91	17.91	7.248	Lawrence & Joseph Miehls	\$ 296.00	\$ 210.00	\$ 506.00
16	460-01400	6	Pt. Lot 5	99.55	19.95	8.074	Ronald & Karen Kendrick	\$ 342.00	\$ 246.00	\$ 588.00
18	460-01504	6	Pt. Lot 5	49.47	8.94	3.618	Edward Ross	\$ 140.00	\$ 112.00	\$ 252.00
20	460-01511	6	Pt. Lot 5	50.58	10.05	4.067	Edward Ross	\$ 173.00	\$ 134.00	\$ 307.00
21	460-01600	6	Pt. Lot 6	98.53	18.53	7.499	Davin & Nicole Kendrick	\$ 313.00	\$ 308.00	\$ 621.00
22	460-01700	6	Pt. Lot 6	49.08	20.00	8.094	Henry Renaud	\$ 344.00	\$ 332.00	\$ 676.00
23	490-00800	6	Pt. Lots 8 & 9	200.00	102.00	41.279	Milton Hillier	\$ -	\$ 942.00	\$ 942.00
24	490-01300	7	Pt. Lot 8	50.00	50.00	20.235	James Ferguson	\$ -	\$ 422.00	\$ 422.00
25	490-01400	7	Pt. Lot 8	40.00	40.00	16.188	James & Diane Ferguson	\$ -	\$ 368.00	\$ 368.00
26	490-01500	7	Pt. Lot 8	62.59	41.00	16.592	Brent & Michelle Ramsay	\$ -	\$ 360.00	\$ 360.00
27	490-01700	7	Pt. Lot 9	54.69	54.69	22.133	Donna & Steven Merritt	\$ -	\$ 461.00	\$ 461.00
28	490-01800	7	Pt. Lots 9 and 10	59.71	59.71	24.164	Donna & Steven Merritt	\$ -	\$ 578.00	\$ 578.00
29	490-01900	6	Pt. Lot 7	97.51	14.00	5.666	Neil & Sharla Ferguson	\$ -	\$ 138.00	\$ 138.00
32	490-02100	6	Pt. Lot 8	66.70	34.70	14.043	Dorothy & Laurence Merritt	\$ -	\$ 355.00	\$ 355.00
33	490-02200	6	Pt. Lot 8	1.37	1.37	0.554	Laurence & Dorothy Merritt	\$ -	\$ 45.00	\$ 45.00
34	490-02300	6	Lot 9 & Pt. Lot 10	103.25	66.25	26.811	Stevan Barisic	\$ -	\$ 704.00	\$ 704.00
35	500-00101	7	Pt. Lot 7	44.73	44.73	18.102	Cottam Radiator Ltd. & James Ferguson	\$ 396.00	\$ 683.00	\$ 1,079.00
37	500-00150	7	Pt. Lot 7	50.59	25.50	10.320	James & Jeannette Sylvestre	\$ 197.00	\$ 380.00	\$ 577.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable): *Continued*

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
40	500-00250	7	Pt. Lot 7	50.25	24.38	9.866	James Sylvestre	\$ 168.00	\$ 359.00	\$ 527.00
42	500-00400	7	Pt. Lot 6	71.55	50.00	20.235	David & Debbie Alexander	\$ 225.00	\$ 697.00	\$ 922.00
43	500-00500	7	Pt. Lot 6	88.47	88.47	35.803	David & Jason Alexander	\$ 413.00	\$ 1,204.00	\$ 1,617.00
46	500-00700	7	Pt. Lot 5	48.70	48.70	19.709	Richard & Phylliss Barnett	\$ 321.00	\$ 617.00	\$ 938.00
48	500-00900	7	Pt. Lot 5	25.00	25.00	10.117	Michael & Patricia Hamlin	\$ 391.00	\$ 407.00	\$ 798.00
49	500-01000	7	Pt. Lot 4	120.49	86.00	34.804	Robert & Jerry Vriesacker	\$ 761.00	\$ 757.00	\$ 1,518.00
51	500-01100	7	Pt. Lot 3	50.00	50.00	20.235	Brian & Dorene Lester	\$ 388.00	\$ 320.00	\$ 708.00
54	500-01202	7	Pt. Lot 3	46.85	46.85	18.960	Karen & Adam Schmitchen	\$ 275.00	\$ 328.00	\$ 603.00
56	500-01400	7	Pt. Lot 2	45.00	45.00	18.211	Bradley & Ruth Salter	\$ 258.00	\$ 279.00	\$ 537.00
58	500-01600	7	Pt. Lot 2	24.18	24.18	9.786	Sharon & Eric Mulcaster	\$ 171.00	\$ 132.00	\$ 303.00
61	500-01800	7	Pt. Lots 1 & 2	48.00	42.00	16.997	Todd Gee & Kelly Dunn	\$ 378.00	\$ 188.00	\$ 566.00
63	500-02900	7	Pt. Lot 5	74.48	56.50	22.865	Robert & David Alexander	\$ -	\$ 625.00	\$ 625.00
64	500-03000	7	Pt. Lot 5	47.93	28.17	11.400	Donald & Cora Bertram	\$ -	\$ 330.00	\$ 330.00
65	500-03100	7	Pt. Lot 6	34.50	11.00	4.452	Jason & Laura Alexander	\$ -	\$ 143.00	\$ 143.00
66	500-03300	7	Pt. Lot 7	48.98	30.00	12.141	Steckle Farms Limited	\$ -	\$ 466.00	\$ 466.00
67	560-00500	STR	Pt. Lot 267	64.76	34.76	14.067	John & David Bachtold	\$ -	\$ 460.00	\$ 460.00
72	560-00600	STR	Pt. Lot 267	25.10	25.10	10.158	Larry & Tammy Meloche	\$ -	\$ 338.00	\$ 338.00
73	560-00700	STR	Pt. Lot 267	24.50	24.50	9.915	John & David Bachtold	\$ -	\$ 279.00	\$ 279.00
77	560-00900	STR	Pt. Lot 268	50.00	50.00	20.235	Chevalier Farms & Elevator Ltd.	\$ -	\$ 504.00	\$ 504.00
78	560-01000	STR	Pt. Lot 269	90.07	90.07	36.451	Richard & Sharon Kendrick	\$ -	\$ 886.00	\$ 886.00
79	560-01002	STR	Pt. Lot 269	6.98	6.98	2.825	Richard & Sharon Kendrick	\$ -	\$ 64.00	\$ 64.00
268	560-02800	STR	Pt. Lot 269	11.13	11.13	4.504	Jacob & Yola Pretli	\$ -	\$ 166.00	\$ 166.00
276	560-03200	STR	Pt. Lot 268	45.31	45.31	18.337	Margery Macgregor	\$ -	\$ 493.00	\$ 493.00
280	560-03420	STR	Pt. Lot 268	22.23	22.23	8.996	Leo Hayes	\$ -	\$ 253.00	\$ 253.00
281	560-03500	STR	Pt. Lot 268	71.89	71.89	29.093	Charles & Craig Chevalier	\$ -	\$ 750.00	\$ 750.00
284	560-03700	TRS	Pt. Lot 267	25.00	25.00	10.117	George Newman	\$ -	\$ 476.00	\$ 476.00
287	560-04000	STR	Pt. Lot 267	18.50	18.50	7.487	Gerald & Iris Pillon	\$ -	\$ 230.00	\$ 230.00
289	560-04200	STR	Pt. Lot 267	24.24	24.24	9.810	Milka Jezdic	\$ -	\$ 305.00	\$ 305.00
Total on Privately Owned - Agricultural Lands (grantable).....								\$ 8,323.00	\$ 19,676.00	\$ 27,999.00

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

Parcel ID Number	Tax Roll Number	Con. or Plan Number	Lot or Part of Lot	Acres Owned	Acres Affected	Hectares Affected	Owner's Name	Value of Benefit	Value of Outlet	TOTAL VALUE
11	460-01100	6	Pt. Lot 3	99.54	14.54	5.88	Marian Maslin	\$ 323.00	\$ 133.00	\$ 456.00
265	560-02653	STR	Pt. Lot 269	24.25	24.25	9.81	1575742 Ontario Ltd.	\$ -	\$ 166.00	\$ 166.00
272	560-03000	STR	Pt. Lot 268	10.01	10.01	4.05	Justin Ireland & Jamie Meunier	\$ -	\$ 117.00	\$ 117.00
279	560-03400	STR	Pt. Lot 268	3.38	3.38	1.37	Leo Hayes	\$ -	\$ 50.00	\$ 50.00
283	560-03600	STR	Pt. Lot 268	7.25	7.25	2.93	Daniel & Jenny Nantais	\$ -	\$ 78.00	\$ 78.00
Total on Privately Owned - Agricultural Lands (non-grantable).....								\$ 323.00	\$ 544.00	\$ 867.00
TOTAL ASSESSMENT					2179.42	881.998		\$ 15,000.00	\$ 35,000.00	\$ 50,000.00

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Date: September 23, 2024

To: Mayor and Council

Author: Vitra Chodha, Town Planner

RE: Consent (B-2024-16) and Zoning By-law Amendment (ZBA-2024-8) for 3442 County Road 23

RECOMMENDED ACTION

That consent application B-2024-16, to sever an existing dwelling, deemed surplus to the needs of the applicants' farming operation with an area of 1.88 ac (0.76 ha) shown as Part 2 & 4 on the applicants' sketch and to create a permanent easement in favour of the severed farm lot shown as Part 3 on the applicants' sketch, known as 3442 County Road 23, in the Town of Kingsville, **BE APPROVED**, subject to the following conditions:

1. That the necessary deed(s), transfer or changes be submitted electronically, signed and fully executed, including a copy of the reference plan, prior to certification.
2. That the Owner provide confirmation to the satisfaction of the Town that the new septic system on the property meets Ontario Building Code requirements and setbacks in relation to the revised lot line locations.
3. That the Owner obtain a permit from the County of Essex for a new driveway access for the retained farm lot on County Road 23 prior to consent being endorsed on the deeds
4. That, prior to consent being endorsed on the deeds, the property owners are to execute an agreement for drainage apportionment due to lands severance approved by the Municipality for each parcel being severed and provide us with a lot grading plan. Drainage Apportionment Agreement Request, 12R plan and lot grading plan shall be submitted to the Municipality a minimum of one month prior to the stamping of the deeds.
5. The conditions imposed above shall be fulfilled by September 23rd, 2026, or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

That Zoning by-law application ZBA-2024-8, to amend the Comprehensive Zoning By-law 1-2014 for the Town of Kingsville, to amend the zoning on the retained farm parcel

municipally known as VL County Road 23 from 'General Agricultural (A1)' to 'Agricultural - Restricted (A2)' and the severed residential parcel known as 3442 County Road 23 from 'General Agricultural (A1)' to 'Rural Residential (RR)' **BE APPROVED**

That the corresponding Zoning By-law Amendment (By-law 71-2024) **BE ADOPTED**, during the By-law section of this Council agenda.

BACKGROUND

The Town of Kingsville has received the above-noted applications for lands located on the east side of County Road 23, north of 3396 County Road 23 (see location map in Appendix A). The subject parcel is designated 'Agricultural' by the Official Plan and is zoned 'General Agricultural (A1)' under the Kingsville Comprehensive Zoning By-law.

The subject parcel is 50.0 acres (20.2 ha) with a frontage of approximately 337.2 m (1106.2 ft) and contains a dwelling with accessory structures. It is proposed that the dwelling and accessory structures deemed surplus to the owner's farming needs be severed on a new lot. The proposed severed parcel, shown as Part 2 & 4 on the applicant's survey (attached as Appendix B), has an area of 1.88 ac (0.76 ha). The applicant is also proposing a permanent easement on the severed surplus farm dwelling lot shown as Part 3 on the applicant's survey (attached as Appendix B), in favor of the retained farm lot for servicing.

As a result of the consent, an application to rezone the retained farm parcel from 'General Agricultural (A1)' to 'Agricultural- Restricted (A2)' and rezone the severed surplus farm dwelling lot from 'General Agricultural (A1)' to 'Rural Residential (RR)' are submitted in conjunction to prohibit future dwellings on the retained parcel and recognize the residential use on the severed parcel as per Provincial and Town policies.

DISCUSSION

1) Provincial Policy Statement (PPS), 2020:

When reviewing a planning application to determine if it represents sound planning, it is imperative that the proposed development is consistent with the Provincial Policy Statement (PPS). Section 2.3.4.1(c) permits, "a residence surplus to a farming operation as a result of farm consolidation," to be severed, "provided that the planning authority ensures that new residential dwellings are prohibited on any vacant remnant parcel of farmland created by the severance."

The application is consistent with the PPS definition of a residence surplus to a farming operation and future dwellings will be prohibited on the retained farm parcel as a condition of consent, in that the retained parcel must be rezoned to "Restricted Agriculture (A2)".

2) Town of Kingsville Official Plan

The Official Plan for the Town of Kingsville designates the severed and retained lands as 'Agriculture'.

The requested consent to sever the surplus dwelling conforms to the policies of Section 7.3.1, Agriculture Land Division, of the Official Plan. The proposed severed parcel is within the recommended size limit of 0.8 ha (1.97 ac.) or less.

The severed parcel, Parts 2 & 4 has an area of 0.76 ha (1.88 ac.) therefore the application conforms with Section 7.3.1 of the Kingsville Official Plan.

Section 7.3.1.2 c) of the Kingsville Official Plan that was amended on December 1st, 2023, states that "c) the surplus residential dwelling must have been in existence prior to the date of the adoption of this plan and in a habitable condition".

The proposed surplus farm dwelling to be severed was built before December 1st, 2023, and is in habitable condition, therefore the application conforms with Section 7.3.1.2 c) of the Kingsville Official Plan.

3) Comprehensive Zoning By-law

The severed parcel, Part 2& 4, has an area of 0.76 ha (1.88 ac.) and frontage of 78.53 m (257.64 ft.) and will have access and frontage on County Road 23.

The retained parcel will have access and frontage on County Road 23.

There are no zoning issues created because of the creation of the surplus dwelling lot. The retained farm parcel will be rezoned from 'Agricultural (A1)' to 'Agriculture - Restricted (A2)' to prohibit future dwellings as required by the surplus dwelling consent policies and the severed residential lot will be rezoned from Agricultural (A1)' to 'Rural Residential (RR)'

FINANCIAL CONSIDERATIONS

The impact to assessment resulting from the severance of the dwelling from the farm parcel is anticipated to be minimal.

ENVIRONMENTAL CONSIDERATIONS

There are no anticipated environmental impact resulting from the severance of the dwelling from the farm parcel.

CONSULTATIONS

Public Consultations

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

Agency & Administrative Consultation

In accordance with O. Reg 545/06 of the Planning Act, Agencies and Town Administration received the Notice of Public Meeting by mail and/or email. At the time of writing, the following comments have been received from circulated agencies.

- 1) **Essex Region Conservation Authority (ERCA)** (Appendix C - ERCA comments)
 - a. ERCA has no objections to the Consent and Zoning By-law amendment applications.
- 2) **Kingsville Technical Advisory Committee**
 - a. Septic review is required to determine if there is an existing septic system on each property and confirm that it meets Ontario Building Code requirements and setbacks.
 - b. Ensure all building services are contained within existing property lines and do not cross over into newly established property lines. Owner and/or consultant is required to provide verification that all services are maintained on the retained parcels and do not cross property lines.
 - c. A plan showing how both parcels are draining independently to a legal outlet and drainage apportionment agreement is required

PREPARED BY:



Vitra Chodha
Planner

REVIEWED BY:



Richard J.H. Wyma CSLA
Director of Planning and Development

3442 Arner Townline (County Road 23)



Legend

- Essex Municipalities
 - <all other values>
 - Kingsville
- Street
- Kingsville Assessment

Notes

Location Map

Appendix A

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.

0 217.26 434.5 Meters

1: 13,034 1/16/2024

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE SMART-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (B1' WEST LONGITUDE) NAD83 (CSRS) (2010.0). COORDINATE VALUES ARE TO AN UTM ACCURACY IN ACCORDANCE WITH SECTION 14(2) OREG 216/10

POINT ID	NORTHING	EASTING
ORP-A	4664390.952	349799.537
ORP-B	4663098.515	349695.867

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

AREAS
AREAS SHOWN ON THIS PLAN ARE IN SQUARE METRES AND CAN BE CONVERTED TO SQUARE FEET BY MULTIPLYING BY 10.76391.

PARTS SCHEDULE				
PART	LOT	CONCESSION	P.I.N.	AREA
1			PART OF 75166-0046 (LT)	16.7 Ha. 196,946.249 Sq.m.
2			PART OF 75166-0046 (LT)	0.58 Ha. 5,845.812 Sq.m.
3	LOT 1		PART OF 75166-0046 (LT)	0.39 Ha. 396,926 Sq.m.
4			PART OF 75166-0046 (LT)	0.15 Ha. 1,523.194 Sq.m.

PARTS 1, 2, 3 and 4 (INCLUSIVE) COMPRISES ALL OF PIN 75166-0046 (LT)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT
DATE: JUNE 10, 2024
Bloss J. Sutherland
BLOSS J. SUTHERLAND
ONTARIO LAND SURVEYOR

PLAN 12R-29799
RECEIVED AND DEPOSITED
DATE: 2024/07/29
Kokya Coleman
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

APPENDIX B

PLAN OF SURVEY
OF
PART LOT 1, CONCESSION 6,
(IN THE GEOGRAPHIC TOWNSHIP OF GOSFIELD)
IN THE
TOWN OF KINGSVILLE
COUNTY OF ESSEX



BEARING REFERENCE
BEARINGS ARE UTM GRID, DERIVED FROM THE OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, NAD83 UTM ZONE 17, (CSRS), (2010).
A CLOCKWISE ROTATION OF 1°04'20" MUST BE APPLIED TO PLAN 12R-19245 FOR COMPARISONS.
A CLOCKWISE ROTATION OF 1°14'45" MUST BE APPLIED TO PLAN PLAN 12R-11966 FOR COMPARISONS.
A CLOCKWISE ROTATION OF 1°08'39" MUST BE APPLIED TO P3 FOR COMPARISONS.

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

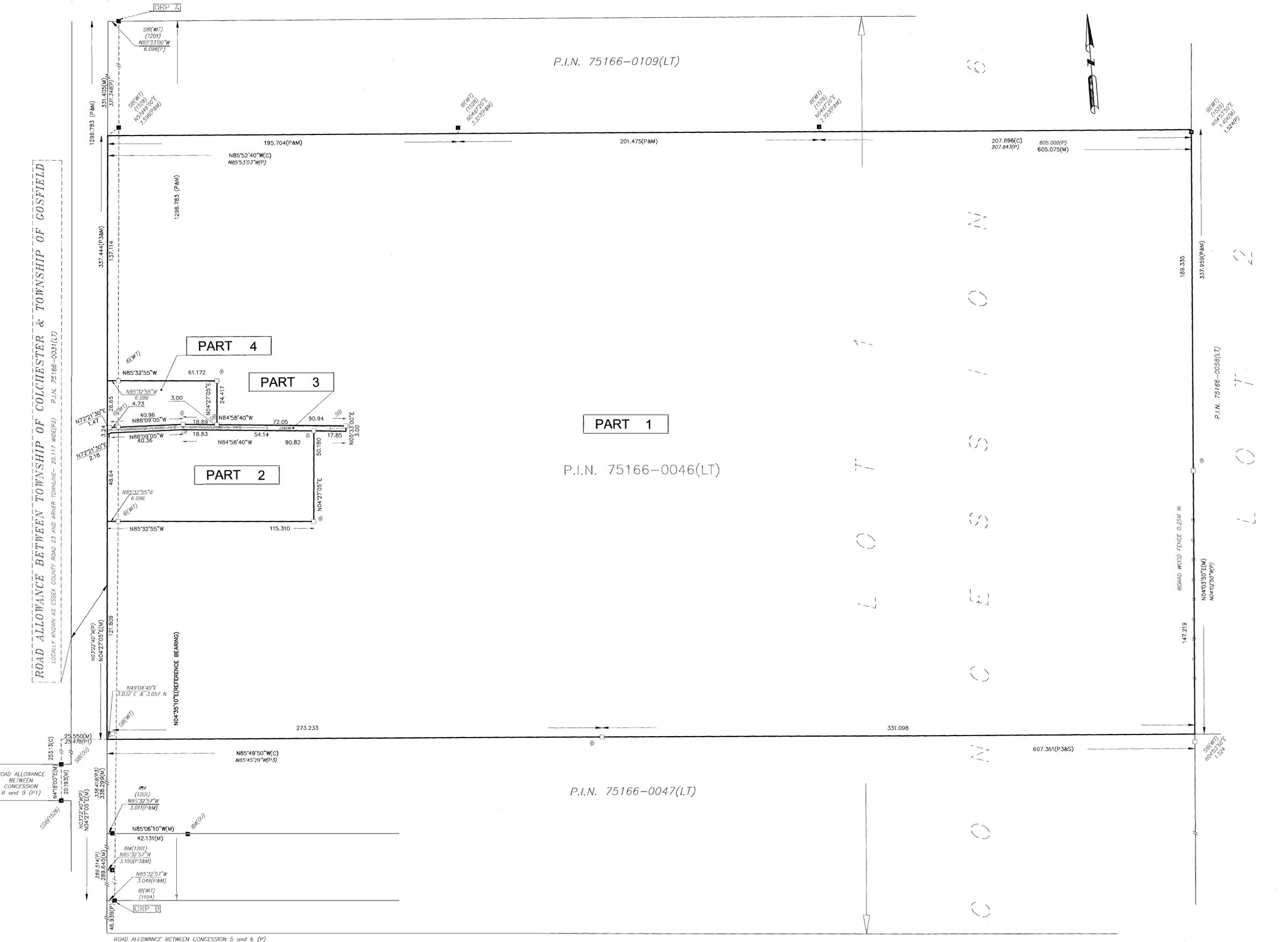
DISTANCES
DISTANCES HEREON ARE HORIZONTAL AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999847333

- LEGEND**
- SIB DENOTES 25 mm X 25 mm X 1.22 m STANDARD IRON BAR
 - SSIB DENOTES 25 mm X 25 mm X 0.61 m SHORT STANDARD IRON BAR
 - IB DENOTES 16 mm X 16 mm X 0.61 m IRON BAR
 - IB# DENOTES 19 mm Diameter X 0.61 m ROUND IRON BAR
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1858
 - WIT. DENOTES WITNESS
 - (S) DENOTES SET
 - (PROP) DENOTES SET PROPORTIONALLY
 - (N.T.S.) DENOTES NOT TO SCALE
 - (OU) DENOTES ORIGIN UNKNOWN
 - (S/W) DENOTES 3" X 3/8" SPIKE/WASHER
 - (NBF) DENOTES NO BAR FOUND
 - (D) DENOTES DEED INST. No.
 - (P) DENOTES PLAN 12R-19245
 - (P2) DENOTES PLAN 12R-7416
 - (P3) DENOTES FIELD NOTES DATED NOV 8/2001, PLAN FILE H-541, VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
 - (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.
 - (1528) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
 - (1194) DENOTES JOHN B. SMEETON INC., O.L.S.
 - J DENOTES PERPENDICULAR
 - (M) DENOTES MEASURED
 - ← DENOTES NOT TO SCALE
 - (LT) DENOTES LAND TITLES
 - DENOTES SET BY INTERSECTION
 - (P1) DENOTES PLAN 12R-11966

"NOTE"
This plan has been prepared for the limited use of *Linda Cooban* and for the purpose of a Reference Plan and cannot be used by other parties.
This plan is to remain confidential, is prepared under copyright and must not be used without the permission of the signing surveyor or the company responsible for the plan.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 20 DAY OF MARCH, 2024.
DATE: JUNE 10, 2024
Bloss J. Sutherland
BLOSS J. SUTHERLAND
ONTARIO LAND SURVEYOR
for TOTAL TECH SURVEYING INC.
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2214927.

Total Tech Surveying Inc.
341 Talbot St. N.
Units 2 & 3
Essex, ON N8M 2W3
(519) 776-9887





planning@erca.org

P.519.776.5209

F.519.776.8688

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

February 05, 2024

Ms. Vitra Choda

Town Planner

The Corporation of the Town of Kingsville

2021 Division Road North

Kingsville Ontario, N9Y 2Y9

Dear Ms. Vitra Choda:

RE: Application for Consent and Application for Zoning By-law Amendment for 3442 County Rd 23, ARN 371146000000700; PIN: 751660046

The Town of Kingsville has received an Application for Consent and Application for Zoning By-law Amendment for the above noted subject property municipally known as 3442 County Road 23 in the Town of Kingsville.

The Consent Application proposes to sever a surplus farm dwelling with a lot area of approximately 0.76 ha from the existing parcel of 20.23 ha.

The Zoning By-law Application proposes to rezone the retained farm parcel from 'General Agricultural A1' to 'Agricultural Restricted A2' to prohibit future dwellings on the retained parcel.

The following is provided as a result of our review of the Application for Consent and Application for Zoning By-Law Amendment for ZBA 3442 County Rd 23.

NATURAL HAZARDS AND REGULATORY RESPONSIBILITIES UNDER THE CONSERVATION AUTHORITIES ACT, O. REG 686/21, PPS

The following comments reflect ERCA's role in protecting people and property from the threats of natural hazards and regulating development hazards lands under Section 28 of the *Conservation Authorities Act*.

The above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservation Authorities Act* (Ontario Regulation No. 158/06). The parcel falls within the regulated area of the 7th Concession Drain and Sweetman Knister Drain. The property owner will be required to obtain an approval from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by Section 28 of the *Conservation Authorities Act*.



Ms. Vitra Choda
February 05, 2024

FINAL RECOMMENDATION

Our office has **no objection** to the proposed Consent Application and Zoning By-law Application for the subject property.

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

Sincerely,



Alicia Good

Watershed Planner

/ag



Date: August 27, 2024
To: Mayor and Council
Author: Shelby Gualt
Report No.: Kingsville 2024 Parade Road Closures

RECOMMENDED ACTION

That Council **APPROVES** the following streets be closed to vehicle traffic on Saturday, October 19, 2024, for the Migration Festival Parade;

- a. Staging area at 8 am: Wigle Avenue from Main Street to Lakeview Avenue
- b. Parade route at 10:00 am heading north on Wigle Avenue, turning west onto Main Street East, turning south onto Division Road South.
- c. The parade will end at Mill St, and parade floats will disperse southwards.
- d. Destaging area for 30 minutes after the parade end: Division St. from Mill St. to Stewart St. and Stewart St. from Division St. to Queen St.

And that Council **APPROVES** the following streets be closed to vehicle traffic on Saturday, November 16, 2024, for the Fantasy of Lights Parade;

- a. Staging area at 2:00 pm: Wigle Avenue from Main Street to Lakeview Avenue
- b. Parade route at 5:00 pm: heading north on Wigle Avenue, turning west onto Main Street East, turning south onto Division Road South, turning east onto Park St.
- c. The parade will end at Park St.
- d. Destaging area for 30 minutes after the parade ends: Park St. from Division Rd. to 140 Park St.

BACKGROUND

Migration Festival

For the 55th year, the Migration Festival is supported by the Migration Festival Committee of Council (Committee) and the Recreation Programs and Special Events Manager and staff. The event will be held from Thursday, October 17, to Sunday, October 20, 2024.

The parade returned to the community in 2023 after a three-year hiatus due to COVID and limited volunteers. Community members, school or service groups and businesses are encouraged to enter the parade. Last year, there were 27 floats/parade participants.

Other activities that will be occurring include the following.

Thursday, October 17, 2024

- 'En Plein' Artists Around Town

Friday, October 18, 2024

- 'En Plein' Artists Around Town
- 6 pm to 9 pm – Great Migration Kick-off featuring a concert by Jody Raffoul and chili dinner by 2nd Kingsville Scouting at Grovedale Arts and Culture Centre

Saturday, October 19, 2024

- 'En Plein' Artists Around Town
- 10 am - Migration Festival Parade
- 10 am to 12 p.m. - Quick Paint Competition at Mettawas Park
- 11:30 am to 3 pm - Children's Activities, including pumpkin carving, Kingsville Express rides, Birds of Prey demonstration, and children's entertainers at Lion's Park
- 10 am to 4 pm - Migration Market at Grovedale Arts and Culture Centre
- 1 pm to 3 pm - Bike Tour by Bike Kingsville
- Events at Jack Miner Migratory Bird Sanctuary

Sunday, October 20, 2024

- 1 pm to 5 pm - Art Show & Sale at Grovedale Arts and Culture Centre, with an awards ceremony at 4 pm
- 1 pm to 3 pm - Bike Tour by Bike Kingsville
- Events at Jack Miner Migratory Bird Sanctuary

Registration for the parade, market and further details can be found at www.migrationfestival.ca

Fantasy of Lights

For 30 years, the Fantasy of Lights Christmas Festival has been a community event that has included celebrating the season and lighting up the Town. The Fantasy of Lights Committee of Council (Committee) supports this event while working with the Recreation Programs and Special Events manager and staff.

The Fantasy of Lights parade is one of the signature events for children and adults of all ages as they watch Santa arrive in Kingsville. The 2024 Fantasy of Lights Parade is scheduled for Saturday, November 16 starting at 5:00 pm.

Following the parade, everyone is invited to Lakeside Park to watch the Lighting of the Lights Ceremony, free hot chocolate and cookies, live music, and a visit from Santa and Mrs. Clause. The Fantasy of Lights season will continue with the following events.

November 22 – December 22 (Weekends)

- Fantasy Express Train Rides
- Hot Chocolate, Cookies

December 1 - 25

- Light Up the Town - Decorate your house or business

December 3

- Paws & Claus - Bring your four-legged friends for a picture with Santa

December 7 and 8

- Christmas Artisan Market
- Music & Bonfires

December 14

- Breakfast with Santa
- Crafts with Santa by the Optimist Club of Kingsville

December 21

- Free Christmas Concert at Lakeside Park Pavilion

December 31 (New Year's Eve at the Kingsville Arena)

- Free Skating
- Fireworks

We are pleased to announce that SK Cornerstone Group has returned as the Parade Signature Sponsor and will sponsor our New Year's Eve Celebration.

Registration for the parade, market and further details can be found at www.fantasyoflights.ca.

DISCUSSION

Route Changes – Migration Festival

This route is similar to what was used in 2023. While the department and Council recognizes that every closure of a main road will cause some disruption for businesses and residents, the route did work well for the 2024 parade events. We were fortunate that business owners on Wigle Ave. generously loaned the use of their parking lots for these events.

We recommend changing the parade route for Migration Festival for the following reasons.

1. **Reduce Trapped Traffic:** The 2023 parade route goes full circle from Wigle Ave, Main St., Division St., Park St., and the leaving parade traffic is encouraged to continue to Wigle Ave to exit. This was common feedback from the community: the feeling that traffic was trapped in the centre of town.

For the Migration Festival, we are proposing a shortened route. The children's activities of the Migration Festival are held at Lions Park, and ending the parade near the park allows parade-goers to be closer to the event. It also reduces the traffic around Grovedale Arts and Culture Centre and Mettawas Park, which will allow attendees of the Migration Marketplace and Quick Paint a more efficient means of arriving at those events.

2. **Lessen Demands on Volunteers:** Shortening the route for Migration Festival also comes with the benefit of fewer road closures.

The present route has 37 barricades, which need to be covered by at least one volunteer and seven vehicles (OPP or town employees with trucks). When we do not secure enough volunteers, we must rely on paid staff.

The Migration Festival had 22 volunteers. Some volunteer pairs were responsible for two barricades (i.e. Mill St W and Mill St. E), and the remaining unmanned barricades were covered by hired crossing guards, security, and Parks and Recreation and Events staff.

With a shortened route, we can operate with 24 volunteers (one per barricade) and six vehicles.

3. **More Accessible Route for Parade Participants:** We also heard from the walking participants of the parade that the length of the route was difficult for them to accomplish. The past length was 2.15 km, not including the destaging or staging distance. The current length of the parade for Migration Festival is 1.5 km, not including the destaging or staging distance.

4. **Destaging Efficiency:** Destaging is the process of offloading any float patrons and removing items that are not secure at average road speeds.

Previously, we assigned specific areas for them to destage and closed the related roads. However, despite our best intentions, the parade floats often destaged in the ways that best served them (i.e., meeting at alternative locations or having no need to destage formally).

We are proposing to provide Stewart St. as a destaging area for the few floats that need to destage (at the time of this report, that is just one float) and then allow the rest of the road-worthy parade participants to continue south and disperse.

By reducing the route and eliminating the formal destaging area, floats can disperse more efficiently, regular traffic and foot traffic can get through town with fewer stoppages, and our volunteer and staffing requirements will be lower.

Further, the parade route has been determined by how it best complements the ongoing events around the parade.

We proposed ending the Migration Festival Parade at Mill St. with a dedicated destaging area on Division St. from Mill St. to Stewart St. and Stewart St. from Division St. to Queen St. The parade route would be 1.5 km long.

Migration Festival activities are held at Lions Park, which is on Mill St. By ending the parade near to this street, it will naturally bring the crowds to the Lions Park, where the children's activities. Further, by bringing traffic away from Park St, it means the Migration Marketplace and Great Migration Paint Out Quick Paint Competition will face less challenges around traffic and parking.

Route Changes – Fantasy of Lights

This route is the same as what was used in 2023. We are proposing a change in when we close certain roads.

Previously, we closed the parade route 20 minutes before the parade began along the entirety of the route. This allowed for traffic currently on the parade route to exit and kept the parade route clear for attendees and floats. However, it resulted in the east-west traffic of south Kingsville (Park St. through to Herrington St.) to be blocked and Lansdowne St. to experience heightened traffic stress.

For 2024, we are proposing leaving Herrington St and Park St. to be open for as long as possible during the parade. This was a process suggested via a SERT meeting, as an alternative to closing the roads fully during the entire parade.

While all roads north of Erie St. will be closed off at the time of the parade beginning (primary barricades), we will not close Herrington Rd. or Park St. (secondary barricades) until a later time. There will be a barricade on Division St. south, preventing traffic from heading north onto the parade route, instead directed onto Herrington St or Park St.

Once the parade begins to approach that area (when the first car turns the corner onto Division St.), the barricades will then be pulled at Park St. and Herrington St. and pulled off Division St. to allow the parade floats to continue their southbound path.

By doing this, we will maintain the east-west traffic of the south for as long as possible, which has been encouraged by emergency services.

The Fantasy of Lights committee notes there is a heavy amount of foot traffic on Herrington St. and Park St. The committee wants to ensure non-parade traffic is stopped on Herrington St. and Park St. when the parade is near, as people crowd in this area due to its proximity to the Flip the Switch Opening Ceremonies held at Lakeside Park Pavilion.

At the time the parade must close off Park St./Herrington St., it is expected that the barricades blocking off Spruce St. will be cleared shortly thereafter, meaning Lansdowne Ave can be used to bypass the final leg of the parade route. The Fantasy of Lights committee has an agreement with a private business on Park St. to use their parking facilities for a destaging area.

The Santa Claus Parade will end at Park St. The parade route would be a total of 2.16 km not including the staging or destaging area.

FINANCIAL CONSIDERATIONS

There are no financial considerations outside of the 2024 dollars allotted by Council.

The Migration Festival Event has a budget of \$20,350.

The Fantasy of Lights Event has a budget of \$37,200, which includes the parade and all events, including the New Year's fireworks.

New this year is costing for paid off-duty OPP officers due to a shortage of auxiliary officers. Approximately \$3,000 is required for each parade to pay for this service.

Both events also have significant human resources by the Programs and Community Events Team, as well as support from Parks, Recreation and Facilities, as well as Public Works.

ENVIRONMENTAL CONSIDERATIONS

All events strive to abide by the single-use plastic policy implemented by the Town.

CONSULTATIONS

- SERT Committee – including OPP, EMS, Fire, Public Works, and internal departments
- Fantasy of Lights Committee
- Migration Festival Committee
- SMT

PREPARED BY:

Shelby Gault

Shelby Gault
Community Events Coordinator

REVIEWED BY:

Karen Loney

Karen Loney
Manager of Recreation Programs and Special Events

Ryan McLeod

Ryan McLeod
Director of Finance and Corporate Services

John Norton

John Norton
CAO





Prince Albert St.

Kingville

Beech St

Jasperson Lane

Main St W

Parade Start

Pearl St W

Larry Santos Park

Mill St W

Lansdowne Ave

Gladstone Ave

Laurel St

Elm St

Stewart St

Maple St

Stanley St

Myrtle St

Industry Rd

Queen St

Erie St

Parade End

Fantasy of Lights 2024 - Proposed Route
2.16KM



-  Staging Area
-  Destaging Area
-  Truck Support
-  Secondary Barricades
-  Primary Barricades
-  Through Traffic



Date: September 23, 2024
To: Mayor and Council
Author: Daryl Flacks, Supervisor of By-Law Enforcement
RE: Property Standards By-law Update

RECOMMENDED ACTION

That the proposed amendments to the Property Standards By-law **BE APPROVED**;

And that By-law 72-2024, being a By-law to establish procedures governing the standards for the maintenance and occupancy of property within the municipality, **BE ADOPTED** during the By-law stage of the Council Agenda.

BACKGROUND

Upon review of the Property Standards By-Law, it has been determined that the original passing of the by-law occurred April 1999 with only minor variations made throughout time. As a result, a need to update and align the by-law with current changes to the Ontario Building Code have become apparent. Definitions have been added that provide clarity. An in depth review has also discovered errors, the result of changes to the formatting of the by-laws over the years. The objective of this amendment is to update and strengthen the Property Standards By-Law while modifying the penalty provisions as prescribed in the Ontario Building Code.

DISCUSSION

Below is a list of the proposed changes. For reference, please see Schedule "A" with the tracked changes version of the Property Standards By-law attached to this report

- Section 1.15 to 1.21 – added definitions for “Occupant”, “Owner”, “Property”, “Repair”, and “Sewage System”.
- Previously Section 1.25 – removed the definition of “Illuminated Commercial Sign”
- Section 2.10 – added language to clarify the reason why buildings are to be maintained.

- Section 2.14 – updated the allowable size of a compost pile to be no larger than 1.2 metres (previously 1.8 metres)
- Section 3.09 – added language to clarify that the provision is in compliance with the Ontario Building Code.
- Section 3.55 – added language to prohibit a building owner from disconnecting utilities to a building occupied by a tenant or lessee.
- Section 5.09 – added language to clarify that an Officer will determine what is deemed as inappropriate defacements of exterior walls of a building.
- Previously Sections 5.11 to 5.13 – section was removed as the Town is no longer regulating the illumination of commercial signs as directed by Council.
- Section 6.04 – updated language to clarify that Council shall appoint persons to a Property Standards Committee.
- Section 6.05 – added language to clarify the time frame and process for initiating an appeal of an Order made under the Building Code Act.
- Section 6.06 – added section explaining how appeals will be heard at a committee meeting and what authority the committee has.
- Section 6.10 – updated language to clarify that Orders to Comply issued under previous versions of the property standard by-law shall remain in effect until cleared by the Town.
- Section 6.12 – added provision that administrative fees will apply for the enforcement of a notice in accordance with the Town of Kingsville Fees By-law.

If an individual does not comply with an order, all fees and/or expenses for clean-up and bringing the property into compliance may be assessed and added to the property taxes. Additionally, in accordance with the Town's current 2024 Fees and Charges By-law, a minimum \$250.00 Administrative Fee will apply for the enforcement of a notice and \$100 per hour thereafter.

- Section 6.13 - updated language to align the maximum fine for an offence with the maximum fine prescribed in Section 36 of the Ontario Building Code Act.

A person who is convicted of an offence is liable to a fine of not more than \$50,000 for a first offence and to a fine of not more than \$100,000 for a subsequent offence.

A corporation is convicted of an offence, the maximum penalty that may be imposed upon the corporation is \$500,000 for a first offence and \$1,500,000 for a subsequent offence.

FINANCIAL CONSIDERATIONS

No financial considerations at this time. The updated fines in the by-law reflect Provincial Act(s).

ENVIRONMENTAL CONSIDERATIONS

No environmental considerations at this time.

CONSULTATIONS

Robert Frias, Chief Building Official
John Norton, Chief Administrative Officer
Kyla Ferguson, By-Law Enforcement Officer

PREPARED BY:



Daryl Flacks
Supervisor of By-Law Enforcement

REVIEWED BY:



Robert Frias
Chief Building Official



John Norton
Chief Administrative Officer

SCHEDULE 'A'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW XX - XXXX

Being a by-law to establish procedures governing the standards for the maintenance and occupancy of property within the municipality

WHEREAS Sections 15.1(3) of the *Building Code Act*, S.O. 1992, c. 23, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

AND WHEREAS the Official Plan(s) for the Corporation of the Town of Kingsville includes provisions relating to property conditions;

AND WHEREAS the Council of the Corporation of the Town of Kingsville is desirous of passing a by-law under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c. 23

AND WHEREAS Section 15.6(1) of the *Building Code Act*, S.O. 1992, c. 23 requires that a by-law passed under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c. 23 shall provide for the establishment of a Property Standards Committee:

NOW THEREFORE the Council of the Corporation of the Town of Kingsville hereby enacts the following:

PART I DEFINITIONS

In this by-law:

- 1.01 "Accessory Building"** means a detached building or structure, not used for human habitation, that is subordinate to the primary use of the same property.
- 1.02 "Apartment Building"** means a building containing more than four dwelling units with individual access from an internal corridor system.
- 1.03 "Approved"** means acceptance by the Property Standards Officer.
- 1.04 "Basement"** means that space of a building that is partly below grade, which has half or more of its height, measured from floor to ceiling above the average exterior finished grade.
- 1.05 "Cellar"** means that space of a building that is partly or entirely below grade, which has more than half of its height, measured from floor to ceiling below the average exterior finished grade.
- 1.06 "Dwelling"** means a building or structure or part of a building or structure, occupied or capable of being occupied, in whole or in part for the purpose of human habitation.
- 1.07 "Dwelling Unit"** means a room or suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping, and sanitary facilities.
- 1.08 "First Storey"** means that part of a building having a floor area closest to grade with a ceiling height of more than 1.8 meters (6 ft.) above grade.

- 1.09 "Guard"** means protective barrier installed around openings in floor areas or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, and other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.
- 1.10 "Habitable Room"** means any room in a dwelling unit used for or capable of being used for living, cooking, sleeping or eating purposes.
- 1.11 "Means of Egress"** means a continuous, unobstructed path of travel provided by a doorway, hallway, corridor, exterior passage way, balcony, lobby, stair, ramp, or other exit facility used for the escape of persons from any point within a building, a floor area, a room, or a contained open space to a public thoroughfare or an approved area of refuge usually located outside the building.
- 1.12 "Multiple Dwelling"** means a building containing three or more dwelling units.
- 1.13 "Non-Habitable Room"** means any room in a dwelling or dwelling unit other than a habitable room and includes a bathroom, a toilet room, laundry, pantry, lobby, corridor, stairway, closet, boiler room, or other space for service and maintenance of the dwelling for public use, and for access to and vertical travel between storeys, and basement or part thereof which does not comply with the standards of fitness for occupancy set out in this By-Law.
- 1.14 "Non-Residential Property"** means a building or structure or part of a building or structure not occupied in whole or in part for the purpose of human habitation, and includes the lands and premises appurtenant and all of the outbuildings, fences or erections thereon or therein.
- 1.15 "Occupant"** means any person or persons over the age of eighteen years in possession of the property
- 1.16 "Owner"** means the registered person, person in trust, a mortgagee in possession, a person who is managing or receiving the rent of the property, a lessee or a person who is in control of the property and includes a person, firm, partnership, corporation, company, association, or organization of any kind and its principal(s)
- 1.17 "Person"** means individual, firm, corporation, association or partnership.
- ~~**1.16 "Residential Property"** means any property that is used or designated for use as a domestic establishment in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.~~
- 1.18 "Property"** means a building or structure or part of a building or structure and includes the lands and premises appurtenant thereto and all mobile structures, outbuildings, fences and erections thereon, whether heretofore or hereafter erected and includes vacant property
- 1.19 "Repair"** means the provision of such facilities and the making of additions or alterations or the taking of such action as in restoring, renovating, mending as may be required so that the property shall conform to standards established in this by-law
- 1.20 "Residential Property"** means any property that is used or

designated for use as a domestic establishment in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.

1.21 "Sewage System" means the municipal sanitary sewer system or a private sewage disposal system approved by the person appointed as an inspector under the Building Code Act, S.O. 1992, c.23.

1.17 **1.22** **"Standards"** means the standards of the physical condition and of the occupancy prescribed for property by this By-law.

1.18 **1.23** **"Toilet Room"** means a room containing a water closet and a wash basin.

1.19 **1.24** **"Yard"** means the land other than publicly owned land around or appurtenant to the whole or any part of a residential or non-residential property and used or capable of being used in connection with the property.

1.20 ~~**1.25** **"Illuminated Commercial Sign"** means a word, letter, illustration, model, sign, placard, board or notice which uses electrical illumination to display a message for commercial purposes.~~

1.21 **1.26** **"Holiday Lighting"** means displays of light and decorations temporarily installed to celebrate the holiday season.

PART II

GENERAL STANDARDS FOR ALL PROPERTY

2.01 All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code, Ontario Fire Code and the Fire Prevention and Protection Act where applicable.

YARDS

2.02 Every yard, including vacant lots shall be kept clean and free from:

- 1) rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
- 2) wrecked, dismantled, discarded or abandoned machinery, vehicles, trailers or boats unless it is necessary for the operation of a business enterprise lawfully situated on the property;
- 3) long grass, brush, undergrowth and noxious weeds as defined by the *Weed Control Act*;
- 4) dilapidated, collapsed or partially constructed structures which are not currently under construction;
- 5) injurious insects, termites, rodents, vermin or other pests; and
- 6) dead, decayed or damaged trees or other natural growth.

SURFACE CONDITIONS

2.03 Surface conditions of yards shall be maintained so as to:

- 1) prevent ponding of storm water;

- 2) prevent instability or erosion of soil;
- 3) prevent surface water run-off from entering basements;
- 4) not exhibit an unsightly appearance;
- 5) be kept free of garbage and refuse;
- 6) be kept free of deep ruts and holes;
- 7) provide for safe passage under normal use and weather conditions, day or night; and
- 8) not to create a nuisance to other property.
- 9) be graded to prevent surface water run-off from being discharged onto adjacent property.

SEWAGE AND DRAINAGE

- 2.04** Sewage shall be discharged into the sewage system.
- 2.05** Sewage of any kind shall not be discharged on the surface of the ground, whether into a natural or artificial surface drainage system or otherwise.
- 2.06** Roof drainage shall not be discharged onto sidewalk, stairs, or adjacent property.

PARKING AREAS, WALKS AND DRIVEWAYS

- 2.07** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter.
- 2.08** Steps, walks, driveways, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions day or night.

ACCESSORY BUILDINGS, FENCES, AND OTHER STRUCTURES

- 2.09** Accessory buildings, fences and other structures appurtenant to the property shall be maintained in structurally sound condition and in good repair.
- 2.10** Accessory buildings, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material. **Buildings are to be maintained to prevent habitat for rodents, insects and vermin.**

2.10

GARBAGE DISPOSAL

- 2.11** **2.11** Every building, dwelling, and dwelling unit shall be provided with a sufficient number of suitable receptacles to contain all garbage, refuse and ashes that may accumulate on the property between the regularly designated collection days. Such receptacles shall be constructed of watertight material, provided with a tight fitting cover, and shall be maintained in a clean and odour free condition at all times.

- 2.12** **2.12** All garbage, refuse, and ashes shall be promptly placed in a

suitable container and made available for removal in accordance with the municipal garbage collection by-law where applicable.

2.13 2.13 Garbage storage areas shall be screened from public view.

COMPOST HEAPS

2.14 2.14 The occupant of a residential property may provide for a compost heap in accordance with the health regulations, provided that the compost pile is no larger than one square meter and ~~1.8 meters~~ 1.2 meters in height and is enclosed on all sides by concrete block, or lumber, or in a forty-five gallon container, a metal frame building with a concrete floor, or a commercial plastic enclosed container designed for composting.

LIGHTING

2.15 2.15 All exterior lighting fixtures shall be installed and maintained to the standards provided by the Building Code Act (Ontario), the Occupational Health and Safety Act (Ontario) and any other applicable legislation or regulation.

2.16 2.16 No exterior lighting shall be positioned so as to cause an impairment of the use or enjoyment of neighbouring properties.

2.17 Notwithstanding 2.16, Holiday Lighting is permitted during the period of November 15 to January 15.

PART III

RESIDENTIAL STANDARDS

GENERAL CONDITIONS

3.01 Every tenant, or occupant or lessee of a residential property shall maintain the property or part thereof and the land which they occupy or control, in a clean, sanitary and safe condition and shall dispose of garbage and debris on a regular basis, in accordance with municipal by-laws.

3.02 Every tenant, or occupant or lessee of a residential property shall maintain every floor, wall, ceiling and fixture, under their control, including hallways, entrances, laundry rooms, utility rooms, and other common areas, in a clean, sanitary and safe condition.

3.03 Accumulations or storage of garbage, refuse, appliances, or furniture in a means of egress shall not be permitted.

PEST PREVENTION

3.04 Dwellings shall be kept free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act*.

3.05 Openings, including windows, that might permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

STRUCTURAL SOUNDNESS

3.06 Every part of a dwelling shall be maintained in a structurally sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety as required by the Ontario Building Code.

- 3.07** Walls, roofs, and other exterior parts of a building shall be free from loose or improperly secured objects or materials.

FOUNDATIONS

- 3.08** Foundation wall of a dwelling shall be maintained so as to prevent the entrance of insects, rodents and excessive moisture. Maintenance includes the shoring of the walls to prevent settling, installing sub-soil drains, where necessary, at the footings, grouting masonry cracks, damp-proofing and waterproofing walls, joints and floors.
- 3.09** Every dwelling, except for slab on grade construction, shall be supported by foundation walls or piers which extend below the frost line, or to solid rock [in compliance with the Ontario Building Code.](#)

EXTERIOR WALLS

- 3.10** Exterior walls of a dwelling and their components, including soffits, fascia, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.
- 3.11** Exterior walls of a dwelling and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

WINDOWS AND DOORS

- 3.12** Windows, doors, skylights, and basement or cellar hatchways shall be maintained in good repair, weather tight and reasonably draught-free, to prevent heat loss and infiltration by the elements. Maintenance includes painting, replacing damaged doors, frames and other components, window frames, sashes and casings, replacement of non-serviceable hardware and re-glazing where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.
- 3.13** In a dwelling unit, all windows that are intended to be opened and all exterior doors shall have suitable hardware so as to allow locking or otherwise securing from inside the dwelling unit. At least one entrance door to a dwelling unit shall have suitable hardware so as to permit locking or securing from either inside or outside the dwelling unit.
- 3.14** Solid core doors shall be provided for all entrances to dwellings and dwelling units.
- 3.15** In residential buildings where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed between individual dwelling units and a secured entrance area, the said system shall be maintained in good working order at all times.
- 3.16** Every window in a leased dwelling unit that is located above the first storey of a multiple dwelling shall be equipped with an approved safety device that would prevent any part of the window from opening greater than would permit the passage of a 100 mm diameter (3.9 inches) sphere. Such safety device shall not prevent the window from being fully opened during an emergency situation by an adult without the use of tools.

ROOFS

- 3.17** Roofs of dwellings and their components shall be maintained in a weather tight condition, free from loose or unsecured objects or

materials.

- 3.18** The roofs of dwellings and accessory buildings shall be kept clear of accumulations of ice or snow or both.
- 3.19** Where eavestroughing, roof gutters, are provided they shall be kept in good repair, free from obstructions and properly secured to the building.

WALLS, CEILINGS AND FLOORS

- 3.20** Every wall, ceiling and floor in a dwelling shall be maintained so as to provide a continuous surface free of holes, cracks, loose coverings or other defects. Walls surrounding showers and bathtubs shall be impervious to water.
- 3.21** Every floor in a dwelling shall be reasonably smooth and level and maintained so as to be free of all loose, warped, protruding, broken, or rotted boards or other material that might cause an accident or allow the entrance of rodents and other vermin or insects.
- 3.22** Every floor in a bathroom, toilet room, kitchen, shower room, and laundry room shall be maintained so as to be impervious to water and readily cleaned.

STAIRS, PORCHES AND BALCONIES

- 3.23** Inside and outside stairs, porches, balconies and landings shall be maintained so as to be free of holes, cracks, and other defects which may constitute accident hazards. Existing stair treads or risers that show excessive wear or are broken, warped or loose and any supporting structural members that are rotted or deteriorated shall be repaired.

GUARDRAILS

- 3.24** A guard shall be installed and maintained in good repair on the open side of any stairway or ramp containing three (3) or more risers including the landing or a height of 600 mm (24") between adjacent levels. A handrail shall be installed and maintained in good repair in all stairwells. Guardrails shall be installed and maintained in good repair around all landings, porches and balconies. Guardrails, balustrades and handrails shall be constructed and maintained rigid in nature.

KITCHENS

- 3.25** Every dwelling shall contain a kitchen area equipped with:
- a) a sink that is served with hot and cold running water and is surrounded by surfaces impervious to grease and water;
 - b) suitable storage area of not less than 0.23 cubic meters (8 cubic feet);
 - c) a counter or work area at least 610 mm (2 ft.) in width by 1,220 mm (4ft.) in length, exclusive of the sink, and covered with a material that is impervious to moisture and grease and is easily cleaned; and
 - d) a space provided for cooking and refrigeration appliances including the suitable electrical or gas connections.

TOILET AND BATHROOM FACILITIES

- 3.26** Every dwelling unit shall contain a bathroom consisting of at least one fully operational water closet, washbasin, and a bathtub or suitable shower unit. Every washbasin and bathtub or shower shall have an

adequate supply of hot and cold running water. Every water closet shall have a suitable supply of running water.

- 3.27** Every required bathroom or toilet room shall be accessible from within the dwelling unit and shall be fully enclosed and provided with a door capable of being locked so as to allow privacy for the persons using said room.
- 3.28** Where toilet or bathroom facilities are shared by occupants of residential accommodation, other than self-contained dwelling units, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities.

PLUMBING

- 3.29** Each washbasin, a bathtub or shower, and one kitchen sink shall be equipped with an adequate supply of hot and cold running water. Hot water shall be supplied at a temperature of not less than 43 degrees Celsius (1100 F).
- 3.30** Every dwelling unit shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health.
- 3.31** All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working condition free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.
- 3.32** All plumbing fixtures shall be connected to the sewage system through traps.
- 3.33** Every fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains, or other defects that may harbour germs or impede thorough cleansing.

ELECTRICAL SERVICE

- 3.34** Every dwelling and dwelling unit shall be wired to electricity and shall be connected to an approved electrical supply system.
- 3.35** The electrical wiring, fixtures, switches, receptacles, and appliances located or used in dwellings, dwelling units and accessory buildings shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards. All electrical services shall conform to the regulations established by the *Power Corporation Act*, as amended.
- 3.36** Every habitable room in a dwelling shall have at least one electrical duplex outlet for each 11.1 square meters (120 sq. ft.) of floor space and for each additional 9.3 square meters (100 sq. ft.) of floor area, a second duplex outlet shall be provided. Extension cords shall not be used on a permanent basis.
- 3.37** Every bathroom, toilet room, kitchen, laundry room, furnace room, basement, cellar and non-habitable work or storage room shall be provided with a permanent light fixture.
- 3.38** Lighting fixtures and appliances installed throughout a dwelling unit, including hallways, stairways, corridors, passage ways, garages and basements, shall provide sufficient illumination so as to avoid health or accident hazards in normal use.

HEATING, HEATING SYSTEMS, CHIMNEYS AND VENTS

- 3.39** Every dwelling and building containing a residential dwelling unit or units shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 21 degrees Celsius (700 F) in the occupied dwelling units. The heating system shall be maintained in good working condition so as to be capable of safely heating the individual dwelling unit to the required standard.
- 3.40** All fuel burning appliances, equipment, and accessories in a dwelling shall be installed and maintained to the standards provided by the *Energy Act*, as amended or other applicable legislation.
- 3.41** Where a heating system or part thereof that requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a safe condition and in a convenient location so as to be free from fire or accident hazard.
- 3.42** Every dwelling shall be so constructed or otherwise separated to prevent the passage of smoke, fumes, and gases from that part of the dwelling which is not used, designed or intended to be used for human habitation into other parts of the dwelling used for habitation. Such separations shall conform to the Ontario Building Code.
- 3.43** All fuel burning appliances, equipment, and accessories in a dwelling shall be properly vented to the outside air by means of a smoke-pipe, vent pipe, chimney flue or other approved method.
- 3.44** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good repair so as to prevent the escape of smoke, fumes or gases from entering dwelling unit. Maintenance includes the removal of all obstructions, sealing open joints, and the repair of loose or broken masonry units.
- 3.45** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good condition so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.

FIRE ESCAPES, ALARMS AND DETECTORS

- 3.46** A listed fire alarm and a fire detection system, approved by the Canadian Association or Underwriters Laboratories of Canada, shall be provided by the owners of buildings of residential occupancies where sleeping accommodations are provided for more than ten (10) persons, except that such systems need not be provided where a public corridor or exit serves not more than four (4) dwelling units or individual lease sleeping rooms.
- 3.47** In addition to the provisions of Article 3.46 hereof, in every dwelling unit in a building, a listed smoke alarm, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, or detectors of the single station alarm type, audible within bedrooms when intervening doors are closed, shall be installed by the occupant between bedrooms or the sleeping area and the remainder of the dwelling unit, such as in a hallway or corridor serving such bedrooms or sleeping area. The products of combustion detector referred shall be:
- a) equipped with visual or audio indication that they are in operating condition;
 - b) mounted on the ceiling or on a wall between 152.4 and 304.8 mm (6 to 12 inches) below the ceiling.
- 3.48** Buildings using a fire escape as a secondary means of egress shall have the escape in good condition, free from obstructions and easily

reached through an open able window or door.

EGRESS

- 3.49** Every dwelling and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.
- 3.50** Each dwelling containing more than one dwelling unit shall have at least two (2) exists, both of which may be common or the one of which may be common and the other may be an exterior stair or fire escape. Access to the stairs or fire escape shall be from corridors through doors at floor level, except access from a dwelling unit may be through a vertically mounted casement window having an unobstructed opening of not less than 1,067 by 559 mm, (42 x 22 inches) with a sill height of not more than 914 mm, 36 inches), above the inside floor. A single exit is permitted from a dwelling unit here the path of egress is through an exterior door located at or near ground level and access to such exit is not through a room not under the immediate control of the occupants of the dwelling unit.

NATURAL LIGHT

- 3.51** Every habitable room except a kitchen, bathroom or toilet room shall have a window or windows, skylights or translucent panels facing directly or indirectly to an outside space and admits as much natural light equal to not less than ten percent of the floor area for living and dining rooms and five percent of the floor area for bedrooms and other finished rooms.

VENTILATION

- 3.52** Every habitable room in a dwelling unit, including kitchens, bathroom or toilet rooms, shall have openings for ventilation providing an unobstructed free flow of air of at least 0.28 square meters (3 sq. ft.), or an approved system of mechanical ventilation such that provide hourly air exchanges.
- 3.53** All systems of mechanical ventilation shall be maintained in good working order.
- 3.54** All enclosed areas including basements, cellars, crawl spaces and attics or roof spaces shall be adequately ventilated.

DISCONNECTED UTILITIES (added)

- 3.55** Owners of residential buildings or any person or persons acting on behalf of such owner shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to any residential unit or building occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

ELEVATING DEVICES

- 3.55** **3.56** Elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems shall be operational and maintained in good condition.

OCCUPANCY STANDARDS

- 3.56** **3.57** The number of occupants, residing on a permanent basis in a

individual unit, shall not exceed one person for every nine square meters (97 sq. ft.), of habitable floor area. For the purpose of computing habitable floor area, any area with the minimum ceiling height less than 2.1 meters (7 ft.) shall not be considered.

3.57 **3.58** No room shall be used for sleeping purposes unless it has a minimum width of two meters (6.6 ft.), and a floor area of at least seven square meters (75 sq. ft.). A room used for sleeping purposes by two or more persons shall have a floor area of at least four square meters (43 sq. ft.) per person.

3.58 **3.59** Any basement, or portion thereof, used as a dwelling unit shall conform to the following requirements:

- a) each habitable room shall comply with all the requirements set out in this By-Law;
- b) floors and walls shall be constructed so as to be damp proof and impervious to water leakage;
- c) each habitable room shall be separated from service rooms by a suitable fire separation and approved under the Ontario Building Code;
- d) access to each habitable room shall be gained without passage through a service room.

PART IV

VACANT LANDS AND BUILDINGS

4.01 All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

VACANT LANDS

4.02 Vacant land shall be maintained to the standards as described in Part II, Article 2.02, of this By-Law.

4.03 Vacant land shall be graded, filled or otherwise drained so as to prevent recurrent ponding of water.

VACANT BUILDINGS

4.04 Vacant buildings shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.

4.05 The owner or agent of a vacant building shall board up the building to the satisfaction of the Property Standards Officer by covering all openings through entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building and painted a colour compatible with the surrounding walls.

PART V

NON-RESIDENTIAL PROPERTY STANDARDS

5.01 All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

YARDS

- 5.02** The yards of non-residential property shall be maintained to the standard described in Part II, Article 2.02 of this By-Law.
- 5.03** The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard or any unsightly condition and shall provide unobstructed access for emergency vehicles. Where conditions are such that a neat and orderly fashion is achieved but is still offensive to view, the offensive area shall be suitably enclosed by a solid wall or painted board or metal fence not less than 1.8 meters (6 ft.) in height and maintained in good repair.

PARKING AREAS AND DRIVEWAYS

- 5.04** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter. Notwithstanding the foregoing, non-residential properties which abut residential properties, all areas used for vehicular traffic and parking shall have a surface covering of asphalt, or similar hard surface.
- 5.05** All areas used for vehicular traffic, parking spaces and other similar area shall be maintained so as to afford safe passage under normal use and weather condition.

STRUCTURAL SOUNDNESS

- 5.06** Every part of a building structure shall be maintained in a sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety required by the Ontario Building Code. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.
- 5.07** Walls, roofs, and other exterior parts of a building or structure shall be free from loose or improperly secured objects or materials.

EXTERIOR WALLS

- 5.08** Exterior walls of a building or a structure and their components, including soffits, fascia, windows and doors, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

5.09 Exterior walls of a building or a structure and their components, shall be free of inappropriate signs, painted slogans, graffiti and similar defacements that in the opinion of the Officer would be considered inappropriate.

GUARDRAILS

- 5.10** A guard shall be installed and maintained in good repair on the open side of any stairway or ramp containing three (3) or more risers including the landing or a height of 600 mm (24") between adjacent levels. A handrail shall be installed and maintained in good repair in all stairwells. Guardrails shall be installed and maintained in good repair around all landings, porches and balconies. Guardrails, balustrades and handrail shall be constructed and maintained rigid in nature.

LIGHTING

- 5.11** All non-residential buildings shall install and maintain sufficient

~~windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises.~~

ILLUMINATED COMMERCIAL SIGNS

~~5.12 Any person who owns or occupies a non-residential building is prohibited from operating an illuminated Commercial Sign outside of or on such building between the hours of 11:00 p.m. and 7:00 a.m.~~

~~5.13 Notwithstanding 5.12, any person who owns or occupies a non-residential building is permitted to operate an illuminated Commercial Sign between the hours of 11:00 p.m. of one day and 7:00 a.m. of the next day provided that the business is open for retail sales to the general public.~~

PART VI

ADMINISTRATION AND ENFORCEMENT

6.01 This By-Law shall apply to all property within the limits of the municipality.

6.02 The imperial measurements contained in this By-Law are given for reference only.

OFFICERS

6.03 The Council of the municipality shall appoint a Property Standards Officer(s) to be responsible for the administration and enforcement of this By-Law.

PROPERTY STANDARDS COMMITTEE

~~6.04 The Committee of Adjustment as appointed by Council shall act as the Property Standards Committee and shall be responsible for the enforcement of this By-Law. Council shall establish and appoint persons to a Property Standards Committee which shall exercise the authority granted to it under the Building Code Act.~~

~~6.05 Every person who initiates an appeal of an Order made under Section 15.2(2) of the Ontario Building Code Act, S. O. 1992, c23, shall submit a Notice of Appeal in the time frame and in the manner as prescribed in section 15.3 (1) of the Act.~~

6.05 An owner or occupant who has been served with an order made under subsection 15.2 (2) of the Ontario Building Code Act, S.O. 1992, c23, and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a notice of appeal by registered mail to the secretary of the committee within 14 days after being served with the order. In the event that no appeal is filed, the order shall be deemed to have been confirmed

6.06 On an appeal, the committee shall hear the appeal and has all the powers and functions of the officer who made the order. The committee may do any of the following things if, in the committee's opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair

2. Extend the time for complying with the order

COMPLIANCE

~~6.06~~ **6.07** The owner of any property which does not conform to the standards as set out in this By-law shall repair and/or maintain said property to comply with the standards or the property shall be cleared of all buildings, structures, debris or refuse and left in a leveled and graded condition.

VALIDITY

~~6.07~~ **6.08** If an article of this By-Law is for any reason held to be invalid, the remaining articles shall remain in effect until repealed.

~~6.08~~ **6.09** Where a provision of this By-Law conflicts with the provision of another By-Law in force within the municipality, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

TRANSITIONAL RULES

~~After the date of the passing this By-Law and all previous Property Standards By-Laws in the former Town of Kingsville, Township of Gosfield North and Township of Gosfield South, as amended, shall apply only to those properties in which an Order to Comply has been issued prior to the date of passing of this By-Law, and then only to such properties until such time as the work required by such Order has been complete or any enforcement proceedings with respect to such Order, including any demolition, clearance, or repair carried out by the municipality shall have been concluded.~~

6.10 After the date of the passing of this By-Law and all previous Property Standards By-Laws, as amended, shall apply only to those properties in which an Order to Comply has been issued prior to the date of passing of this By-Law, and then only to such properties until such time as the work required by such Order has been completed or any enforcement proceedings with respect to such Order, including any demolition, clearance, or repair carried out by the municipality shall have been concluded

TITLE

~~6.10~~ **6.11** This By-Law may be referred to as "The Property Standards By-Law".

ADMINISTRATIVE FEES~~Administrative Fees (added)~~

6.12 In accordance with the Town of Kingsville Fees By-law, a minimum Administrative Fee will apply for the enforcement of a notice and a set fee per hour thereafter

PENALTY PROVISION

~~**6.13** Any person who violates any provision of this By-Law or causes, or permits a violation shall be subject to a penalty not exceeding \$1,000.00 exclusive of costs, for each offence, and such penalty shall be recoverable under the Provincial Offences Act, or any successor Act thereto.~~

~~6.11~~

6.13 Any person who is convicted of an offence is liable to a maximum fine as prescribed in Section 36 of the Ontario Building Code Act, S.O. 1992, c23, as amended

EFFECTIVE DATE AND REPEAL

~~6.126.14~~ **6.14** THAT By-law 068-2023, and any amendments thereto, are

hereby repealed.

6.15 THAT this by-law shall come into force and take effect on the final
6.13 passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
XX DAY OF [MONTH] [YEAR].**

MAYOR, Dennis Rogers

ACTING CLERK, Angela Toole

Date: September 23, 2024
To: Mayor and Council
Author: Courtney Godfrey, Manager, Parks, Recreation and Facilities
RE: Veterans Sculpture and Garden - Lakeside Park

RECOMMENDED ACTION

That Council **DIRECT** Administration to remove the Veteran Memorial Sculpture, stone curb and associated Garden at Lakeside Park.

BACKGROUND

On July 1st, 1919, the Women's Patriotic league planted a memorial tree and stone curb in memory of our brave men who died in the service of their king and country during the war of 1914-1918.

On September 21st, 1983, the stonework was restored and rededicated by Lt. Col. F.K. Jaspersen (Br. 188) Kingsville Royal Canadian Legion

In 2017, the Parks and Recreation department established that the 100-year-old heritage tree was no longer viable, and a memorial carving was established using the trunk of the tree. At the time the memorial carving was discussed with the former Parks Recreation Advisory Committee and the Legion.

DISCUSSION

The current state of the wooden carving and surrounding stonework is in disrepair. The garden that surrounds the sculpture has been maintained by the Kingsville Horticultural Society for many years. The Horticultural Society has noted concerns with taking care of this garden and others due to a decline in membership. On top of this garden the Horticultural Society has given back 9 gardens to the Town, one of which includes the Peace Garden. This was a major impact on grounds operations this past summer.

The Town wants to acknowledge the many years of hard work and dedication that the Horticultural Society has put into the beautification of the Town. This continues as this Society gives back to the community through beautification on an ongoing basis. This is a valuable and endearing group of volunteers that makes the Town proud.

The sculpture itself despite annual maintenance has been subjected to the elements of nature and has noticeable animal intrusions in multiple areas.



The stonework surrounding the sculpture is in a dilapidated state which would require significant work to restore.



The cost to replace the wooden sculpture is quoted at \$5200, the yearly upkeep is \$500 plus inflation. Given ongoing upkeep and cost, administration recommends removing the sculpture and donating the two plaques to the historical society or the legion.

Removal of the sculpture, stone curb and garden would create additional green space that would add value to the families using the area and could include space for children

running around, to use the open space to picnic or add more space for those hosting events or programs in the park.

Lakeside Park is the heart of Kingsville and is seen as a focal active park to our community with trails, playgrounds and a splash pad. Lakeside Park no longer reflects a passive park that would offer a somber sentiment that a veterans memorial sculpture truly deserves.

FINANCIAL CONSIDERATIONS

Cost to replace wooden sculpture is \$5200
Yearly upkeep is \$500 plus inflation

ENVIRONMENTAL CONSIDERATIONS

N/A

CONSULTATIONS

Kingsville Administration
Kingsville Horticultural Society

PREPARED BY:



Courtney Godfrey
Manager of Parks, Recreation and Facilities

REVIEWED BY:



Shaun Martinho
Director of Public Operations



John Norton
CAO

Date: September 23, 2024
To: Mayor and Council
Author: Angela Toole, Acting Manager of Municipal Governance & Clerk
RE: Amendments to Procedure By-law

RECOMMENDED ACTION

That Council **APPROVE** the proposed amendments to the Procedure By-law, being a By-law to govern the calling, place and proceedings of Council and Committees;

And that, the new Procedure By-law 68-2024 **BE ADOPTED** during the By-law stage of the Agenda.

BACKGROUND

In accordance with Section 238 of the *Municipal Act, 2001*, every municipality and local board shall pass a procedure by-law which governs the calling, place and proceedings of meetings. The Town's current Procedure By-law 77-2021 (the "Procedure By-law") was passed in 2021 to incorporate several legislative changes, including the addition of provisions allowing for electronic participation in meetings in response to the COVID-19 pandemic. In addition to amending a procedure by-law in response to legislative change, sometimes further amendments are necessary to capture changing trends, address challenges, and to clarify existing provisions.

DISCUSSION

Most of the amendments can be characterized as housekeeping amendments to bring the by-law into conformity with current practice. There are however a few substantive changes.

A summary of proposed amendments to the Procedure By-law follows:

- Section 1.1 - Deletion of the "Council Chambers" definition and addition of a "Unico Community Centre" definition to reflect the change in the location of Meetings;
- Section 1.1 - Addition of "Presentation" definition to distinguish between "delegations" related to a matter before Council or soon to be before Council, and "information" of significance usually presented to Council by other levels of

government and groups such as partner and external organizations (ex. Essex Regional Conservation Authority);

- Section 3.2 – A change in the Regular Meetings schedule provision which currently specifies that Regular Meetings are held on the second and fourth Mondays of each month. The revised provision now specifies that Regular Meetings are held twice a month on select Mondays (except December, July, and August).
- Section 3.4 - Clarification respecting “how” the Chair may call a Special Meeting;
- Section 3.10 & 4.3 – updated location of Council Meetings to Unico Community Centre;
- Section 5.2 - Deletion of the suggested format for agendas to provide the Clerk with discretion and flexibility for the creation and preparation of agendas;
- Section 6.4 - The addition of reasons for which the Clerk in consultation with the Mayor and CAO, may decline to grant a request to appear before Council (ex. the subject matter is outside the jurisdiction of Council or, the request is for the purposes of soliciting business);
- Section 6.7 - The addition of language clarifying that time limits for delegations shall be set at the discretion of the Chair and addition of language clarifying time allotments for delegations, presentations, and matters subject to notice (“Up to”);
- Section 6.14 - The addition of language to define how decisions of any court, tribunal, board or other body with competent jurisdiction, makes a finding or order which requires action of Council, such as making a new decision or reconsideration, will be placed on an agenda;
- Section 7.1 - Deletion of the provision allowing the Chair the ability to relax the procedural rules during a Committee of the Whole Meeting;
- Section 7.1 - The addition of language clarifying the authority of the Committee of Whole to direct Administration or refer matters to Council for consideration and approval;
- Section 7.2 – The addition of language clarifying Committee of the Whole Meetings schedule;
- Section 7.5 - The deletion of the provision respecting the Committee of the Whole making recommendations to Council regarding appointments to Committees;

- Section 7.5 - Added provision to clarify that Committee Appointment applications will be reviewed and recommended to Council during a Closed Meeting of Council;
- Previously Section 7.6 - The deletion of the provision that the Human Resources Manager should conduct reference checks as may be necessary, as this is standard practice regardless of this provision.
- Section 10.18 - The addition of language clarifying the rules of debate in respect of a Motion to Reconsider; and,
- Section 10.22 - A change in the period of time in which a question may be subject to a Motion to Reconsider (from 24 months to 12 months) and a provision allowing for a question to be subject to a Motion to Reconsider if a regular municipal election has occurred.

For Council's review, a tracked changes copy of the Procedure By-law (Appendix A) is attached to this report, in which the proposed amendments have been applied.

FINANCIAL CONSIDERATIONS

None.

ENVIRONMENTAL CONSIDERATIONS

None.

CONSULTATIONS

John Norton, CAO

PREPARED BY:



Angela Toole
Acting Manager of Municipal Governance & Clerk

REVIEWED BY:



John Norton
CAO

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 77-2021

Being a by-law to Govern the Calling, Place and Proceedings of Council and Committees

WHEREAS pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended, every municipality and local board shall pass a procedure by-law to govern the calling, place and proceedings of meetings.

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

Definitions

1.1. For the purpose of this by-law the following definitions are applicable:

- a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001 c.25, as may be amended from time to time;
- b) **“CAO”** means the Chief Administrative Officer of the Municipality, or their designate;
- c) **“Chair”** means the Mayor, the Deputy Mayor or other Member who may be presiding over a Meeting in accordance with this By-law, as the case may be;
- d) **“Clerk”** means the Clerk of the Municipality as appointed by Council, or their designate;
- e) **“Council”** means the Council of the Municipality;
- ~~f) **“Council Chambers”** means the Council Chambers at the offices of the Municipality located at 2021 Division Road North, Kingsville, Ontario;~~
- ~~g)f) **“Committee”** means any advisory or other committee, including Committee of the Whole, which is established by Council to deal with specific matters that Council deems appropriate;~~
- ~~h)g) **“Committee of the Whole”** means an advisory committee comprised of all Members of Council that directly reports, and makes recommendations, to Council;~~
- ~~i)h) **“Electronic Participation”** means participation in a Meeting by means of telecommunication instruments including but not limited to telephone and video conferencing;~~
- ~~j)i) **“Emergency”** means circumstances which, in the opinion of the Mayor, are considered to be of an urgent or time sensitive nature, and which may affect the health, safety or physical security of residents of the Municipality;~~
- ~~k)j) **“Holiday”** means:~~

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
December 24
Christmas Day
Boxing Day
December 31

- h)k) **“Mayor”** means the Head of Council and the Chief Executive Officer of the Municipality.
- m)l) **“Meeting”** unless otherwise specified, means any Regular, Special or other meeting of a Council or Committee or either of them where:
- i. A quorum of Members is present, and
 - ii. Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council, or Committee;
- n)m) **“Member”** means a member of Council or a Committee, as the case may be;
- o)n) **“Municipality”** means The Corporation of the Town of Kingsville.
- p)o) **“Notice of Motion”** means advance written notice to Members regarding a matter on which Council will be asked to take a position.
- q)p) **“Quorum”** means, subject to the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M. 50, as amended, a majority of the whole number of the Members;
- r)q) **“Point of Order”** means a motion drawing attention to an infraction of this By-law;
- r) **“Point of Privilege”** means a matter that a Member considers to impugn his or her integrity or the integrity of Council;
- **“Presentation”** means information presented to Council or a committee by administration, an individual, or group such as public sector organizations, other levels of government, and dignitaries to inform Members of matters of significance.
- s) _____
- s)t) **“Rules of Order”** means the rules of order as set out starting at Section 8 of this By-law;
- t)u) **“Staff”** means an officer or employee of the Municipality;
- v) **“Unico Community Centre”** means the Unico Community Centre of the Municipality located at 37 Beech Street, Kingsville, Ontario.

2. General Provisions

- 2.1. The procedures contained in this By-law shall be observed in all proceedings of Council and shall be the procedures for the dispatch of business by Council and, unless specifically provided, with the necessary modifications shall apply to all meetings of Committees.
- 2.2. Issues arising in proceedings of Council not specifically governed by the provisions of this By-law shall be resolved by resort to Robert’s Rules of Order, as revised from time to time.
- 2.3. Except as otherwise provided for in this By-law, any provision in this By-law which is not mandatory under the *Act* or any statute may be suspended by a two-thirds vote of Council or Committee, as the case may be.
- 2.4. Unless a contrary intention appears in this By-law, words in the singular include the plural.

3. Meetings

Inaugural Meeting

- 3.1. The inaugural meeting of the Council after a regular municipal election shall be held on the 1st Monday in December at 6:00 p.m.

Regular Meetings

- 3.2. Regular Meetings of Council shall be held at 6:00 p.m. on select the second and fourth Mondays of each month. Only one Regular Meeting shall be scheduled in the months of December, July and August. Mondays twice a month. The Clerk shall present a proposed Regular Council Meeting schedule to Council no later than December of the year preceding the year for which the schedule has been prepared. Only one Regular Meeting will be scheduled in the months of December, July, and August.

- ~~3.3. When the day for a Regular Meeting of Council is a Holiday, the Council shall, unless the Council decides otherwise, meet at the same hour on the next following day which is not a Holiday.~~

Special Meetings

- 3.4. The Mayor, in consultation with the CAO and/or Clerk, may call a Special Meeting, at any time. ~~The Mayor may, at any time, call a Special Meeting.~~
- 3.5. Upon receipt of a petition of a majority of Members of Council by the Clerk, the Clerk shall call a Special Meeting for the purpose and at the time and date mentioned in the petition.
- 3.6. The Special Meeting shall be held no sooner than 48 hours following the calling of the Meeting by the Mayor or the Clerk, as the case may be.

Emergency Meetings

- 3.7. Notwithstanding any other provision in this By-law, a Meeting may be called in an Emergency by the Mayor, without advanced written notice. The Clerk will notify Members, the CAO, applicable staff and the public about the Meeting as soon as possible, using any method that is reasonable in the circumstances.
- 3.8. The notification of the Emergency Meeting shall include a description of the business to be transacted at the meeting. Lack of receipt of the notice of the Emergency Meeting shall not affect the validity of the meeting or any action taken at the meeting.
- 3.9. Since the public may not have been given adequate notice of the Emergency Meeting, given the emergent nature of the reason for the meeting, the Clerk shall immediately after the meeting, or as soon as practicable, notify the public of the reasons for the meeting in as much as the reasons and content of the meeting can be disclosed.

Place of Meetings

- 3.10 Unless otherwise specified in a notice of meeting, or in the case of an Emergency, Meetings shall be held at the Unico Community Centre Council Chambers.

Notice of Meetings

3.11 Notice of Meetings shall be given in the following manner:

- a) posted on the Municipality's website;
- b) posted on the Municipality's social media page(s);
- c) posted on the electronic sign and/or the bulletin board at Town Hall; and
- d) electronically distributed to those members of the public that have subscribed on the Municipality's website to receive notifications of council matters.

3.12 On or before December 31 each year, a listing of all Regular Meetings of Council for the following year shall be posted for public viewing in accordance with paragraph 3.11.

3.13 In the case of a Special Meeting, the meeting notice shall include a description of the business to be transacted at the meeting and shall be made available for public viewing in accordance with paragraph 3.11 as soon as possible after the calling of the Special Meeting, and before the holding of the Special Meeting.

3.14 In the case of a Meeting conducted electronically, the meeting notice shall include sufficient information as to provide the public with means to electronically observe the open session part of the Meeting.

Open and Closed Meetings, Confidential Information

3.15 All Meetings shall be open to the public.

3.16 No Member shall divulge any information to any person that pertains to any aspect of any discussion or direction of Council that was given or provided at a Closed Meeting of Council.

3.17 Notwithstanding paragraph 3.15, a meeting or part of a meeting may be closed to the public only in accordance with the provisions of the Act.

3.18 Before all or part of a meeting is closed to the public, the Council, Local Board or Committee shall state by resolution:

- a) the fact of the holding of the closed meeting, and
- b) the general nature of the matter to be considered at the closed meeting;

3.19 Voting may take place in Closed Session only if the vote is for:

- c) A procedural matter; or
- d) For giving directions or instructions to officers, employees, or agents of the Municipality or Committee.

Presiding Over Meetings

3.20 The Mayor shall preside as Chair at all Meetings, however, when the Mayor is delayed, absent, refuses or is unable to act, or the office is vacant, the Deputy Mayor shall act in the place of the Mayor.

3.21 When both the Mayor and Deputy Mayor are absent or are unable to act, or the offices are vacant, the Members may, by resolution, appoint a Member from amongst themselves for the purpose of the Member presiding as Chair over a Meeting.

3.22 The duties of the Chair shall be as follows:

- a) to call the Meeting to order;
- b) to announce the business before Council in the order in which it is to be acted upon;
- c) when two or more Members seek to address Council, designate the Member who may speak first;
- d) to receive and submit, in the proper manner, all motions presented by the Members;
- e) to put to a vote all questions which are moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result;
- f) to decline to put to a vote motions which are contrary to the procedures as set out in this By-law;
- g) to enforce the Rules of Order and conduct of Members' behaviour which disrupts the order and decorum of the Meeting;
- h) to call by name any Members breaching the Rules of Order thereby ordering the Member to vacate their seat;
- i) decide questions on the Rules of Order, including Points of Order, Points of Privilege, and rulings or procedures set out in this By-law, stating reasons for the decision;
- j) to inform the Council when necessary or when referred to for the purpose, on a Rule of Order or procedure under this By-law;
- k) to represent and support the Council, declaring its will and implicitly obeying its decisions in all things;
- l) to ensure that the decisions of Council are in conformity with the laws and By-laws governing the activities of the Municipality;
- m) to adjourn the Meeting without question in the case of grave disorder; and
- n) to expel any person for improper conduct at a Meeting, which includes, but is not limited to, conduct obstructing the deliberations or proper action of Council.

Call to Order and Adjournment

3.23 At or after the hour fixed for holding of the Meeting, if there is a Quorum present, the Chair shall call the Meeting to order.

3.24 If there is no Quorum present one half hour after the time fixed for holding of the Meeting, the Clerk shall record the names of the Members present and the Meeting shall stand adjourned until the next Regular Meeting or until a Special Meeting is called.

3.25 Meetings shall stand adjourned at 10:00 p.m. Any business items not yet completed shall be added to the following Regular Meeting, or a Special Meeting called for that purpose.

3.26 Notwithstanding section 3.25, a Meeting may continue for one hour past 10:00 p.m. upon a two-thirds resolution of Council. Any continuation of the Meeting past 11:00 p.m. shall require a unanimous resolution of Council.

4. Electronic Participation in Meetings

- 4.1. Notwithstanding any other provision in this By-law, a Meeting may be conducted electronically. The Clerk, in consultation with the CAO and/or Mayor, shall determine the method and technology used for a meeting in which Members meet via Electronic Participation. Such determination shall be based on the resources available at the time, the prevailing circumstances of the Meeting, and any other factors that support the holding of an electronic meeting.
- 4.2. A Member participating in a Meeting electronically shall:
- a) Be counted for the purposes of determining Quorum;
 - b) Log into the Meeting in advance of the start time to establish the necessary electronic connection before the Meeting is scheduled to begin;
 - c) Ensure that their camera is on, as may be applicable;
 - d) Mute their electronic device when they are not speaking;
 - e) Inform the Chair about their intention to leave the meeting either on a temporary or permanent basis; and,
 - f) Have the same voting rights as if they were participating in the meeting in person.
- 4.3. When a Meeting is “in person” (normally held at the Unico Community Centre~~normally held at Council Chambers~~) a Member may make a request to participate electronically in a Meeting, subject to the following rules:
- a) The Member must provide the request in advance to the Clerk.
 - b) A Member may not participate electronically in an “in-person” Meeting under this Section more than three times in a calendar year, except with Council approval in the event of extended illness or other extenuating circumstances.
 - c) The Clerk shall determine the method of Electronic Participation of the Member after considering the resources available to both the Town and the Member, and any other factors necessary to give effect to the request.
- 4.4. Members participating electronically in a Meeting closed to the public must ensure that they are participating from a location that ensures the privacy and confidentiality of the closed meeting discussion.
- 4.5. The Chair shall rule on and determine the applicable in-meeting processes as may be adapted to a Meeting with Electronic Participation, which processes shall be consistent with this By-law and in accordance with the *Act*.
- 4.6. In the case of a loss of connection, or any connection issue, which impedes the ability of a Member to participate in the Meeting in real time, provided Quorum is maintained, the Meeting will continue. At the discretion of the Chair, a short recess may be taken to allow the Member to reconnect. A Member who is unable to connect electronically to a Meeting will not be able to participate or vote, shall be noted in the minutes as “not present” for that portion of the Meeting in which they are unable to connect, and any vote taken during a Member’s absence shall be valid.

- 4.7. Any policies of the Town governing the recording and/or broadcasting of Council Meetings shall apply, with the necessary modifications, to Meetings conducted electronically.
- 4.8. The Clerk may, from time to time, establish or amend procedures related to Electronic Participation, provided that such procedures do not conflict with the provisions of this By-law.

5. Agendas and Materials

- 5.1. The Clerk shall prepare an agenda for Meetings of Council. The Clerk's designate shall prepare an agenda for Meetings of Committees, as may be applicable.
- 5.2 The Clerk shall prepare an agenda outlining the order of business in a form that best allows for the most efficient and effective conduct of business ~~and which may take the following format:~~
- ~~Call to Order~~
 - ~~Land Acknowledgement~~
 - ~~Moment of Silence and Reflection and National Anthem~~
 - ~~Amendments to the Agenda~~
 - ~~Disclosure of Pecuniary Interest~~
 - ~~Presentations~~
 - ~~Delegations~~
 - ~~Matters Subject to Notice~~
 - ~~Consent Agenda~~
 - ~~Staff Reports~~
 - ~~Business / Correspondence — Action Required~~
 - ~~Notices of Motion~~
 - ~~Unfinished Business and Announcements~~
 - ~~Reading of By-Laws and Confirmatory Bylaws (together, unless a member of Council asks for separation)~~
 - ~~Adjournment~~
- 5.3 Closed Session will be scheduled at any time in the meeting deemed prudent and necessary. Council shall report out of Closed Session immediately after rising from Closed Session.
- 5.4 Notwithstanding the order of business listed above, modifications to the order of business, or to the matters to be included may be affected without requiring amendments to this By-law.
- 5.5 Insofar as is practicable, agendas together with all relevant materials, shall be made available to Members on the fifth day, excluding Holidays, prior to a Meeting. In the event such day falls on a Saturday or Sunday, the day prior that is not a Saturday, Sunday or Holiday; or, in the event a Special Meeting is called within a shorter time frame, as soon as possible following the calling of the Meeting, as the case may be.
- 5.6 If a member wishes to make any additions to the Agenda, those additions shall be forwarded to the Clerk at least 7 days before the Meeting.
- 5.7 Agendas delivered to Members shall contain the recommendations of Staff following each item or group of items, as may be appropriate.
- 5.8 The CAO shall have the right to provide general advice and recommendations to Council.
- 5.9 The Senior Management Team shall have the right to advise Council with respect to their area of responsibility, including rights and

obligations which may be of a professional nature (i.e. professional advice of a financial, legal, engineering, health and safety nature, etc.)

Consent Agenda

- 5.10** The Clerk shall list items on the Consent Agenda, in his/her sole discretion, that he/she thinks should be listed on the agenda under the heading "Consent Agenda". For example, items listed in the "Consent Agenda" shall include Staff information reports which do not require a decision, Staff reports with recommendations which are considered minor or non-controversial, minutes of previous meetings, minutes of committees, adoption of accounts, and business correspondence.
- 5.11** If a Member wishes to speak to an item on the Consent Agenda, or wishes to amend a recommendation of any item(s) listed on the Consent Agenda, the Member shall request the item(s) be removed for subsequent consideration.
- 5.12** All of the items on the Consent Agenda which have not been removed from the Consent Agenda by a Member will be adopted by one motion for approval. The approval of this section has the same effect as if each item in this section was approved by Council separately and the Clerk shall record in the minutes that each item was approved, or received for information, as the case may be.
- 5.13** Any item(s) removed from the Consent Agenda shall then be spoken to by the requesting Member and then, subject to any amendments, the recommendation(s) shall be voted upon.

6. Delegations and Presentations

- 6.1. Any person, group, corporation or organization, not being a Member or Staff, that wishes to appear before Council to present general information or to make a request of Council shall submit a written request to the Clerk, in accordance with the process established by the Clerk. The request shall include the details of the matter to be presented and any material they would like distributed to Council.
- 6.2. The Clerk shall ask delegations if they wish to make a written delegation to Council instead of speaking to Council. In such an instance, the written delegation will be distributed to Council in advance of the Meeting and during the Meeting the Clerk shall verbally note to Council that written delegations have been received and indicate the names of the persons listed on the delegation. The written delegation shall be entered into the minutes without the need for a motion to receive.
- 6.3. Timelines for registration for a delegation shall be:
- a) For an item on the agenda: Registration with the Clerk by 11am on the day of the Meeting.
 - b) For an item not listed on the agenda: Registration with the Clerk 14 days prior to the Meeting and provide in writing that which they intend to say to Council. The CAO shall determine if an administrative written or verbal report will follow the submission.

6.4 The Clerk, in consultation with the Mayor and CAO, may decline to grant a request to appear before Council if:

- a) it is apparent that the subject matter is not suitable for discussion at a Meeting;
- b) the matter should be referred to Administration for action;

- c) the matter has been or is to be considered by the Committee of Adjustment and Appeals;
- d) presentation/additional material, if any, and written submissions were not provided with the request;
- e) request and/or presentation material/written submissions contain information that would be considered offensive and/or discriminatory;
- f) there has, or will be, at least one (1) Meeting held at which the public was, or will be, provided the opportunity to speak to the matter;
- g) the delegate addressed Council through a written and/or verbal delegation on the subject matter within the previous twelve (12) months;
- h) the subject matter is outside of the jurisdiction of Council;
- i) the subject matter pertains to personnel or labour relations;
- j) the subject matter pertains to an ongoing or potential legal proceeding, or investigation;
- k) the subject matter pertains to business for which a Closed Meeting has been, or will be, held;
- l) Council previously made a decision on the issue;
- m) the subject matter pertains to personal matters about identifiable individuals;
- n) the request is for the purposes of soliciting business; or
- o) the subject matter pertains to political parties.

~~6.4. The Clerk, in consultation with the Mayor and CAO, may decline to grant a request to appear before Council if it is apparent that the subject matter is not suitable for discussion at a Meeting or the content is outside the jurisdiction of Council.~~

6.5 Where the Clerk anticipates the total time limit for all delegations (not including presentations) shall be 30 minutes, the Clerk may defer delegations and matters to a later Council meeting date and/or reduce the time limits allotted for speaking for each delegation. The Clerk shall consult with the Mayor and CAO before making any such decision and the Clerk shall notify Council of any such decisions at the beginning of the Meeting.

6.6 If a delegation has previously presented the same or similar content at a Committee of the Whole meeting, then the delegation shall not be permitted to speak at a Council meeting unless the person making the delegation has new or additional information.

6.7 The time limits allotted to delegations shall be strictly enforced. The Clerk shall set a timer at the commencement of the delegation's presentation. The Clerk shall provide Council and the speaker with a 1-minute wrap-up warning. At the conclusion of the allotted time, the Clerk shall inform Council and the speaker that the time limit has been exhausted. Time limits shall be set at the discretion of the Chair and shall generally follow the below guidelines:~~Time limits shall be:~~

- a) Items not on the agenda: Up to five (5) minutes~~10 minutes~~
- b) Items on the agenda: Up to five (5) minutes~~10 minutes~~

- c) Matters subject to notice: ~~Up to ten (10) minutes~~ **10 minutes**
- d) Presentations: ~~Up to twenty (20) minutes~~ **20 minutes**

- 6.8 Upon the completion of a delegation, Members may ask questions for clarification only. Members shall not enter into debate with the delegation. Delegations may not ask questions of Council or Staff. The total time limit for follow up questions and answers shall be 5 minutes but can be extended at the discretion of the Chair. The Clerk shall set a timer and inform Council when the time limit has been exhausted.
- 6.9 The Chair may curtail or stop any delegation and the person(s) appearing shall withdraw and may not challenge the decision of the Chair.
- 6.10 Where there are numerous delegations taking the same position on a matter, delegates are encouraged to select a spokesperson to speak on behalf of the group.
- 6.11 Delegations are not permitted to assume any unused time allocated to another delegation.
- 6.12 Delegations shall not:
- a) Speak disrespectfully of any person.
 - b) Use offensive words.
 - c) Speak on any subject other than the subject for which they have received approval to address Council.
 - d) Disobey a decision of the Chair or Council.
 - e) Enter into cross-debate with other delegations, Staff, Members, or the Chair.
- 6.13 From time to time, certain persons from partner and external organizations, other government bodies, and dignitaries, may be granted presentation status in order to inform Members of matters of considerable significance to the Town. The Mayor, CAO and Clerk shall determine who is given presentation status.

6.14 Where a decision of any court, tribunal, board or other body with competent jurisdiction, makes a finding or order which requires action of Council, such as making a new decision or reconsideration, then that matter shall be placed on the agenda by the Clerk and shall not be deemed a matter of reconsideration for the purposes of this By-law.

7. Committee of the Whole

~~7.1. Notwithstanding the provisions in this By-law, the Chair may relax the procedural rules to allow for the efficient and effective dispatch of business by the Committee and to facilitate informal discussion as between the public, Staff and the Members, including but not limited to relaxing the rules related to delegation speaking time and registration.~~

7.1. The Committee of the Whole shall have the authority to direct Administration or refer matters to Council for consideration and approval.

7.2. Meetings shall be scheduled at the call of the Chair, as required, on the advice of the CAO and/or Clerk, and held at 6:00 p.m. at the Unico Community Centre or such other location as determined in the public notice. The Clerk shall give public notice of the date, time, and location of the meeting as soon as is practicable.

7.3. Meetings of Committee of the Whole shall be chaired by the Deputy Mayor-

~~7.4. Meetings will be open to the public unless closed in accordance with the provisions of the Act.~~

Committee Appointments

~~7.5—The Committee of the Whole, during a Meeting closed to the public in accordance with the Act, shall review submissions received in response to a call for committee applications, and shall make recommendations to Council regarding appointments to Committees.~~

7.5 Council during a Meeting closed to the public in accordance with the Act, shall review submissions received in response to a call for committee applications, and the Manager of Human Resources shall make recommendations to Council regarding appointments to Council.

~~7.6—The Human Resources Manager will conduct reference checks as may be necessary and bring recommendations to Council.~~

8. Rules of Order

8.1 At a Meeting, no person shall:

- a) speak on any subject other than the subject in debate, or, in the case of a delegation, the issue raised in the written request to appear as a delegation;
- b) use offensive words or derogatory language;
- c) speak disrespectfully of any person;
- d) address a Member or Council without permission of the Chair;
- e) disturb a Member, Staff or member of the public by engaging in any behaviour which disrupts the order and decorum of the Meeting; or
- f) resist the Rules of Order or disobey the decisions of the Chair on the Rules of Order or a procedure as set out in this By-law.

8.2 All persons in attendance at a Meeting, including Staff and Members, shall ensure that all personal digital devices are turned off or set to a silent mode during a Meeting.

8.3 Following the decision of the Chair, the Council, if appealed to, shall decide the question without debate and its decision shall be final. The Chair, without leaving the chair, shall ask, "Shall the decision of the Chair be sustained?" A tie or majority vote sustains the decision of the Chair. A negative vote reverses the decision of the Chair.

8.4 A Member may raise a Point of Privilege at any time during a Meeting. When a Point of Privilege is raised, it shall be considered and decided by the Chair without debate. When the Point of Privilege has been decided in the affirmative, and if a breach of a Member's privileges or that of the assembly has occurred, action should be taken or initiated by the Chair to resolve the situation.

9. Conduct of Members

9.1 Without limiting the obligations of a Member to observe the Rules of Order and those obligations as set out in that Section, at a Meeting no Member shall:

- a) address a Member or Council unless through the Chair and only when recognized to do so;
- b) interrupt the Member who has the floor except to raise a question on a Rule of Order, Point of Privilege or procedure set out in this By-law;
- c) having committed a breach of any Rule of Order or provision of this section and being ordered to vacate by the Chair, in the absence of an apology offered to Council at the same Meeting, retake their seat, until the next Meeting.

9.2 Members shall act at all times in a manner that will enhance public trust and confidence in local government and shall govern themselves in accordance with:

- a) the Declaration of Office; and
- b) the Code of Conduct for Members of Council and Members Appointed by Council as amended from time to time.

9.3 No Member shall be absent from Meetings for three successive months without being authorized to do so by resolution.

10. Motions

Generally

10.1 A motion must be formally seconded before the question can be put or a motion recorded in the minutes.

10.2 Schedule A to this By-law is a table titled "Table of Rules Relating to Motions" summarizing the ranking and characteristics of various motions.

10.3 When a motion is presented to Council in writing it shall be read, or, if it is an oral motion, stated by the Chair.

10.4 If the Chair desires to move or second a motion, the Chair shall vacate his or her seat and sections 3.20 and 3.21 shall apply, as the case may be. The Chair who stepped down to participate on an item of business, may not retake the presiding position until the item of business has been disposed of.

10.5 After a motion is read or stated by the Chair, it shall be deemed to be in possession of Council but may, with the permission of Council be withdrawn at any time before the question being put to a vote.

10.6 No Member may speak more than once to the same question without the consent of the Chair.

10.7 When a question is under debate, no motion shall be received except a motion as follows (requires a seconder):

- a) to refer the question (debatable);
- b) to amend (debatable);
- c) to defer indefinitely (not debatable);
- d) to defer to a certain time (debatable);

- e) to adjourn (not debatable); and
- f) that the vote now be taken (not debatable).

10.8 The following motions are not debatable:

- a) to adjourn;
- b) to close, limit or extend debate;
- c) to suspend any provision of this By-law in accordance with section 5; and
- d) that the vote be taken.

Motion to Amend

10.9 A motion to amend:

- a) is debatable, if the motion to be amended is debatable;
- b) is amendable;
- c) shall be relevant and not contrary to the principle of the issue or motion under consideration; and
- d) shall be voted on in the reverse order in which it is moved.

10.10 Only one amendment can be presented to the main motion at one time and only one amendment can be presented to an amendment at one time, but when a sub-amendment has been disposed of, another may be introduced, and when an amendment has been decided, another may be introduced.

10.11 Notwithstanding sections 10.9 and 10.10 a “friendly” amendment may be made with the consent of the mover and seconder.

Motion to Postpone to a Certain Time

10.12 A motion to postpone to a certain time is a motion requesting that consideration of a pending question be delayed to a specific day, meeting or hour or following the occurrence of a specific event. When the item is brought back for discussion, it shall be placed on the Agenda in the Unfinished Business segment of the Agenda and shall have priority over all other matters discussed in that segment.

10.13 A motion to postpone to a certain time shall:

- a) Include a fixed date for the question to come back for consideration; and
- b) Be made while the main motion or an amendment is on the floor, and takes precedence over that motion or amendment.

Motion to Reconsider

10.14 A motion to reconsider is a motion that proposes to amend or cancel a previous decision of Council, whether in exact form or in substance or intent. The Clerk shall decide if the matter is in substance or intent and the decision of the Clerk shall be final.

10.15 The following motions cannot be reconsidered:

- a) to defer indefinitely;
- b) to adjourn;
- c) to recess;
- d) to suspend any provision of this By-law in accordance with section 2.3; and
- e) to reconsider.

10.16 If the action approved in the original motion cannot be reversed, the motion cannot be reconsidered.

10.17 Subject to sections 10.18 to 10.19, after any question has been decided by Council, any Member who was present and who voted in the majority may, at the meeting in which the question was dealt with or in any subsequent meeting of Council, move for the reconsideration thereof.

10.18 No discussion of the main question which is proposed for reconsideration shall be allowed until the motion to reconsider has been adopted. Debate on the motion to reconsider must be confined to reasons for or against the subject of reconsideration, and debate cannot go into the merits of the motion proposed to be reconsidered.
~~No discussion of the main question which is proposed for reconsideration shall be allowed until the motion to reconsider has been adopted.~~

10.19 If a motion to reconsider is decided in the affirmative, reconsideration shall become the next order of business and debate on the question to be reconsidered shall proceed.

10.20 A motion to reconsider:

- a) is debatable;
- b) is not amendable; and
- c) requires a two-thirds vote of Council, regardless of the vote necessary to adopt the motion to be reconsidered.

10.21 Notwithstanding Paragraph 2.3 of this By-law, the rules as related to a Motion to Reconsider cannot be suspended.

10.22 No question upon which a Motion to Reconsider has been voted on shall be reconsidered more than once within a period of twelve (12) months ~~24 months~~ following the date that the Motion to Reconsider was voted on, unless:

a) a regular municipal election has occurred following the date that the Motion to Reconsider was voted on.

10.23 A motion to reconsider suspends action of the motion to which it applies until the motion to reconsider has been decided.

10.24 When a question is brought before a succeeding Council, it shall be deemed to be new business and not a matter of reconsideration.

11. Notice of Motion

11.1 Notices of Motion shall:

- a) be in writing; and
- b) include the name of the mover.

11.2 Notices of Motion shall be given in writing to the Clerk not later seven (7) days prior to the next regular meeting so that the matter may be included in the Council agenda package for consideration and debate at the upcoming Council Meeting.

11.3 Notwithstanding section 11.2, a Notice of Motion may be introduced during a Meeting, where it will be read out to the Members, and will be recorded in the Minutes. Unless otherwise specified, the Notice of Motion will be placed on the agenda for the next Meeting, or the agenda of a Special Meeting called for that purpose.

11.4 Where a Motion is time sensitive or in an emergency situation, Council may allow a Motion to be debated and voted upon during the same Meeting at which it is introduced. In such an instance, a two-thirds vote is required to bring the matter to the table for debate and voting.

12. Voting

12.1 Immediately prior to voting on a motion, the Chair shall state the question in the precise form it is to be recorded in the minutes, including any amendments to the question.

12.2 Every Member, including the Chair, present at a Meeting, when a question is put, shall vote unless prohibited by statute. If a Member is prohibited from voting, the Clerk shall record the name of the Member and the reason for same.

12.3 When an electronic voting system is available, every Member present and participating in a vote on a motion, excluding those motions referred to in subsections a) and b) below, shall vote electronically:

- a) Motion to Recess
- b) Motion to Adjourn
- c) Motion to receive items for information, and
- d) Adoption of by-laws.

12.4 When an electronic voting system is used for a vote, the results shall be recorded in the Minutes.

12.5 If a Member errs when submitting their vote and wishes to change the record of the vote in the minutes, the Member must bring the error to the Chair's attention immediately before the next item on the agenda is announced.

12.6 The Chair shall, upon request of a Member, divide the question and the vote upon each proposal shall be taken separately. When a series of independent main motions has been moved for decision, any member may demand that one or more of the main motions be separated and voted on separately. The Chair shall allow the separation of the motions.

- 12.7 Except where expressly provided in statute, any question on which there is an equality of votes shall be deemed to be lost.
- 12.8 No vote shall be taken by ballot or any other method of secret voting and every vote so taken are of no effect.
- 12.9 If a Member is present at a Meeting and does not vote on a question, the Member shall be deemed to have voted in the negative, except where the Member has not voted because they are prohibited by statute.
- 12.10 Where an electronic voting system is not available and a Member requests, before or after the vote, that the vote be recorded, each Member present, except a Member who has declared a pecuniary interest, shall be called upon by the Clerk in rotating alphabetical order so that each recorded vote shall start and end with a different person than the last recorded vote (by last name), to announce their vote openly. The Clerk shall record each vote and the Chair shall announce the result of the vote.
- 12.11 On all other votes, the manner of determining the decision on a motion shall be at the discretion of the Chair and may be by voice, show of hands, standing or otherwise.

13. By-Laws

- 13.1 No by-law, except a by-law to confirm the proceedings of Council, shall be presented to Council unless the subject matter thereof has been considered and approved by Council.
- 13.2 No by-law shall be introduced except upon motion by a Member specifying the title of the by-law.
- 13.3 Every by-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any statute and shall be complete with the exception of the number and date thereof.
- 13.4 Council may refer any proposed by-law to a Local Board, Committee, Staff or other person or organization for review and comment.
- 13.5 Unless specified otherwise by statute, a by-law may be read a first, second and third and final time at the same Meeting.
- 13.6 A by-law shall include the date of each reading.
- 13.7 Every by-law enacted by the Council shall be numbered and dated and shall be sealed under the seal of the Municipality and shall be signed by the Clerk and Chair.
- 13.8 A by-law to confirm the proceedings shall be the final by-law adopted by Council at each Meeting.

14. Record of Meetings

- 14.1 The Municipality, a Local Board or a Committee shall record, without note or comment, all resolutions, decisions and other proceedings at a Meeting, whether it is closed to the public or not, and shall, when doing so, include the following:
- a) the place, date and time of the Meetings; and
 - b) the names of the Chair, Minute-taker and the record of the attendance of the Members.

14.2 The record required by section 14.1 shall be made by:

- a) the Clerk, if the Meeting is a meeting of Council; or
- b) an assigned Staff person, if the Meeting is a meeting of a Local Board or Committee.

15. Identification and Declaration of Pecuniary Interest

15.1 It is the responsibility of each Member at a Meeting to identify any conflict of interest / pecuniary interest, as set out in the Municipal Conflict of Interest Act, in any matter that is the subject of consideration at the Meeting.

15.2 Where a Member, either on their own behalf or while acting for, by, with or through another, has any conflict of interest / pecuniary interest, direct or indirect, in any matter and is present at a Meeting at which the matter is the subject of consideration, the member,

- a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
- c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

and, where the Meeting is not open to the public, in addition to complying with the aforementioned requirements, the Member shall forthwith leave the Meeting or the part of the Meeting during which the matter is under consideration.

15.3 Where the interest of a Member has not been disclosed as required by reason of the Member's absence from a Meeting, the Member shall disclose the interest and otherwise comply with aforementioned requirements at the next Meeting attended by the Member.

16. Repeal and Coming Into Force

16.1 By-law 55-2016, and all subsequent amendments are hereby repealed.

16.2 This By-law shall come into force upon third reading and being finally passed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 27th day of September, 2021.

MAYOR

CLERK

Schedule A to By-law 77-2021

Rules Relating to Motions

Motions that are Ranked

Order of Preference	In Order when the Member has Floor	Must be Seconded	Is Amendable	Is Debatable	Vote Required for Adoption
Adjourn	No	Yes	No	No	Majority
Question of Privilege	Yes	Yes*	No	No	No Vote (Chair decides)
Postpone Definitely	No	Yes	Yes	Yes	Majority
Refer	No	Yes	Yes	Yes	Majority
Amend	No	Yes	Yes	Yes	Majority
Postpone Indefinitely	No	Yes	No	No	Majority
Main Motion	No	Yes	Yes	Yes	Majority

Motions Not Ranked

Order of Preference	In Order when the Member has Floor	Must be Seconded	Is Amendable	Is Debatable	Vote Required for Adoption
Point of Order	Yes	No	No	No	No Vote (Ruled on by the Chair)
Appeal the Decision	No	Yes	No	Yes	50% vote sustains the Chair
Divide the Question	No	Yes	Yes	No	Majority



Date: September 23, 2024
To: Mayor and Council
Author: Jerell Penales, Development Engineer
RE: Local Improvement - Wigle Grove Road Sanitary Sewer

INFORMATION REPORT

BACKGROUND

The Municipal Act, 2001, contains a regulation that governs the undertaking of a capital work as a local improvement. This regulation, named the Local Improvement Charges – Priority Lien Status (O. Reg. 586/06), describes the procedures associated with the submission, processing, implementation, and cost recovery of capital works; such works include the construction of new sanitary sewers. A local improvement project is paid, in whole or in part, by the property owners benefitting from it.

After receiving a notice of intention, benefitting owners have thirty (30) days in which they may submit a petition against undertaking the work. A sufficient petition against undertaking a work as a local improvement requires the signatures of the majority of owners, representing one-half (50%) of the total value of the lots that are liable to be assessed.

There are currently thirty-three (33) properties on Wigle Grove Road and Main Street East that remain without access to the municipal sanitary sewer system.

In 2012, the road reconstruction project on Main Street East, undertaken by the Town of Kingsville, included the installation of municipal sanitary sewers extending from 501 Seacliff Drive to 570 Seacliff Drive with plans for further extension to Wigle Grove Road. However, the installed sanitary sewer remains inactive due to a lack of outlet.

DISCUSSION

The Gardner Estates Subdivision, a forthcoming development east of Wigle Grove Road, is currently in the design phase, nearing final approval from the Town. This proposed subdivision intends to incorporate an oversized sanitary pump station to potentially accommodate the existing thirty-three (33) properties.

With the new outlet available, the Town initiated a potential local improvement project to extend the existing sanitary sewers from Main Street East to Wigle Grove Road,

connecting them to the proposed pump station. The project encompasses the installation of approximately 618 meters of sanitary sewer main, service lateral installations from main to property line, and related roadway reinstatements.

It is important to note that the local improvement project only applies to work within the right-of-way. The property owners are responsible for the cost and coordination of installing service laterals from the property line to the house and decommissioning existing septic systems on private property.

The Town engaged a third-party engineer to provide a detailed project estimate, which includes engineering/design, construction, and pump station oversizing. Below is the estimated cost to be assessed for each property.

Cost Breakdown	
Total Estimated Cost of the Works ¹	\$519,543.38
Number of Benefitting Properties	33
Estimated Cost per Property	\$15,743.74
¹ Estimate includes engineering/design, construction, and pump station oversizing.	

On July 26, 2024, a notice of intention to pass a Local Improvement Charges By-Law was sent to the benefitting properties, and a public information meeting was held on August 20, 2024. During the meeting, several residents expressed concerns with the estimated cost per property and the additional cost of installing service lateral and decommissioning the existing septic system on private property. It was also noted that several residents had recently replaced their septic systems.

Out of the 33 lots liable to be assessed for the work, 25 of the owners have signed the petition against undertaking the work, amounting to a percentage of 75.8%, exceeding the mandated 50% threshold based on the assessed value of the lots as required by O. Reg. 586/06. On August 21, 2024, the Town Clerk certified the petition and deemed it sufficient.

Therefore, the Town will not pursue the project as a local improvement in accordance with O. Reg. 586/06 and will take no further action at this time.

FINANCIAL CONSIDERATIONS

None at this time.

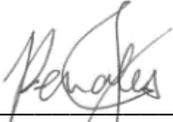
ENVIRONMENTAL CONSIDERATIONS

The thirty-three (33) properties in the area are all currently on septic systems. There are potential environmental concerns due to the proximity to the lake if maintenance or replacement of these septic systems is not completed in a timely manner.

CONSULTATIONS

Rood Engineering Inc.
Director of Planning & Development
Director of Finance and Corporate Services
Senior Manager, Capital Projects & Engineering

PREPARED BY:



Jerell Penales, P.Eng.
Development Engineer

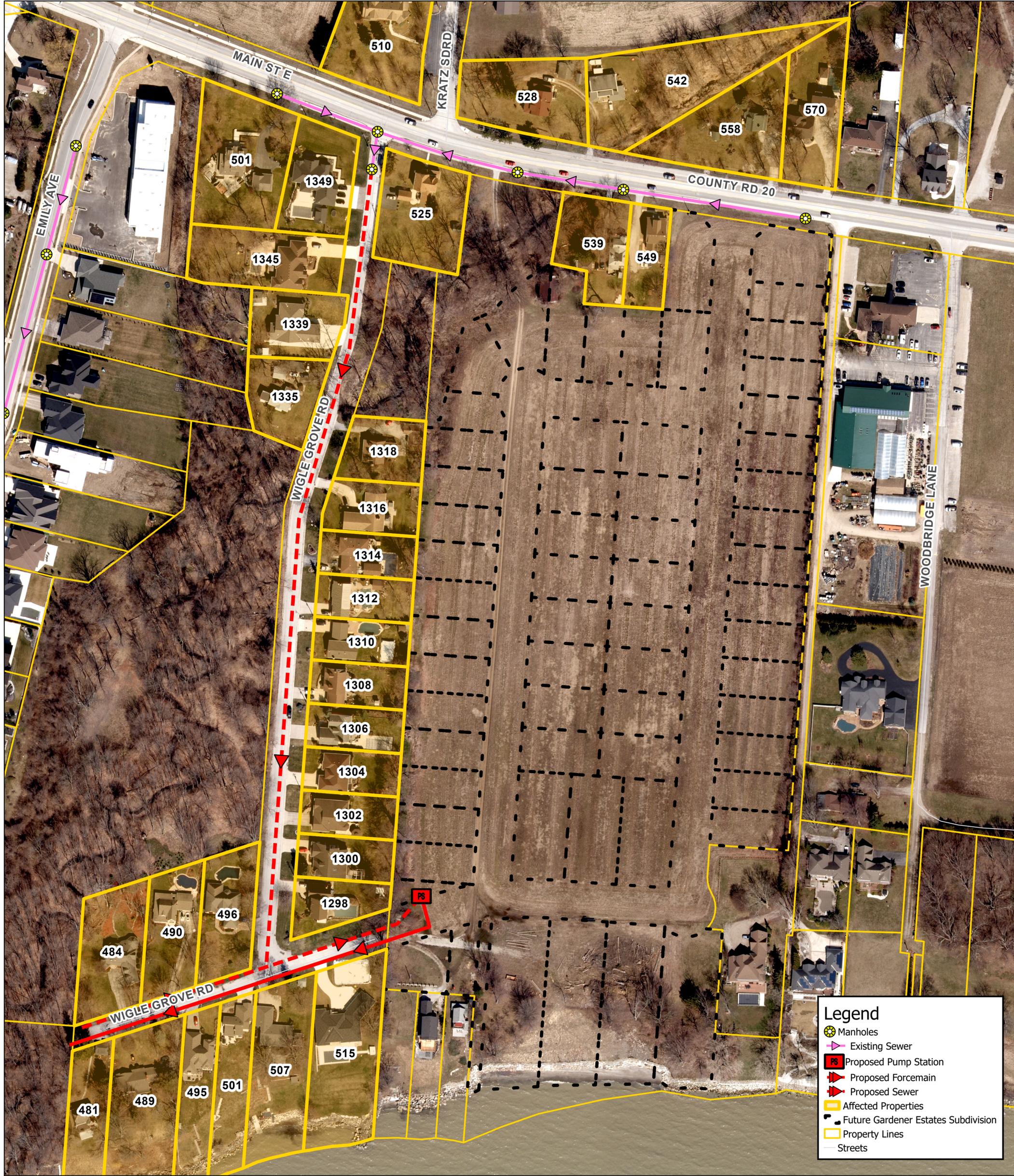
REVIEWED BY:



Tim Del Greco, P. Eng.
Senior Manager, Capital Projects and Engineering



Richard Wyma
Director of Planning and Development



Legend

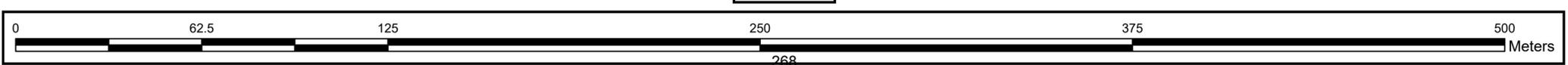
- Manholes
- Existing Sewer
- Proposed Pump Station
- Proposed Forcemain
- Proposed Sewer
- Affected Properties
- Future Gardener Estates Subdivision
- Property Lines
- Streets



Local Improvement - Proposed Sanitary Sewer



Scale: 1:1,200





Regular Meeting of Council

Minutes

Monday, September 9, 2024

6:00 PM

Unico Community Centre

37 Beech Street

Kingsville, ON N9Y 1A9

Present Mayor Dennis Rogers
 Deputy Mayor Kimberly DeYong
 Councillor Tony Gaffan
 Councillor Debby Jarvis-Chausse
 Councillor Sheri Lowrie
 Councillor Thomas Neufeld
 Councillor Larry Patterson

Staff Present CAO, John Norton
 Acting Clerk, Angela Toole
 Deputy Clerk, Natalie Sharp

A. Call to Order

Mayor Rogers called the Regular Meeting to order at 6:05 p.m.

B. Closed Session

162-09092024

Moved By: Councillor Jarvis-Chausse

Seconded By: Councillor Lowrie

That Council enter into Closed Session at 5:00 p.m., pursuant to Section 239 of the Municipal Act, 2001, to discuss the following items:

Item I - Update on Matter Before an Administrative Tribunal to be heard under Section 239(2)(e) being litigation or potential litigation, including matters before administrative tribunals, affecting the municipality; and

Item II - Sports Business Relocation to be heard under Section 239(2)(k) being a position, plan, procedure, criteria, or instruction to be applied to negotiations;

Carried

C. Land Acknowledgement

Mayor Rogers acknowledged the Three Fires Confederacy (Ojibwe, Potawatomi and Odawa) and the Traditional ancestral, unceded territory of Caldwell First Nation; the original people of Point Pelee, Pelee Island and its surrounding waters. We recognize and respect the First Nations who are stewards of the land and waters of Turtle Island and who have embraced this stewardship since time

immemorial. We would also like to acknowledge all the moccasins who have walked lands of Turtle Island.

D. Moment of Silent Reflection and National Anthem

Mayor Rogers invited everyone to stand for a moment of silent reflection and the National Anthem.

E. Mayor's Welcome and Remarks

Mayor Rogers welcomed the public to the first meeting in September. He expressed his gratitude to the Town's building department for the overtime hours and extra effort to ensure that the new Erie Migration District School was ready to open for the first day of school. He also thanked the teachers and administrators who dedicated extra hours to prepare classrooms for the students.

Mayor Rogers stated that Sunday, September 15, is the 60th Annual Fall Fair & Horse Festival from 10 a.m. until 4 p.m. will take place at Ridgeview Park in Cottam. The event will feature children's activities, a vendors market, food trucks and a parade at noon. He extended his thanks to the Rotary Club of Cottam for organizing a great event.

Additionally, the annual Terry Fox Run will be held at 10:30 a.m. on Sunday, September 15, at Lakeside Park. Participants can choose to run, walk or bike the 2K or 5K routes. Residents are encouraged to sign up or donate online at run.terryfox.ca/kingsville.

Mayor Rogers stated that the last Block Party of the year, themed "Glow Night," is on Saturday, September 21, at the intersection of King and Chestnut from 5 p.m. to 10 p.m. The event will feature food, music, games, and more.

Mayor Rogers reminded residents that Thursday, September 26 is the Mayor's Spotlight on Business Golf Tournament. The tournament proceeds will support the Kingsville Recreation fund, which aims to provide sports and programming opportunities for children and youth facing financial barriers. To sign up for the tournament, residents can contact srice@kingsville.ca.

F. Amendments to the Agenda

None.

G. Disclosure of Pecuniary Interest

Mayor Rogers 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.

None disclosed.

H. Report out of Closed Session

Pursuant to Section 239 of the Municipal Act, 2001, Council entered into Closed Session at 6:00 p.m. on August 8, 2024, to discuss the following items:

Item I - Development Update heard under Section 239(2)(b) being personal matters about an identifiable individual; and; 239(2)(e) being litigation or potential litigation, including matters before administrative tribunals, affecting the municipality. There is nothing further to report.

Item II - Sale of Municipal Lands heard under Section 239(2)(c) being a proposed or pending acquisition or disposition of land by the municipality. There is nothing further to report.

Item III - Update on Matter Before an Administrative Tribunal heard under Section 239(2)(e) being litigation or potential litigation, including matters before administrative tribunals, affecting the municipality. A public report on this matter will be provided in this Open Session. There is nothing further to report.

Pursuant to Section 239 of the Municipal Act, 2001, Council entered into Closed Session at 5:00 p.m. on August 12, 2024, to discuss the following items:

Item I - Board and Committee Appointments (Kingsville Municipal Heritage Advisory Committee) heard under Section 239(2)(b) being personal matters about an identifiable individual including municipal employees. Council considered applications for appointment to the Kingsville Municipal Heritage Advisory Committee and gave direction to Administration with respect to an appointment which will be considered by way of a By-law in this Open Session. There is nothing further to report.

Item II - Union Water Supply System (UWSS Inc.) Annual General Meeting heard under Section 239(2)(b) being personal matters about an identifiable individual, including municipal employees; and, Section 239(2)(k) being a position, plan, procedure, criteria, or instruction to be applied to negotiations. Council appointed the Directors of Finance and Public Operations to attend and vote on behalf of the Town of Kingsville at the UWSS Annual General Meeting and gave direction to Administration on issues to bring forward for discussion at the Annual General Meeting by way of resolution in the succeeding Open Session. There is nothing further to report.

I. Delegations

None.

J. Presentations

1. Parks and Recreation Department Review

Shaun Martinho, Director of Public Operations, appeared before Council to present an overview of the Parks and Recreation Department.

K. Matters Subject to Notice

1. Zoning By-Law Amendment (ZBA-2024-17) for 2014 Road 3 East

163-09092024

Moved By: Councillor Gaffan

Seconded By: Deputy Mayor DeYong

1. That Zoning By-law amendment application ZBA-2024-17 to amend the zoning on the subject parcel from "General Agricultural (A1)" to a site specific "General Agricultural with exception 89 (A1-89)" to the site known as 2014 Road 3 E **BE APPROVED** to add the following uses:

a. Primary uses:

- i. Those uses permitted under Section 7.1 (Rural Residential).
- ii. A micro-brewery as an agricultural related primary use on the subject site

b. Accessory uses to micro-brewery as primary use:

- i. Permit an outdoor pavilion that is accessory use
- ii. Permit a fenced off-leash dog play area

- iii. Permit the sales of brews produced on site including accessory merchandise associated with the agricultural related micro-brewery business
- c. Permitted buildings and Structures
 - i. Those buildings and structures permitted under Section 7.1 (Rural Residential) in the (A1) zone
 - ii. Buildings and structures accessory to the permitted uses.
- 2. That the corresponding By-law (By-law 63-2024) **BE ADOPTED**, during the By-law section of this Council agenda.

For (6): Mayor Rogers, Deputy Mayor DeYong, Councillor Gaffan, Councillor Jarvis-Chausse, Councillor Lowrie, and Councillor Neufeld

Carried (6 to 0)

- 2. Consent (B-2024-18) and Zoning By-law Amendment for 719 Seacliff Drive (ZBA-2024-9)

164-09092024

Moved By: Councillor Lowrie

Seconded By: Councillor Neufeld

- 1. That Consent application B-2024-18, to create a lot that has an area of 1,954.63 m² (21,039.46 ft²) and a frontage of 22.88 m (74.80 ft) on Seacliff Drive (County Road 20) shown as Part 3 on the draft survey (Attached as Appendix B) and an easement for storm sewer shown as Part 2 on the Plan of Survey, on lands municipally known as 719 Seacliff Drive, in the Town of Kingsville, **BE APPROVED**, subject to the following conditions:
 - a. That a reference plan (R-Plan) be prepared and deposited in the registry office; and that a copy of the R-Plan be provided to the Town;
 - b. That a permit be obtained from the County of Essex for a new driveway on the retained parcel and that copy of the permit provided to the Town;
 - c. That the retained and severed properties meet all Ontario Building Code requirements for septic systems; or that the applicant install septic systems on both lots as required subject to Ontario Building Code requirements and setbacks
 - d. That the applicant obtain a permit, including lot grading plan, to connect both the severed and retained lots to a municipal storm sewer from the Town of Kingsville.
 - e. That the applicant provide private locates to confirm that no municipal services cross the property lines of the severed and retained lots.
- 2. That Zoning By-law application ZBA-2024-2 to amend the Comprehensive zoning by-law for the Town of Kingsville on the retained parcel seen as Part 1 on the applicant's survey in Appendix B for the parcel municipally known as 719 Seacliff Road, from "Lakeshore Residential with exception 2 (LR-2)" to "Lakeshore Residential (LR)", **BE APPROVED**.

3. That the corresponding Zoning By-law Amendment (By-law 69-2024) **BE ADOPTED**, during the By-law section of this Council agenda.

For (6): Mayor Rogers, Deputy Mayor DeYong, Councillor Gaffan, Councillor Jarvis-Chausse, Councillor Lowrie, and Councillor Neufeld

Carried (6 to 0)

Councillor Patterson joined the meeting at 6:45 p.m., via electronic participation.

L. Reports - Planning and Development Services

1. Climate-Resilient Coastal Communities Program Funding

165-09092024

Moved By: Councillor Lowrie

Seconded By: Councillor Neufeld

That Council **DIRECT** Administration to apply \$10,000 from its 2024 operating budget to fund its 2024 commitment to the \$1.2 million, three-year Pelee Climate-Resilient Coastal Communities Program; and to include \$10,000 in the 2025 and 2026 Budgets for consideration by Council.

For (7): Mayor Rogers, Deputy Mayor DeYong, Councillor Gaffan, Councillor Jarvis-Chausse, Councillor Lowrie, Councillor Neufeld, and Councillor Patterson

Carried (7 to 0)

2. Moroun Pump Station Improvements – Tender Award

166-09092024

Moved By: Deputy Mayor DeYong

Seconded By: Councillor Gaffan

That the tender for the Moroun Pump Station Improvements **BE AWARDED** to Sherway Contracting (Windsor) Limited in the amount of \$390,045.70 before H.S.T.

For (7): Mayor Rogers, Deputy Mayor DeYong, Councillor Gaffan, Councillor Jarvis-Chausse, Councillor Lowrie, Councillor Neufeld, and Councillor Patterson

Carried (7 to 0)

M. Reports - Finance and Corporate Services

1. My Main Street Grant

Sue Rice, Economic and Tourism Development Officer, provided an overview of the My Main Street Grant.

N. Reports - Fire Rescue Services

No Reports.

O. Reports - Public Operations

No Reports.

P. Reports - Building and By-law Services

No Reports.

Q. Reports - CAO's Office

1. Pound Agreement – St. Clair College Veterinary Technician Program

167-09092024

Moved By: Deputy Mayor DeYong

Seconded By: Councillor Lowrie

That Administration **BE AUTHORIZED** to enter into an Agreement with St. Clair College of Applied Arts and Technology respecting the provision of adoption and euthanasia services for dogs from the Leamington Kingsville Pound, subject to certain conditions.

For (7): Mayor Rogers, Deputy Mayor DeYong, Councillor Gaffan, Councillor Jarvis-Chausse, Councillor Lowrie, Councillor Neufeld, and Councillor Patterson

Carried (7 to 0)

2. Ontario Land Tribunal Appeal – 183 Main Street

168-09092024

Moved By: Councillor Lowrie

Seconded By: Councillor Neufeld

That Council **AUTHORIZE** a settlement of the appeal before the Ontario Land Tribunal related to 183 Main Street (Lead Case Number: OLT-23-001148; Related Case Number: OLT-23-001149), on terms and conditions satisfactory to the Manager of Legal Services.

For (5): Mayor Rogers, Councillor Jarvis-Chausse, Councillor Lowrie, Councillor Neufeld, and Councillor Patterson

Against (2): Deputy Mayor DeYong, and Councillor Gaffan

Carried (5 to 2)

R. Consent Agenda

169-09092024

Moved By: Councillor Jarvis-Chausse

Seconded By: Councillor Gaffan

That Items 1 through 11 on the Consent Agenda, **BE RECEIVED.**

1. Regular Meeting Minutes - August 12, 2024
2. Committee of the Whole Minutes - May 13, 2024
3. Committee of the Whole Minutes - June 17, 2024
4. Kingsville Accessibility Advisory Committee Minutes - April 10, 2024
5. Committee of Adjustment & Appeals Minutes - May 21, 2024
6. Committee of Adjustment & Appeals Minutes - June 18, 2024
7. Fantasy of Lights Minutes - June 18, 2024

8. Heritage Advisory Committee Minutes - July 2, 2024
9. BIA Minutes - July 9, 2024
10. Committee of Adjustment & Appeals Minutes - July 16, 2024
11. Fantasy of Lights Minutes - July 16, 2024

S. Correspondence

None.

T. Notices of Motion

None.

U. Unfinished Business and Announcements

None.

V. By-laws

170-09092024

Moved By: Deputy Mayor DeYong

Seconded By: Councillor Jarvis-Chausse

That the following By-laws receive two readings and be provisionally adopted:

By-law 59-2024 being a By-law to provide for MTO Improvements to the Upper Portion of the 4th Concession Drain at a total estimated cost of \$570,800 in the Town of Kingsville, in the County of Essex.

By-law 60-2024 being a By-law to provide for MTO Improvements to the Upper Portion of the No. 5 Drain at a total estimated cost of \$1,094,000 in the Town of Kingsville, in the County of Essex.

Carried

171-09092024

Moved By: Deputy Mayor DeYong

Seconded By: Councillor Neufeld

That the following By-laws receive three readings and finally pass:

By-law 43-2024 being a By-law to exempt certain lands from Part Lot Control (Lot 61, Plan 12M-598; Lukas Drive)

By-law 63-2024 being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

By-law 64-2024 being a By-law to amend By-law 21-2005 as amended, being a By-law to regulate traffic and parking on highways within the Town of Kingsville.

By-law 67-2024 being a By-law to appoint a member to the Kingsville Municipal Heritage Advisory Committee.

By-law 69-2024 being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

By-law 70-2024 being a By-law to confirm the proceedings of the Council of the Corporation of the Town of Kingsville at its September 9, 2024 Regular Meeting of Council.

Carried

W. Closed Session

172-09092024

Moved By: Councillor Lowrie

Seconded By: Councillor Gaffan

That Council enter into Closed Session at 7:06 p.m., pursuant to Section 239 of the Municipal Act, 2001, to discuss the following item:

Item II - Development Update to be heard under Section 239(2)(b) being personal matters about an identifiable individual; and; 239(2)(e) being litigation or potential litigation.

Carried

X. Adjournment

173-09092024

Moved By: Deputy Mayor DeYong

Seconded By: Councillor Gaffan

That Council rise from Closed Session and adjourn its Regular Meeting at 8:30 p.m.

Carried

Mayor, Dennis Rogers

Acting Clerk, Angela Toole



MINUTES

MIGRATION FESTIVAL COMMITTEE

June 25, 2024 at 5:30 PM

Arena – Room C

1741 Jasperson Drive, Kingsville

PRESENT: Layne van Loo
Elaine van Loo
Bailey Waldon
Councillor Debby Jarvis-Chausse
Councillor Sheri Lowrie
William Szabo Verzoc
Leslie Pittendreigh
Jane Larson
Massimo Maiuri (Student) and
Karen Loney (Manager)

REGRETS:

Glenda Willemsma

A. CALL TO ORDER

Layne van Loo called the meeting to order at 5:33 PM

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. MINUTES OF THE PREVIOUS MEETINGS

- a. Migration Festival Committee Meeting Minutes – May 28, 2024

THAT the Migration Festival Committee Meeting Minutes dated May 28, 2024 be approved.

Moved by Councilor Sheri Lowrie

Seconded by William Szabo Verzoc

CARRIED

D. ORDER OF BUSINESS

E. STAFF REPORTS

- An order for a dark grey crewneck is to be placed for members and extra merchandise for patrons to buy at the market.
- Karen Loney and Tara Hewitt are in the works of updating sponsorship booklet to assign values to each asset.

F. INFORMATION ITEMS

a. Kick-off

- i. Karen Loney to reach out to Bev about costs to formulate a decision by the July 23 meeting.

b. Great Migration Paint Out

- i. 15 registrants as of today.
- ii. Outreach is being done by Elaine van Loo to small sponsors like the Willow Tree.
- iii. Colin is booked for the reception of the Great Migration Paint Out.
- iv. Kingsville Arena ideal for registration due to parking and processing payments.

c. Parade

- i. All bands have been contacted, only Kingsville Essex Associated Band and Jody Raffoul has confirmed attendance as of today.
- ii. William Szabo Verzoc to give addresses about tractor information to Karen Loney.
- iii. Karen Loney to talk to the Town about getting a snowplow for the parade.

d. Children's Activities

- i. Monica Gustavov confirmed for storytelling and will be scheduled for a 30 minute slot.
- ii. Activities to be cancelled if rain occurs.
- iii. Councilor Sheri Lowrie and Massimo Maiuri met with MYAC to create the "Wild Goose Chase" event. They mapped out the clues, locations and the route they



MINUTES

thought was most suitable. Massimo Maiuri and Councilor Sheri Lowrie to create "Work Plan" for Karen Loney by August 2nd.

e. Market

- i. 23 vendors have been confirmed as of today.

G. NEXT MEETING DATES

- July 23, 5:30 pm
- September 24, 5:30 pm
- October 22, 5:30 pm
- November 26, 5:30 pm

H. ADJOURNMENT

THAT the meeting be adjourned at 6:15 PM

Moved by Leslie Pittendreigh

Seconded by William Szabo Verzoc

CARRIED



COMMITTEE MINUTES

**AUGUST 13, 2024, 6:15 PM
CARNEGIE ARTS & VISITORS CENTER**

A. CALL TO ORDER

Jason Martin called the Meeting to order at 6:17p.m. with the following Members in attendance:

MEMBERS OF BIA BOARD:

Jason Martin - Chair
Tony Gaffan – Vice-Chair
Councillor Sheri Lowrie - Late
Delilah Carreira
Roberta Weston
Amanda Everaert
Abby Jakob
Maria Edwards
Heather Brown

MEMBERS OF ADMINISTRATION:

Jodie McIntyre

MEMBER(S) OF TOWN:

Sue Rice – Town Liaison

ABSENT:

NONE

GUESTS:

- 1. NONE

B. LAND ACKNOWLEDGEMENT

Delilah Carreira read the Land Acknowledgement.

C. DISCLOSURE OF PECUNIARY INTEREST

Jason Martin 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.

D. PRESENTATIONS/DELEGATIONS

- 1. NONE

E. AMENDMENTS TO THE AGENDA

1. Recycling Changes – August 28th
 - On August 28th producers will stop providing recycling collection to certain Non-Eligible Sources. Businesses were to register for pick up prior to the 28th but have not heard anything EWSWA confirmed business will hear from them the following week with pick up dates. If they did not register and recycling was not collected, they should call EWSWA as soon as possible and there is no guarantee they will be added.

2. Flower Program
 - Jason Martin declared a pecuniary interest under section E. Amendments to the Agenda, #2. Flower Program, due to being the vendor for our flower program.
 - Councillor Lowrie requested that Jason leave the meeting for a discussion regarding the dying of the hanging baskets in the BIA district.
 - The hanging baskets are dying. With past practice of the Town not involved in the maintenance process, the BIA has determined that they will need to be removed and what can be salvaged will be hung starting from the 4 corners, working outward from there.
 - It is important that we inform the businesses of what is happening prior to removing them.
 - There should be no increase to our hours as they would have to come down mid-September and Jason will put up the ones that are salvageable.
 - Jason has indicated that there will be a rebate as Cindy's will not be required water and maintain as many plants for the next month or so. If there is a rebate the Town will be offered half as they provide half of the funding for the flower program through a grant.

F. ADOPTION OF ACCOUNTS

BIA-517-2024 Moved to receive the accounts ending JULY 2024 by Tony Gaffan and seconded by Heather Brown

CARRIED

G. STAFF REPORTS

BIA Coordinator presented highlights from her report, incorporating the key elements of the KBIA Strategic Plan including:

1. Engagement/Support

ENGAGE WITH MEMBERS:

- Met with Wendy about her sidewalk sale initiative. – BIA supports it, will advertise it & assist with chalk if the Town isn't.
- Attended Deerbrook, Peralta Engineering & La Dulce Vida Café ribbon cutting ceremonies & visited altr Thrift Shop
- Checked out the new business Blush & Bloom Rejuvenation.
- Attended the DelFrescoPure Influencer Event and collaborate on a post with one of the influencers for more Instagram exposure.
- Met a few times with Sue, Courtney & Shaun about the My Main Street Grant. Attended the Block Party & doing so again in August. Did our Town walk with Sheri
- MMM - On Wednesday, September 4th from 5:30pm – 8pm at Vernon's Tap & Grill. Vern is providing the venue as well as the complimentary appetizers.

2. Promotion

- Amanda ran Facebook social media while I was out of town.
- Provided some status from our Block party survey.
- Held a Kingsville Music Festival Ticket Giveaway on August 8th on Instagram & Facebook
- Not a huge response but always good to keep our followers interested
- COMING UP: Will be attending the Block Party – August 17th – Doing same as July. Some questions for the next survey for the Block Party was discussed.

3. Policies & Procedures

- Working on website SOPs.

4. Beautification

- We need to start thinking about the RFQ for the flower program for 2025 and possibly request a 2–3-year contract.

5. Maintenance

- Red Truck: Southern Collision provided and estimate for \$349. Jason can pick it up with his truck to deliver it to Southern Collision.
- This cost will fall under GL Miscellaneous.

BIA-518-2024 Motion to spend \$349 to repair and seal the red truck by Abby Jakob, seconded by Maria Edwards.

CARRIED

BIA-519-2024 Motion to receive the Coordinator report by Heather Brown and seconded by Amanda Everaert.

CARRIED

H. BUSINESS/CORRESPONDENCE – ACTION REQUIRED

1. Email from the Office of Chris Lewis.
 - In recognition of the month of August being Downtown & Mainstreet Month MP Lewis has requested to meet some of the BIA members.
 - The BIA has offered to stroll the streets with him and has also invited the Town of Kingsville to join.
2. Letter from Leamington Chamber of Commerce.
 - The Leamington District Chamber of Commerce sent a letter congratulating the Kingsville BIA as a finalist for the “Collaboration is Key Award.
 - The Coordinator along with a Board member will attend on behalf of the KBIA Board of Management.

I. MINUTES OF THE PREVIOUS MEETING

BIA-520-2024 Motion to receive the minutes by Maria Edwards, seconded by Tony Gaffan.

CARRIED

J. NEW AND UNFINISHED BUSINESS

1. **Main Street Update**
 - Sue Rice shared some information regarding some of the upcoming plans within the BIA district regarding Carnegie and Main Street.
 - The BIA Coordinator will continue to be a consultant regarding upcoming plans.
2. **Ian Murray Seminar Update**
 - EVENT NAME: “Gaining Traction – A Business Seminar”

- DATE/TIME: October 22nd. Doors 5pm, seminar 5:30pm-7pm, event ends at 7:30pm.
- PLACE: Grovedale. There will be no charge as the Town of Kingsville will be a sponsor of the event.
- COST: This will be complementary for BIA Regular and Associate Members (be sure to highlight this). Other businesses will incur a cost of \$5 (to be put towards fundraising for the BIA).
- FOOD: With the assistance of the Town of Kingsville we will have coffee, tea, water, and light snacks such as pinwheels, chips, and fruit.
- DOOR PRIZES: We will reach out to BIA businesses and see if they would like to donate anything.
- We will provide a gift for Ian as he is donating his time for this seminar.
- We will post the event in the Newsletter (with details), on social media and on the BIA website, encouraging all to share it.
- We will advertise that we can pre-order the book “Traction” at a discount and will take orders. I will filter orders through his assistant Fernanda. We will make it a rounded amount; in case the exchange rate fluctuates and if there is a need for an additional charge the BIA covers it and if there is a surplus, we filter it to the fundraising account.

3. Storage Container Update

- The Town has now been issued a swipe card and key to our storage at Glen Knight
- Our container has been broken in too, they cut the lock.
- An inventory check was done, and everything appears to be there
- Sue is reviewing if we are covered under the Town insurance, or if we can be a rider under the Town insurance or need to consider content insurance.
- The cost to move the container was \$360.47. Placed it under Misc. since it was unexpected.

K. OTHER REPORTS

1. **FINANCIAL COMMITTEE** – Delilah & Tony
 - The meeting is set up for August 27th at 5:30pm.
2. **BEAUTIFICATION COMMITTEE** – Maria & Amanda
 - The meeting will be set up for the first week of September.
3. **PROMOTIONS COMMITTEE** – Jason & Abby
 - Met on Tuesday, August 13th

- Jason recommended exploring the option of utilizing Hello gift cards in place of the BIA Dollar program and increasing our budget to \$20K from \$17K, provide a 10% bonus, keeping \$200K local opposed to \$100K. Some things discussed to consider are:
 - The age of people buying dollars like that tangible dollar in their hand.
 - The spending of the gift cards in the businesses will cost the business owner the standard Visa charge where the dollars have no fee.
 - This does not elevate the concern of most of the BIA dollars are being spent at 2-3 large businesses in Kingsville.
- It was proposed to potentially do both.
- Coordinator to review Gift Card Café program.
- The Promotional Committee will move forward with a zoom call with a Hello representative to ask some more questions such as how the merchant gets their money and what is the cost of branding the cards.

BIA-521-2024 Motion to extend the meeting by 10 minutes by Heather Brown, seconded by Tony Gaffan.

CARRIED

4. **PERSONNEL COMMITTEE** – Roberta & Heather
 - The committee is meeting with the Town for assistance with the Coordinator’s contract.
5. **COUNCIL REPRESENTATIVE** – Sheri Lowrie
 - The BIA and Town did their walk and took the opportunity to look at the optics from the 4 corners regarding planters, flowers etc. as well as meeting the night Manager at Chuck’s Roadhouse.
 - Visited Blush & Bloom for their soft opening.
 - Highway #3 at Division should be completed by approximately July 2025.
 - There will be a 40-kilometer school zone around the new school and 2 crossing guards until a new light cross walk is installed in 4-6 months, then there will be 1 crossing guard.
 - Assisting with the Coordinator contract.
6. **TOWN LIASON**– Sue Rice
 - Sue has an email from Ryan she will forward to the Coordinator regarding insurance. We need to watch capacity but can move forward with decorating the BIA office for the October 26th Kingsville Trick or Treat.



COMMITTEE MINUTES

L. NEXT MEETING DATE

- Tuesday, September 10th, at 6:15pm.

M. ADJOURNMENT

Meeting adjourned at 8:28pm

BIA-522-2024 Motioned to adjourn by Abby Jakob, seconded by Heather Brown.

Jason Martin

CHAIR, Jason Martin

Jodie McIntyre

**RECORDING SECRETARY,
Jodie McIntyre**



September 13, 2024

Delivered by Email

Mayor Dennis Rogers
CAO John Norton
Town of Kingsville
2021 Division Road North
Kingsville, ON N9Y 2Y9

Dear Mayor Rogers & CAO Norton:

Re: E.L.K. Energy Inc. (“E.L.K.”) Update

At the July 10 Board meeting the Board thought it would be good to provide you and the rest of council an update on the investments that E.L.K. has been making to improve the customer experience and provide an improved service.

In 2023 the E.L.K. Board acknowledged that they required assistance in delivering the best service possible to all customers of E.L.K. which includes the Kingsville customers. The Board identified that they needed additional resources and support and had contracted with Entegrus to manage the operations under a Management Services Agreement (MSA). E.L.K. has been improving the communication to the Kingsville council and the customers by attending a Council meeting and holding a Town Hall meeting in the community.

Some of the investments that have been made that are benefiting all E.L.K. customers are;

- Hired two additional line staff – able to complete more maintenance and capital programs
- Hired a locator – line staff previously performed this work. Relieving the lines staff of this work allows them more time to complete maintenance and capital programs. This also improves the time to complete locates which allows for construction of new homes and business to be more efficient and keeps the community safer.
- Hired three additional customer service staff – able to respond to customers’ requests much quicker
- Added additional phones lines – able to answer more calls at a time reducing the possibility of lines being busy
- Member of regional emergency response team – working with other utilities to respond quicker to significant outages
- Increased social media presence – Increased the social media tools and usage to better inform customers on service disruption and restoration times
- Prepared and approved a smart grid / system modernization plan – the plan outlines investments over the next few years to invest in new technology to improve the reliability of the distribution system



There have been and are going to be significant investments in 2023 and 2024 that were in the Kingsville service territory;

- Tree trimming – 2023 the back lots and more difficult restoration areas had tree trimming completed. In 2024 the remaining Kingsville service area will have tree trimming completed
- Transformers – based upon the 2022 system inspection replaced a total of 12 transformers and pole transformers
- Pole replacement – replaced and refurbished 20 poles
- Replaced insulators in the more critical areas and poles. Full replacement expected to be completed in 2025
- Fault indicators have been installed in 2023 and 2024 with completion of the project in 2025

A significant project that E.L.K. and the MSA Team is working with Hydro One for a second feeder into the Kingsville service area. With an investment in a second feeder there would be the expectation that a further investment can be made to tie the two feeders together in Kingsville. This could allow for one of the feeders to provide the power to the whole town if the other feeder is unable to.

Tying two feeders together and carrying the total load is not an easy task. Significant studies from Hydro One are required since there is many Hydro One customer also being served by these feeders. E.L.K. has had meetings with Hydro One at the beginning of the year. We are currently waiting for information from Hydro One.

E.L.K. takes pride in providing a safe and reliable service to our customers. We know that there is room for improvement which is why there are many investments being made that have never been made in the past.

E.L.K. will continue to provide information to the Kingsville council on the investments being made and the progress on improving the service to our customers.

A handwritten signature in black ink that reads 'Sherry Bondy'.

Sherry Bondy
Chair of E.L.K. Energy

A handwritten signature in black ink that reads 'Jim Hogan'.

Jim Hogan
MSA Lead

cc: Deputy Mayor Kimberly DeYong

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 65 - 2024

Being a By-law to provide for a new bridge over the Kunch Drain at a total estimated cost of \$37,000 in the Town of Kingsville, in the County of Essex

WHEREAS the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act*;

AND WHEREAS the reports have been authored by Gerard Rood, P. Eng., Rood Engineering Inc. under date of March 20, 2024, and the attached report form part of this by-law;

AND WHEREAS \$37,000 is the amount to be contributed by owners of parcel #390-03502 for the drainage works;

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

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

1. AUTHORIZATION

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

2. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

One hundred percent (100%) of the cost for this report is to be assessed to the owner of parcel 390-03502.

3. CITATION

This by-law comes into force on the passing thereof and may be cited as the "Kunch Drain – New Bridge - Ure" by-law.

READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS 23RD DAY OF SEPTEMBER, 2024.

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

READ A THIRD TIME AND FINALLY PASSED THIS _____ DAY OF _____, 2024.

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 66 - 2024

Being a By-law to provide for the emergency access replacement over the 7th Concession Drain for Parcel Nos. 460-00701 and 460-00702 at a total estimated cost of \$264,154 in the Town of Kingsville, in the County of Essex

WHEREAS the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act*;

AND WHEREAS the report has been authored by Antonio B. Peralta, P. Eng., N.J. Peralta Engineering Ltd. under date of July 19, 2024, and the attached report form part of this by-law;

AND WHEREAS \$264,154 is the amount to be contributed by the owners in the schedule attached of for the drainage works;

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

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

1. AUTHORIZATION

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

2. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

Cost will be shared with the owner of the access and upstream lands and roads.

3. CITATION

This by-law comes into force on the passing thereof and may be cited as the “7th Concession Drain – Emergency Access Replacement” by-law.

READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS 23rd DAY OF SEPTEMBER, 2024.

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

READ A THIRD TIME AND FINALLY PASSED THIS _____ DAY OF _____, 2024.

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 68–2024

Being a By-law to Govern the Calling, Place and Proceedings of Council and Committees

WHEREAS pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended, requires that every municipality and local board shall pass a procedure by-law to govern the calling, place and proceedings of meetings.

AND WHEREAS the Council of The Corporation of the Town of Kingsville deems it expedient to repeal and replace By-Law Number 077-2021, Council Procedural By-Law, as amended, which was passed on September 27, 2021;

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

Definitions

1.1. For the purpose of this by-law the following definitions are applicable:

- a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001 c.25, as may be amended from time to time;
- b) **“CAO”** means the Chief Administrative Officer of the Municipality, or their designate;
- c) **“Chair”** means the Mayor, the Deputy Mayor or other Member who may be presiding over a Meeting in accordance with this By-law, as the case may be;
- d) **“Clerk”** means the Clerk of the Municipality as appointed by Council, or their designate;
- e) **“Council”** means the Council of the Municipality;
- f) **“Committee”** means any advisory or other committee, including Committee of the Whole, which is established by Council to deal with specific matters that Council deems appropriate;
- g) **“Committee of the Whole”** means an advisory committee comprised of all Members of Council that directly reports, and makes recommendations, to Council;
- h) **“Electronic Participation”** means participation in a Meeting by means of telecommunication instruments including but not limited to telephone and video conferencing;
- i) **“Emergency”** means circumstances which, in the opinion of the Mayor, are considered to be of an urgent or time sensitive nature, and which may affect the health, safety or physical security of residents of the Municipality;
- j) **“Holiday”** means:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
December 24
Christmas Day
Boxing Day

- 2.4. Unless a contrary intention appears in this By-law, words in the singular include the plural.

3. Meetings

Inaugural Meeting

- 3.1. The inaugural meeting of the Council after a regular municipal election shall be held on the 1st Monday in December at 6:00 p.m.

Regular Meetings

- 3.2. Regular Meetings of Council shall be held at 6:00 p.m. on select Mondays twice a month. The Clerk shall present a proposed Regular Council Meeting schedule to Council no later than December of the year preceding the year for which the schedule has been prepared. Only one Regular Meeting will be scheduled in the months of December, July and August.

Special Meetings

- 3.4 The Mayor, in consultation with the CAO and/or Clerk, may call a Special Meeting at any time.
- 3.5 Upon receipt of a petition of a majority of Members of Council by the Clerk, the Clerk shall call a Special Meeting for the purpose and at the time and date mentioned in the petition.
- 3.6 The Special Meeting shall be held no sooner than 48 hours following the calling of the Meeting by the Mayor or the Clerk, as the case may be.

Emergency Meetings

- 3.7 Notwithstanding any other provision in this By-law, a Meeting may be called in an Emergency by the Mayor, without advanced written notice. The Clerk will notify Members, the CAO, applicable staff and the public about the Meeting as soon as possible, using any method that is reasonable in the circumstances.
- 3.8 The notification of the Emergency Meeting shall include a description of the business to be transacted at the meeting. Lack of receipt of the notice of the Emergency Meeting shall not affect the validity of the meeting or any action taken at the meeting.
- 3.9 Since the public may not have been given adequate notice of the Emergency Meeting, given the emergent nature of the reason for the meeting, the Clerk shall immediately after the meeting, or as soon as practicable, notify the public of the reasons for the meeting in as much as the reasons and content of the meeting can be disclosed.

Place of Meetings

- 3.10 Unless otherwise specified in a notice of meeting, or in the case of an Emergency, Meetings shall be held at the Unico Community Centre

Notice of Meetings

- 3.11 Notice of Meetings shall be given in the following manner:

- a) posted on the Municipality's website;
- b) posted on the Municipality's social media page(s);
- c) posted on the electronic sign and/or the bulletin board at Town Hall; and

- d) electronically distributed to those members of the public that have subscribed on the Municipality's website to receive notifications of council matters.
- 3.12 On or before December 31 each year, a listing of all Regular Meetings of Council for the following year shall be posted for public viewing in accordance with paragraph 3.11.
- 3.13 In the case of a Special Meeting, the meeting notice shall include a description of the business to be transacted at the meeting and shall be made available for public viewing in accordance with paragraph 3.11 as soon as possible after the calling of the Special Meeting, and before the holding of the Special Meeting.
- 3.14 In the case of a Meeting conducted electronically, the meeting notice shall include sufficient information as to provide the public with means to electronically observe the open session part of the Meeting.

Open and Closed Meetings, Confidential Information

- 3.15 All Meetings shall be open to the public.
- 3.16 No Member shall divulge any information to any person that pertains to any aspect of any discussion or direction of Council that was given or provided at a Closed Meeting of Council.
- 3.17 Notwithstanding paragraph 3.15, a meeting or part of a meeting may be closed to the public only in accordance with the provisions of the Act.
- 3.18 Before all or part of a meeting is closed to the public, the Council, Local Board or Committee shall state by resolution:
- a) the fact of the holding of the closed meeting, and
 - b) the general nature of the matter to be considered at the closed meeting;
- 3.19 Voting may take place in Closed Session only if the vote is for:
- c) A procedural matter; or
 - d) For giving directions or instructions to officers, employees, or agents of the Municipality or Committee.

Presiding Over Meetings

- 3.20 The Mayor shall preside as Chair at all Meetings, however, when the Mayor is delayed, absent, refuses or is unable to act, or the office is vacant, the Deputy Mayor shall act in the place of the Mayor.
- 3.21 When both the Mayor and Deputy Mayor are absent or are unable to act, or the offices are vacant, the Members may, by resolution, appoint a Member from amongst themselves for the purpose of the Member presiding as Chair over a Meeting.
- 3.22 The duties of the Chair shall be as follows:
- a) to call the Meeting to order;
 - b) to announce the business before Council in the order in which it is to be acted upon;
 - c) when two or more Members seek to address Council, designate the Member who may speak first;

- d) to receive and submit, in the proper manner, all motions presented by the Members;
- e) to put to a vote all questions which are moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result;
- f) to decline to put to a vote motions which are contrary to the procedures as set out in this By-law;
- g) to enforce the Rules of Order and conduct of Members' behaviour which disrupts the order and decorum of the Meeting;
- h) to call by name any Members breaching the Rules of Order thereby ordering the Member to vacate their seat;
- i) decide questions on the Rules of Order, including Points of Order, Points of Privilege, and rulings or procedures set out in this By-law, stating reasons for the decision;
- j) to inform the Council when necessary or when referred to for the purpose, on a Rule of Order or procedure under this By-law;
- k) to represent and support the Council, declaring its will and implicitly obeying its decisions in all things;
- l) to ensure that the decisions of Council are in conformity with the laws and By-laws governing the activities of the Municipality;
- m) to adjourn the Meeting without question in the case of grave disorder; and
- n) to expel any person for improper conduct at a Meeting, which includes, but is not limited to, conduct obstructing the deliberations or proper action of Council.

Call to Order and Adjournment

- 3.23 At or after the hour fixed for holding of the Meeting, if there is a Quorum present, the Chair shall call the Meeting to order.
- 3.24 If there is no Quorum present one half hour after the time fixed for holding of the Meeting, the Clerk shall record the names of the Members present and the Meeting shall stand adjourned until the next Regular Meeting or until a Special Meeting is called.
- 3.25 Meetings shall stand adjourned at 10:00 p.m. Any business items not yet completed shall be added to the following Regular Meeting, or a Special Meeting called for that purpose.
- 3.26 Notwithstanding section 3.25, a Meeting may continue for one hour past 10:00 p.m. upon a two-thirds resolution of Council. Any continuation of the Meeting past 11:00 p.m. shall require a unanimous resolution of Council.

4. Electronic Participation in Meetings

- 4.1. Notwithstanding any other provision in this By-law, a Meeting may be conducted electronically. The Clerk, in consultation with the CAO and/or Mayor, shall determine the method and technology used for a meeting in which Members meet via Electronic Participation. Such determination shall be based on the resources available at the time,

the prevailing circumstances of the Meeting, and any other factors that support the holding of an electronic meeting.

- 4.2. A Member participating in a Meeting electronically shall:
- a) Be counted for the purposes of determining Quorum;
 - b) Log into the Meeting in advance of the start time to establish the necessary electronic connection before the Meeting is scheduled to begin;
 - c) Ensure that their camera is on, as may be applicable;
 - d) Mute their electronic device when they are not speaking;
 - e) Inform the Chair about their intention to leave the meeting either on a temporary or permanent basis; and,
 - f) Have the same voting rights as if they were participating in the meeting in person.
- 4.3. When a Meeting is “in person” (normally held at the Unico Community Centre) a Member may make a request to participate electronically in a Meeting, subject to the following rules:
- a) The Member must provide the request in advance to the Clerk.
 - b) A Member may not participate electronically in an “in-person” Meeting under this Section more than three times in a calendar year, except with Council approval in the event of extended illness or other extenuating circumstances.
 - c) The Clerk shall determine the method of Electronic Participation of the Member after considering the resources available to both the Town and the Member, and any other factors necessary to give effect to the request.
- 4.4. Members participating electronically in a Meeting closed to the public must ensure that they are participating from a location that ensures the privacy and confidentiality of the closed meeting discussion.
- 4.5. The Chair shall rule on and determine the applicable in-meeting processes as may be adapted to a Meeting with Electronic Participation, which processes shall be consistent with this By-law and in accordance with the *Act*.
- 4.6. In the case of a loss of connection, or any connection issue, which impedes the ability of a Member to participate in the Meeting in real time, provided Quorum is maintained, the Meeting will continue. At the discretion of the Chair, a short recess may be taken to allow the Member to reconnect. A Member who is unable to connect electronically to a Meeting will not be able to participate or vote, shall be noted in the minutes as “not present” for that portion of the Meeting in which they are unable to connect, and any vote taken during a Member’s absence shall be valid.
- 4.7. Any policies of the Town governing the recording and/or broadcasting of Council Meetings shall apply, with the necessary modifications, to Meetings conducted electronically.
- 4.8. The Clerk may, from time to time, establish or amend procedures related to Electronic Participation, provided that such procedures do not conflict with the provisions of this By-law.

5. Agendas and Materials

- 5.1. The Clerk shall prepare an agenda for Meetings of Council. The Clerk's designate shall prepare an agenda for Meetings of Committees, as may be applicable.
- 5.2. The Clerk shall prepare an agenda outlining the order of business in a form that best allows for the most efficient and effective conduct of business.
- 5.3. Closed Session will be scheduled at any time in the meeting deemed prudent and necessary. Council shall report out of Closed Session immediately after rising from Closed Session.
- 5.4. Notwithstanding the order of business listed above, modifications to the order of business, or to the matters to be included may be affected without requiring amendments to this By-law.
- 5.5. Insofar as is practicable, agendas together with all relevant materials, shall be made available to Members on the fifth day, excluding Holidays, prior to a Meeting. In the event such day falls on a Saturday or Sunday, the day prior that is not a Saturday, Sunday or Holiday; or, in the event a Special Meeting is called within a shorter time frame, as soon as possible following the calling of the Meeting, as the case may be.
- 5.6. If a member wishes to make any additions to the Agenda, those additions shall be forwarded to the Clerk at least 7 days before the Meeting.
- 5.7. Agendas delivered to Members shall contain the recommendations of Staff following each item or group of items, as may be appropriate.
- 5.8. The CAO shall have the right to provide general advice and recommendations to Council.
- 5.9. The Senior Management Team shall have the right to advise Council with respect to their area of responsibility, including rights and obligations which may be of a professional nature (i.e. professional advice of a financial, legal, engineering, health and safety nature, etc.)

Consent Agenda

- 5.10. The Clerk shall list items on the Consent Agenda, in his/her sole discretion, that he/she thinks should be listed on the agenda under the heading "Consent Agenda". For example, items listed in the "Consent Agenda" shall include Staff information reports which do not require a decision, Staff reports with recommendations which are considered minor or non-controversial, minutes of previous meetings, minutes of committees, adoption of accounts, and business correspondence.
- 5.11. If a Member wishes to speak to an item on the Consent Agenda, or wishes to amend a recommendation of any item(s) listed on the Consent Agenda, the Member shall request the item(s) be removed for subsequent consideration.
- 5.12. All of the items on the Consent Agenda which have not been removed from the Consent Agenda by a Member will be adopted by one motion for approval. The approval of this section has the same effect as if each item in this section was approved by Council separately and the Clerk shall record in the minutes that each item was approved, or received for information, as the case may be.

- 5.13 Any item(s) removed from the Consent Agenda shall then be spoken to by the requesting Member and then, subject to any amendments, the recommendation(s) shall be voted upon.

6. Delegations and Presentations

- 6.1. Any person, group, corporation or organization, not being a Member or Staff, that wishes to appear before Council to present general information or to make a request of Council shall submit a written request to the Clerk, in accordance with the process established by the Clerk. The request shall include the details of the matter to be presented and any material they would like distributed to Council.
- 6.2. The Clerk shall ask delegations if they wish to make a written delegation to Council instead of speaking to Council. In such an instance, the written delegation will be distributed to Council in advance of the Meeting and during the Meeting the Clerk shall verbally note to Council that written delegations have been received and indicate the names of the persons listed on the delegation. The written delegation shall be entered into the minutes without the need for a motion to receive.
- 6.3. Timelines for registration for a delegation shall be:
- a) For an item on the agenda: Registration with the Clerk by 11am on the day of the Meeting.
 - b) For an item not listed on the agenda: Registration with the Clerk 14 days prior to the Meeting and provide in writing that which they intend to say to Council. The CAO shall determine if an administrative written or verbal report will follow the submission.
- 6.4 The Clerk, in consultation with the Mayor and CAO, may decline to grant a request to appear before Council if:
- a) it is apparent that the subject matter is not suitable for discussion at a Meeting;
 - b) the matter should be referred to Administration for action;
 - c) the matter has been or is to be considered by the Committee of Adjustment and Appeals;
 - d) presentation/additional material, if any, and written submissions were not provided with the request;
 - e) request and/or presentation material/written submissions contain information that would be considered offensive and/or discriminatory;
 - f) there has, or will be, at least one (1) Meeting held at which the public was, or will be, provided the opportunity to speak to the matter;
 - g) the delegate addressed Council through a written and/or verbal delegation on the subject matter within the previous twelve (12) months;
 - h) the subject matter is outside of the jurisdiction of Council;
 - i) the subject matter pertains to personnel or labour relations;
 - j) the subject matter pertains to an ongoing or potential legal proceeding, or investigation;

- k) the subject matter pertains to business for which a Closed Meeting has been, or will be, held;
 - l) Council previously made a decision on the issue;
 - m) the subject matter pertains to personal matters about identifiable individuals;
 - n) the request is for the purposes of soliciting business; or
 - o) the subject matter pertains to political parties.
- 6.5 Where the Clerk anticipates the total time limit for all delegations (not including presentations) shall be 30 minutes, the Clerk may defer delegations and matters to a later Council meeting date and/or reduce the time limits allotted for speaking for each delegation. The Clerk shall consult with the Mayor and CAO before making any such decision and the Clerk shall notify Council of any such decisions at the beginning of the Meeting.
- 6.6 If a delegation has previously presented the same or similar content at a Committee of the Whole meeting, then the delegation shall not be permitted to speak at a Council meeting unless the person making the delegation has new or additional information.
- 6.7 The time limits allotted to delegations shall be strictly enforced. The Clerk shall set a timer at the commencement of the delegation's presentation. The Clerk shall provide Council and the speaker with a 1-minute wrap-up warning. At the conclusion of the allotted time, the Clerk shall inform Council and the speaker that the time limit has been exhausted. Time limits shall be set at the discretion of the Chair and shall generally follow the below guidelines:
- a) Items not on the agenda: Up to five (5) minutes
 - b) Items on the agenda: Up to five (5) minutes
 - c) Matters subject to notice: Up to ten (10) minutes
 - d) Presentations: Up to twenty (20) minutes
- 6.8 Upon the completion of a delegation, Members may ask questions for clarification only. Members shall not enter into debate with the delegation. Delegations may not ask questions of Council or Staff. The total time limit for follow up questions and answers shall be 5 minutes but can be extended at the discretion of the Chair. The Clerk shall set a timer and inform Council when the time limit has been exhausted.
- 6.9 The Chair may curtail or stop any delegation and the person(s) appearing shall withdraw and may not challenge the decision of the Chair.
- 6.10 Where there are numerous delegations taking the same position on a matter, delegates are encouraged to select a spokesperson to speak on behalf of the group.
- 6.11 Delegations are not permitted to assume any unused time allocated to another delegation.

6.12 Delegations shall not:

- a) Speak disrespectfully of any person.
- b) Use offensive words.
- c) Speak on any subject other than the subject for which they have received approval to address Council.
- d) Disobey a decision of the Chair or Council.
- e) Enter into cross-debate with other delegations, Staff, Members, or the Chair.

6.13 From time to time, certain persons from partner and external organizations, other government bodies, and dignitaries, may be granted presentation status in order to inform Members of matters of considerable significance to the Town. The Mayor, CAO and Clerk shall determine who is given presentation status. 6.14 Where a decision of any court, tribunal, board or other body with competent jurisdiction, makes a finding or order which requires action of Council, such as making a new decision or reconsideration, then that matter shall be placed on the agenda by the Clerk and shall not be deemed a matter of reconsideration for the purposes of this By-law.

6.14 Where a decision of any court, tribunal, board or other body with competent jurisdiction, makes a finding or order which requires action of Council, such as making a new decision or reconsideration, then that matter shall be placed on the agenda by the Clerk and shall not be deemed a matter of reconsideration for the purposes of this By-law.

7. Committee of the Whole

- 7.1. The Committee of the Whole shall have the authority to direct Administration or refer matters to Council for consideration and approval.
- 7.2. Meetings shall be scheduled at the call of the Chair, as required, on the advice of the CAO and/or Clerk, and held at 6:00 p.m. at the Unico Community Centre or such other location as determined in the public notice. The Clerk shall give public notice of the date, time, and location of the meeting as soon as is practicable.
- 7.3. Meetings of Committee of the Whole shall be chaired by the Deputy Mayor
- 7.4. Meetings will be open to the public unless closed in accordance with the provisions of the *Act*.

Committee Appointments

- 7.5. Council during a Meeting closed to the public in accordance with the *Act*, shall review submissions received in response to a call for committee applications, and the Manager of Human Resources shall make recommendations to Council regarding appointments to Council.

8. Rules of Order

- 8.1 At a Meeting, no person shall:
 - a) speak on any subject other than the subject in debate, or, in the case of a delegation, the issue raised in the written request to appear as a delegation;

- b) use offensive words or derogatory language;
 - c) speak disrespectfully of any person;
 - d) address a Member or Council without permission of the Chair;
 - e) disturb a Member, Staff or member of the public by engaging in any behaviour which disrupts the order and decorum of the Meeting; or
 - f) resist the Rules of Order or disobey the decisions of the Chair on the Rules of Order or a procedure as set out in this By-law.
- 8.2 All persons in attendance at a Meeting, including Staff and Members, shall ensure that all personal digital devices are turned off or set to a silent mode during a Meeting.
- 8.3 Following the decision of the Chair, the Council, if appealed to, shall decide the question without debate and its decision shall be final. The Chair, without leaving the chair, shall ask, "Shall the decision of the Chair be sustained?" A tie or majority vote sustains the decision of the Chair. A negative vote reverses the decision of the Chair.
- 8.4 A Member may raise a Point of Privilege at any time during a Meeting. When a Point of Privilege is raised, it shall be considered and decided by the Chair without debate. When the Point of Privilege has been decided in the affirmative, and if a breach of a Member's privileges or that of the assembly has occurred, action should be taken or initiated by the Chair to resolve the situation.
- 9. Conduct of Members**
- 9.1 Without limiting the obligations of a Member to observe the Rules of Order and those obligations as set out in that Section, at a Meeting no Member shall:
- a) address a Member or Council unless through the Chair and only when recognized to do so;
 - b) interrupt the Member who has the floor except to raise a question on a Rule of Order, Point of Privilege or procedure set out in this By-law;
 - c) having committed a breach of any Rule of Order or provision of this section and being ordered to vacate by the Chair, in the absence of an apology offered to Council at the same Meeting, retake their seat, until the next Meeting.
- 9.2 Members shall act at all times in a manner that will enhance public trust and confidence in local government and shall govern themselves in accordance with:
- a) the Declaration of Office; and
 - b) the Code of Conduct for Members of Council and Members Appointed by Council as amended from time to time.
- 9.3 No Member shall be absent from Meetings for three successive months without being authorized to do so by resolution.

10. Motions

Generally

- 10.1 A motion must be formally seconded before the question can be put or a motion recorded in the minutes.
- 10.2 Schedule A to this By-law is a table titled "Table of Rules Relating to Motions" summarizing the ranking and characteristics of various motions.
- 10.3 When a motion is presented to Council in writing it shall be read, or, if it is an oral motion, stated by the Chair.
- 10.4 If the Chair desires to move or second a motion, the Chair shall vacate his or her seat and sections 3.20 and 3.21 shall apply, as the case may be. The Chair who stepped down to participate on an item of business, may not retake the presiding position until the item of business has been disposed of.
- 10.5 After a motion is read or stated by the Chair, it shall be deemed to be in possession of Council but may, with the permission of Council be withdrawn at any time before the question being put to a vote.
- 10.6 No Member may speak more than once to the same question without the consent of the Chair.
- 10.7 When a question is under debate, no motion shall be received except a motion as follows (requires a seconder):
- a) to refer the question (debatable);
 - b) to amend (debatable);
 - c) to defer indefinitely (not debatable);
 - d) to defer to a certain time (debatable);
 - e) to adjourn (not debatable); and
 - f) that the vote now be taken (not debatable).
- 10.8 The following motions are not debatable:
- a) to adjourn;
 - b) to close, limit or extend debate;
 - c) to suspend any provision of this By-law in accordance with section 5; and
 - d) that the vote be taken.

Motion to Amend

- 10.9 A motion to amend:
- a) is debatable, if the motion to be amended is debatable;
 - b) is amendable;
 - c) shall be relevant and not contrary to the principle of the issue or motion under consideration; and

d) shall be voted on in the reverse order in which it is moved.

10.10 Only one amendment can be presented to the main motion at one time and only one amendment can be presented to an amendment at one time, but when a sub-amendment has been disposed of, another may be introduced, and when an amendment has been decided, another may be introduced.

10.11 Notwithstanding sections 10.9 and 10.10 a “friendly” amendment may be made with the consent of the mover and seconder.

Motion to Postpone to a Certain Time

10.12 A motion to postpone to a certain time is a motion requesting that consideration of a pending question be delayed to a specific day, meeting or hour or following the occurrence of a specific event. When the item is brought back for discussion, it shall be placed on the Agenda in the Unfinished Business segment of the Agenda and shall have priority over all other matters discussed in that segment.

10.13 A motion to postpone to a certain time shall:

- a) Include a fixed date for the question to come back for consideration; and
- b) Be made while the main motion or an amendment is on the floor, and takes precedence over that motion or amendment.

Motion to Reconsider

10.14 A motion to reconsider is a motion that proposes to amend or cancel a previous decision of Council, whether in exact form or in substance or intent. The Clerk shall decide if the matter is in substance or intent and the decision of the Clerk shall be final.

10.15 The following motions cannot be reconsidered:

- a) to defer indefinitely;
- b) to adjourn;
- c) to recess;
- d) to suspend any provision of this By-law in accordance with section 2.3; and
- e) to reconsider.

10.16 If the action approved in the original motion cannot be reversed, the motion cannot be reconsidered.

10.17 Subject to sections 10.18 to 10.19, after any question has been decided by Council, any Member who was present and who voted in the majority may, at the meeting in which the question was dealt with or in any subsequent meeting of Council, move for the reconsideration thereof.

10.18 No discussion of the main question which is proposed for reconsideration shall be allowed until the motion to reconsider has been adopted. Debate on the motion to reconsider must be confined to reasons for or against the subject of reconsideration, and debate cannot go into the merits of the motion proposed to be reconsidered.

- 10.19 If a motion to reconsider is decided in the affirmative, reconsideration shall become the next order of business and debate on the question to be reconsidered shall proceed.
- 10.20 A motion to reconsider:
- a) is debatable;
 - b) is not amendable; and
 - c) requires a two-thirds vote of Council, regardless of the vote necessary to adopt the motion to be reconsidered.
- 10.21 Notwithstanding Paragraph 2.3 of this By-law, the rules as related to a Motion to Reconsider cannot be suspended.
- 10.22 No question upon which a Motion to Reconsider has been voted on shall be reconsidered more than once within a period of twelve (12) months following the date that the Motion to Reconsider was voted on, unless:
- a) a regular municipal election has occurred following the date that the Motion to Reconsider was voted on.
- 10.23 A motion to reconsider suspends action of the motion to which it applies until the motion to reconsider has been decided.
- 10.24 When a question is brought before a succeeding Council, it shall be deemed to be new business and not a matter of reconsideration.

11. Notice of Motion

- 11.1 Notices of Motion shall:
- a) be in writing; and
 - b) include the name of the mover.
- 11.2 Notices of Motion shall be given in writing to the Clerk not later seven (7) days prior to the next regular meeting so that the matter may be included in the Council agenda package for consideration and debate at the upcoming Council Meeting.
- 11.3 Notwithstanding section 11.2, a Notice of Motion may be introduced during a Meeting, where it will be read out to the Members, and will be recorded in the Minutes. Unless otherwise specified, the Notice of Motion will be placed on the agenda for the next Meeting, or the agenda of a Special Meeting called for that purpose.
- 11.4 Where a Motion is time sensitive or in an emergency situation, Council may allow a Motion to be debated and voted upon during the same Meeting at which it is introduced. In such an instance, a two-thirds vote is required to bring the matter to the table for debate and voting.

12. Voting

- 12.1 Immediately prior to voting on a motion, the Chair shall state the question in the precise form it is to be recorded in the minutes, including any amendments to the question.
- 12.2 Every Member, including the Chair, present at a Meeting, when a question is put, shall vote unless prohibited by statute. If a Member is prohibited from voting, the Clerk shall record the name of the Member and the reason for same.

- 12.3 When an electronic voting system is available, every Member present and participating in a vote on a motion, excluding those motions referred to in subsections a) and b) below, shall vote electronically:
- a) Motion to Recess
 - b) Motion to Adjourn
 - c) Motion to receive items for information, and
 - d) Adoption of by-laws.
- 12.4 When an electronic voting system is used for a vote, the results shall be recorded in the Minutes.
- 12.5 If a Member errs when submitting their vote and wishes to change the record of the vote in the minutes, the Member must bring the error to the Chair's attention immediately before the next item on the agenda is announced.
- 12.6 The Chair shall, upon request of a Member, divide the question and the vote upon each proposal shall be taken separately. When a series of independent main motions has been moved for decision, any member may demand that one or more of the main motions be separated and voted on separately. The Chair shall allow the separation of the motions.
- 12.7 Except where expressly provided in statute, any question on which there is an equality of votes shall be deemed to be lost.
- 12.8 No vote shall be taken by ballot or any other method of secret voting and every vote so taken are of no effect.
- 12.9 If a Member is present at a Meeting and does not vote on a question, the Member shall be deemed to have voted in the negative, except where the Member has not voted because they are prohibited by statute.
- 12.10 Where an electronic voting system is not available and a Member requests, before or after the vote, that the vote be recorded, each Member present, except a Member who has declared a pecuniary interest, shall be called upon by the Clerk in rotating alphabetical order so that each recorded vote shall start and end with a different person than the last recorded vote (by last name), to announce their vote openly. The Clerk shall record each vote and the Chair shall announce the result of the vote.
- 12.11 On all other votes, the manner of determining the decision on a motion shall be at the discretion of the Chair and may be by voice, show of hands, standing or otherwise.

13. By-Laws

- 13.1 No by-law, except a by-law to confirm the proceedings of Council, shall be presented to Council unless the subject matter thereof has been considered and approved by Council.
- 13.2 No by-law shall be introduced except upon motion by a Member specifying the title of the by-law.

- 13.3 Every by-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any statute and shall be complete with the exception of the number and date thereof.
- 13.4 Council may refer any proposed by-law to a Local Board, Committee, Staff or other person or organization for review and comment.
- 13.5 Unless specified otherwise by statute, a by-law may be read a first, second and third and final time at the same Meeting.
- 13.6 A by-law shall include the date of each reading.
- 13.7 Every by-law enacted by the Council shall be numbered and dated and shall be sealed under the seal of the Municipality and shall be signed by the Clerk and Chair.
- 13.8 A by-law to confirm the proceedings shall be the final by-law adopted by Council at each Meeting.

14. Record of Meetings

- 14.1 The Municipality, a Local Board or a Committee shall record, without note or comment, all resolutions, decisions and other proceedings at a Meeting, whether it is closed to the public or not, and shall, when doing so, include the following:
- a) the place, date and time of the Meetings; and
 - b) the names of the Chair, Minute-taker and the record of the attendance of the Members.
- 14.2 The record required by section 14.1 shall be made by:
- a) the Clerk, if the Meeting is a meeting of Council; or
 - b) an assigned Staff person, if the Meeting is a meeting of a Local Board or Committee.

15. Identification and Declaration of Pecuniary Interest

- 15.1 It is the responsibility of each Member at a Meeting to identify any conflict of interest / pecuniary interest, as set out in the Municipal Conflict of Interest Act, in any matter that is the subject of consideration at the Meeting.
- 15.2 Where a Member, either on their own behalf or while acting for, by, with or through another, has any conflict of interest / pecuniary interest, direct or indirect, in any matter and is present at a Meeting at which the matter is the subject of consideration, the member,
- a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
 - b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
 - c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

and, where the Meeting is not open to the public, in addition to complying with the aforementioned requirements, the Member shall

forthwith leave the Meeting or the part of the Meeting during which the matter is under consideration.

- 15.3 Where the interest of a Member has not been disclosed as required by reason of the Member's absence from a Meeting, the Member shall disclose the interest and otherwise comply with aforementioned requirements at the next Meeting attended by the Member.

16. Enactment

- 16.1 By-Law Number 077-2021, as amended, and any other by-law inconsistent with this by-law be hereby repealed.

- 16.2 This By-law shall come into force and take effect upon third reading and being finally passed.

Read a first, second, and third time and finally passed this 23rd Day Of September, 2024.

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

Schedule A to By-law 68-2024

Rules Relating to Motions

Motions that are Ranked

Order of Preference	In Order when the Member has Floor	Must be Seconded	Is Amendable	Is Debatable	Vote Required for Adoption
Adjourn	No	Yes	No	No	Majority
Question of Privilege	Yes	Yes*	No	No	No Vote (Chair decides)
Postpone Definitely	No	Yes	Yes	Yes	Majority
Refer	No	Yes	Yes	Yes	Majority
Amend	No	Yes	Yes	Yes	Majority
Postpone Indefinitely	No	Yes	No	No	Majority
Main Motion	No	Yes	Yes	Yes	Majority

Motions Not Ranked

Order of Preference	In Order when the Member has Floor	Must be Seconded	Is Amendable	Is Debatable	Vote Required for Adoption
Point of Order	Yes	No	No	No	No Vote (Ruled on by the Chair)
Appeal the Decision	No	Yes	No	Yes	50% vote sustains the Chair
Divide the Question	No	Yes	Yes	No	Majority

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 71-2024

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

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

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

AND WHEREAS the application conforms to the Official Plan of the Town of Kingsville;

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

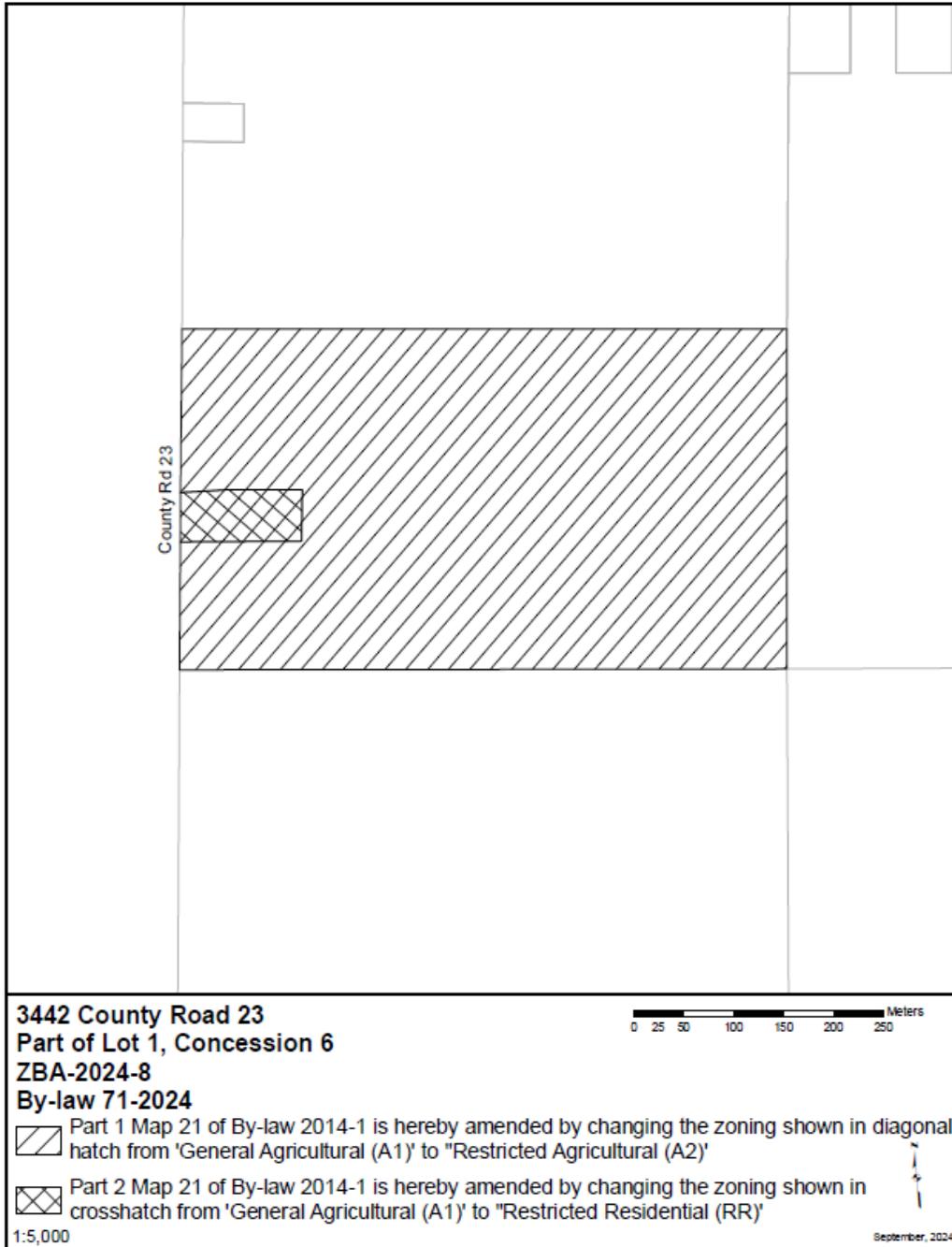
1. Schedule "A", Map 21 of By-law 1-2014 is hereby amended by changing the zone symbol on an approximately 19.47 ha (48.12 ac.) portion of land, known municipally as V/L County Road 23, in Part of Lot 1, Concession 6, as shown on Schedule 'A' in diagonal hatch attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.
2. Schedule "A", Map 21 of By-law 1-2014 is hereby amended by changing the zone symbol on an approximately 0.76 ha (1.88 ac.) portion of land, known municipally as 3442 County Road 23, in Part of Lot 1, Concession 6, as shown on Schedule 'A' in cross hatch attached hereto from 'Agriculture (A1)' to 'Rural Residential (RR)'.
3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
23RD DAY OF SEPTEMBER 2024.**

Mayor, Dennis Rogers

Acting Clerk, Angela Toole

Schedule 'A'



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 72 - 2024

Being a by-law to establish procedures governing the standards for the maintenance and occupancy of property within the municipality

WHEREAS Sections 15.1(3) of the *Building Code Act, S.O. 1992, c. 23*, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

AND WHEREAS the Official Plan(s) for the Corporation of the Town of Kingsville includes provisions relating to property conditions;

AND WHEREAS the Council of the Corporation of the Town of Kingsville is desirous of passing a by-law under Section 15.1(3) of the *Building Code Act, S.O. 1992, c. 23*

AND WHEREAS Section 15.6(1) of the *Building Code Act, S.O. 1992, c. 23* requires that a by-law passed under Section 15.1(3) of the *Building Code Act, S.O. 1992, c. 23* shall provide for the establishment of a Property Standards Committee:

NOW THEREFORE the Council of the Corporation of the Town of Kingsville hereby enacts the following:

PART I

DEFINITIONS

In this by-law:

- 1.01 "Accessory Building"** means a detached building or structure, not used for human habitation, that is subordinate to the primary use of the same property.
- 1.02 "Apartment Building"** means a building containing more than four dwelling units with individual access from an internal corridor system.
- 1.03 "Approved"** means acceptance by the Property Standards Officer.
- 1.04 "Basement"** means that space of a building that is partly below grade, which has half or more of its height, measured from floor to ceiling above the average exterior finished grade.
- 1.05 "Cellar"** means that space of a building that is partly or entirely below grade, which has more than half of its height, measured from floor to ceiling below the average exterior finished grade.
- 1.06 "Dwelling"** means a building or structure or part of a building or structure, occupied or capable of being occupied, in whole or in part for the purpose of human habitation.
- 1.07 "Dwelling Unit"** means a room or suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping, and sanitary facilities.

- 1.08 "First Storey"** means that part of a building having a floor area closest to grade with a ceiling height of more than 1.8 meters (6 ft.) above grade.
- 1.09 "Guard"** means protective barrier installed around openings in floor areas or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, and other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.
- 1.10 "Habitable Room"** means any room in a dwelling unit used for or capable of being used for living, cooking, sleeping or eating purposes.
- 1.11 "Means of Egress"** means a continuous, unobstructed path of travel provided by a doorway, hallway, corridor, exterior passage way, balcony, lobby, stair, ramp, or other exit facility used for the escape of persons from any point within a building, a floor area, a room, or a contained open space to a public thoroughfare or an approved area of refuge usually located outside the building.
- 1.12 "Multiple Dwelling"** means a building containing three or more dwelling units.
- 1.13 "Non-Habitable Room"** means any room in a dwelling or dwelling unit other than a habitable room and includes a bathroom, a toilet room, laundry, pantry, lobby, corridor, stairway, closet, boiler room, or other space for service and maintenance of the dwelling for public use, and for access to and vertical travel between storeys, and basement or part thereof which does not comply with the standards of fitness for occupancy set out in this By-Law.
- 1.14 "Non-Residential Property"** means a building or structure or part of a building or structure not occupied in whole or in part for the purpose of human habitation, and includes the lands and premises appurtenant and all of the outbuildings, fences or erections thereon or therein.
- 1.15 "Occupant"** means any person or persons over the age of eighteen years in possession of the property
- 1.16 "Owner"** means the registered person, person in trust, a mortgagee in possession, a person who is managing or receiving the rent of the property, a lessee or a person who is in control of the property and includes a person, firm, partnership, corporation, company, association, or organization of any kind and its principal(s)
- 1.17 "Person"** means individual, firm, corporation, association or partnership.
- 1.18 "Property"** means a building or structure or part of a building or structure and includes the lands and premises appurtenant thereto and all mobile structures, outbuildings, fences and erections thereon, whether heretofore or hereafter erected and includes vacant property
- 1.19 "Repair"** means the provision of such facilities and the making of additions or alterations or the taking of such action as in restoring, renovating, mending as may be required so that the property shall conform to standards established in this by-law
- 1.20 "Residential Property"** means any property that is used or designated for use as a domestic establishment in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.

- 1.21 "Sewage System"** means the municipal sanitary sewer system or a private sewage disposal system approved by the person appointed as an inspector under the Building Code Act, S.O. 1992, c.23.
- 1.22 "Standards"** means the standards of the physical condition and of the occupancy prescribed for property by this By-law.
- 1.23 "Toilet Room"** means a room containing a water closet and a wash basin.
- 1.24 "Yard"** means the land other than publicly owned land around or appurtenant to the whole or any part of a residential or non-residential property and used or capable of being used in connection with the property.
- 1.26 "Holiday Lighting"** means displays of light and decorations temporarily installed to celebrate the holiday season.

PART II

GENERAL STANDARDS FOR ALL PROPERTY

- 2.01** All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code, Ontario Fire Code and the Fire Prevention and Protection Act where applicable.

YARDS

- 2.02** Every yard, including vacant lots shall be kept clean and free from:
- 1) rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
 - 2) wrecked, dismantled, discarded or abandoned machinery, vehicles, trailers or boats unless it is necessary for the operation of a business enterprise lawfully situated on the property;
 - 3) long grass, brush, undergrowth and noxious weeds as defined by the *Weed Control Act*;
 - 4) dilapidated, collapsed or partially constructed structures which are not currently under construction;
 - 5) injurious insects, termites, rodents, vermin or other pests; and
 - 6) dead, decayed or damaged trees or other natural growth.

SURFACE CONDITIONS

- 2.03** Surface conditions of yards shall be maintained so as to:
- 1) prevent ponding of storm water;
 - 2) prevent instability or erosion of soil;
 - 3) prevent surface water run-off from entering basements;
 - 4) not exhibit an unsightly appearance;

- 5) be kept free of garbage and refuse;
- 6) be kept free of deep ruts and holes;
- 7) provide for safe passage under normal use and weather conditions, day or night; and
- 8) not to create a nuisance to other property.
- 9) be graded to prevent surface water run-off from being discharged onto adjacent property.

SEWAGE AND DRAINAGE

- 2.04** Sewage shall be discharged into the sewage system.
- 2.05** Sewage of any kind shall not be discharged on the surface of the ground, whether into a natural or artificial surface drainage system or otherwise.
- 2.06** Roof drainage shall not be discharged onto sidewalk, stairs, or adjacent property.

PARKING AREAS, WALKS AND DRIVEWAYS

- 2.07** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter.
- 2.08** Steps, walks, driveways, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions day or night.

ACCESSORY BUILDINGS, FENCES, AND OTHER STRUCTURES

- 2.09** Accessory buildings, fences and other structures appurtenant to the property shall be maintained in structurally sound condition and in good repair.
- 2.10** Accessory buildings, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material. Buildings are to be maintained to prevent habitat for rodents, insects and vermin.

GARBAGE DISPOSAL

- 2.11** Every building, dwelling, and dwelling unit shall be provided with a sufficient number of suitable receptacles to contain all garbage, refuse and ashes that may accumulate on the property between the regularly designated collection days. Such receptacles shall be constructed of watertight material, provided with a tight fitting cover, and shall be maintained in a clean and odour free condition at all times.
- 2.12** All garbage, refuse, and ashes shall be promptly placed in a suitable container and made available for removal in accordance with the municipal garbage collection by-law where applicable.
- 2.13** Garbage storage areas shall be screened from public view.

COMPOST HEAPS

- 2.14** The occupant of a residential property may provide for a compost heap in accordance with the health regulations, provided that the compost pile is no larger than one square meter and 1.2 meters in height and is enclosed on all sides by concrete block, or lumber, or in a forty-five gallon container, a metal frame building with a concrete floor, or a commercial plastic enclosed container designed for composting.

LIGHTING

- 2.15** All exterior lighting fixtures shall be installed and maintained to the standards provided by the Building Code Act (Ontario), the Occupational Health and Safety Act (Ontario) and any other applicable legislation or regulation.
- 2.16** No exterior lighting shall be positioned so as to cause an impairment of the use or enjoyment of neighbouring properties.
- 2.17** Notwithstanding 2.16, Holiday Lighting is permitted during the period of November 15 to January 15.

PART III

RESIDENTIAL STANDARDS

GENERAL CONDITIONS

- 3.01** Every tenant, or occupant or lessee of a residential property shall maintain the property or part thereof and the land which they occupy or control, in a clean, sanitary and safe condition and shall dispose of garbage and debris on a regular basis, in accordance with municipal by-laws.
- 3.02** Every tenant, or occupant or lessee of a residential property shall maintain every floor, wall, ceiling and fixture, under their control, including hallways, entrances, laundry rooms, utility rooms, and other common areas, in a clean, sanitary and safe condition.
- 3.03** Accumulations or storage of garbage, refuse, appliances, or furniture in a means of egress shall not be permitted.

PEST PREVENTION

- 3.04** Dwellings shall be kept free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act*.
- 3.05** Openings, including windows, that might permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

STRUCTURAL SOUNDNESS

- 3.06** Every part of a dwelling shall be maintained in a structurally sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety as required by the Ontario Building Code.
- 3.07** Walls, roofs, and other exterior parts of a building shall be free from loose or improperly secured objects or materials.

FOUNDATIONS

- 3.08** Foundation wall of a dwelling shall be maintained so as to prevent the entrance of insects, rodents and excessive moisture. Maintenance includes the shoring of the walls to prevent settling, installing sub-soil drains, where necessary, at the footings, grouting masonry cracks, damp-proofing and waterproofing walls, joints and floors.
- 3.09** Every dwelling, except for slab on grade construction, shall be supported by foundation walls or piers which extend below the frost line, or to solid rock in compliance with the Ontario Building Code.

EXTERIOR WALLS

- 3.10** Exterior walls of a dwelling and their components, including soffits, fascia, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.
- 3.11** Exterior walls of a dwelling and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

WINDOWS AND DOORS

- 3.12** Windows, doors, skylights, and basement or cellar hatchways shall be maintained in good repair, weather tight and reasonably draught-free, to prevent heat loss and infiltration by the elements. Maintenance includes painting, replacing damaged doors, frames and other components, window frames, sashes and casings, replacement of non-serviceable hardware and re-glazing where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.
- 3.13** In a dwelling unit, all windows that are intended to be opened and all exterior doors shall have suitable hardware so as to allow locking or otherwise securing from inside the dwelling unit. At least one entrance door to a dwelling unit shall have suitable hardware so as to permit locking or securing from either inside or outside the dwelling unit.
- 3.14** Solid core doors shall be provided for all entrances to dwellings and dwelling units.
- 3.15** In residential buildings where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed between individual dwelling units and a secured entrance area, the said system shall be maintained in good working order at all times.
- 3.16** Every window in a leased dwelling unit that is located above the first storey of a multiple dwelling shall be equipped with an approved safety device that would prevent any part of the window from opening greater than would permit the passage of a 100 mm diameter (3.9 inches) sphere. Such safety device shall not prevent the window from being fully opened during an emergency situation by an adult without the use of tools.

ROOFS

- 3.17** Roofs of dwellings and their components shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.
- 3.18** The roofs of dwellings and accessory buildings shall be kept clear of accumulations of ice or snow or both.
- 3.19** Where eavestroughing, roof gutters, are provided they shall be kept in good repair, free from obstructions and properly secured to the building.

WALLS, CEILINGS AND FLOORS

- 3.20** Every wall, ceiling and floor in a dwelling shall be maintained so as to provide a continuous surface free of holes, cracks, loose coverings or other defects. Walls surrounding showers and bathtubs shall be impervious to water.
- 3.21** Every floor in a dwelling shall be reasonably smooth and level and maintained so as to be free of all loose, warped, protruding, broken, or rotted boards or other material that might cause an accident or allow the entrance of rodents and other vermin or insects.
- 3.22** Every floor in a bathroom, toilet room, kitchen, shower room, and laundry room shall be maintained so as to be impervious to water and readily cleaned.

STAIRS, PORCHES AND BALCONIES

- 3.23** Inside and outside stairs, porches, balconies and landings shall be maintained so as to be free of holes, cracks, and other defects which may constitute accident hazards. Existing stair treads or risers that show excessive wear or are broken, warped or loose and any supporting structural members that are rotted or deteriorated shall be repaired.

GUARDRAILS

- 3.24** A guard shall be installed and maintained in good repair on the open side of any stairway or ramp containing three (3) or more risers including the landing or a height of 600 mm (24") between adjacent levels. A handrail shall be installed and maintained in good repair in all stairwells. Guardrails shall be installed and maintained in good repair around all landings, porches and balconies. Guardrails, balustrades and handrails shall be constructed and maintained rigid in nature.

KITCHENS

- 3.25** Every dwelling shall contain a kitchen area equipped with:
- a) a sink that is served with hot and cold running water and is surrounded by surfaces impervious to grease and water;
 - b) suitable storage area of not less than 0.23 cubic meters (8 cubic feet);
 - c) a counter or work area at least 610 mm (2 ft.) in width by 1,220 mm (4ft.) in length, exclusive of the sink, and covered with a material that is impervious to moisture and grease and is easily cleaned; and
 - d) a space provided for cooking and refrigeration appliances including the suitable electrical or gas connections.

TOILET AND BATHROOM FACILITIES

- 3.26** Every dwelling unit shall contain a bathroom consisting of at least one fully operational water closet, washbasin, and a bathtub or suitable shower unit. Every washbasin and bathtub or shower shall have an adequate supply of hot and cold running water. Every water closet shall have a suitable supply of running water.
- 3.27** Every required bathroom or toilet room shall be accessible from within the dwelling unit and shall be fully enclosed and provided with a door capable of being locked so as to allow privacy for the persons using said room.
- 3.28** Where toilet or bathroom facilities are shared by occupants of residential accommodation, other than self-contained dwelling units, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities.

PLUMBING

- 3.29** Each washbasin, a bathtub or shower, and one kitchen sink shall be equipped with an adequate supply of hot and cold running water. Hot water shall be supplied at a temperature of not less than 43 degrees Celsius (1100 F).
- 3.30** Every dwelling unit shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health.
- 3.31** All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working condition free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.
- 3.32** All plumbing fixtures shall be connected to the sewage system through traps.
- 3.33** Every fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains, or other defects that may harbour germs or impede thorough cleansing.

ELECTRICAL SERVICE

- 3.34** Every dwelling and dwelling unit shall be wired to electricity and shall be connected to an approved electrical supply system.
- 3.35** The electrical wiring, fixtures, switches, receptacles, and appliances located or used in dwellings, dwelling units and accessory buildings shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards. All electrical services shall conform to the regulations established by the *Power Corporation Act*, as amended.
- 3.36** Every habitable room in a dwelling shall have at least one electrical duplex outlet for each 11.1 square meters (120 sq. ft.) of floor space and for each additional 9.3 square meters (100 sq. ft.) of floor area, a second duplex outlet shall be provided. Extension cords shall not be used on a permanent basis.
- 3.37** Every bathroom, toilet room, kitchen, laundry room, furnace room, basement, cellar and non-habitable work or storage room shall be

provided with a permanent light fixture.

- 3.38** Lighting fixtures and appliances installed throughout a dwelling unit, including hallways, stairways, corridors, passage ways, garages and basements, shall provide sufficient illumination so as to avoid health or accident hazards in normal use.

HEATING, HEATING SYSTEMS, CHIMNEYS AND VENTS

- 3.39** Every dwelling and building containing a residential dwelling unit or units shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 21 degrees Celsius (700 F) in the occupied dwelling units. The heating system shall be maintained in good working condition so as to be capable of safely heating the individual dwelling unit to the required standard.
- 3.40** All fuel burning appliances, equipment, and accessories in a dwelling shall be installed and maintained to the standards provided by the *Energy Act*, as amended or other applicable legislation.
- 3.41** Where a heating system or part thereof that requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a safe condition and in a convenient location so as to be free from fire or accident hazard.
- 3.42** Every dwelling shall be so constructed or otherwise separated to prevent the passage of smoke, fumes, and gases from that part of the dwelling which is not used, designed or intended to be used for human habitation into other parts of the dwelling used for habitation. Such separations shall conform to the Ontario Building Code.
- 3.43** All fuel burning appliances, equipment, and accessories in a dwelling shall be properly vented to the outside air by means of a smoke-pipe, vent pipe, chimney flue or other approved method.
- 3.44** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good repair so as to prevent the escape of smoke, fumes or gases from entering dwelling unit. Maintenance includes the removal of all obstructions, sealing open joints, and the repair of loose or broken masonry units.
- 3.45** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good condition so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.

FIRE ESCAPES, ALARMS AND DETECTORS

- 3.46** A listed fire alarm and a fire detection system, approved by the Canadian Association or Underwriters Laboratories of Canada, shall be provided by the owners of buildings of residential occupancies where sleeping accommodations are provided for more than ten (10) persons, except that such systems need not be provided where a public corridor or exit serves not more than four (4) dwelling units or individual lease sleeping rooms.
- 3.47** In addition to the provisions of Article 3.46 hereof, in every dwelling unit in a building, a listed smoke alarm, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, or detectors of the single station alarm type, audible within bedrooms when intervening doors are closed, shall be installed by the occupant between bedrooms or the sleeping area and the remainder of the dwelling unit, such as in a hallway or corridor serving such bedrooms

or sleeping area. The products of combustion detector referred shall be:

- a) equipped with visual or audio indication that they are in operating condition;
- b) mounted on the ceiling or on a wall between 152.4 and 304.8 mm (6 to 12 inches) below the ceiling.

3.48 Buildings using a fire escape as a secondary means of egress shall have the escape in good condition, free from obstructions and easily reached through an open able window or door.

EGRESS

3.49 Every dwelling and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

3.50 Each dwelling containing more than one dwelling unit shall have at least two (2) exits, both of which may be common or the one of which may be common and the other may be an exterior stair or fire escape. Access to the stairs or fire escape shall be from corridors through doors at floor level, except access from a dwelling unit may be through a vertically mounted casement window having an unobstructed opening of not less than 1,067 by 559 mm, (42 x 22 inches) with a sill height of not more than 914 mm, 36 inches), above the inside floor. A single exit is permitted from a dwelling unit here the path of egress is through an exterior door located at or near ground level and access to such exit is not through a room not under the immediate control of the occupants of the dwelling unit.

NATURAL LIGHT

3.51 Every habitable room except a kitchen, bathroom or toilet room shall have a window or windows, skylights or translucent panels facing directly or indirectly to an outside space and admits as much natural light equal to not less than ten percent of the floor area for living and dining rooms and five percent of the floor area for bedrooms and other finished rooms.

VENTILATION

3.52 Every habitable room in a dwelling unit, including kitchens, bathroom or toilet rooms, shall have openings for ventilation providing an unobstructed free flow of air of at least 0.28 square meters (3 sq. ft.), or an approved system of mechanical ventilation such that provide hourly air exchanges.

3.53 All systems of mechanical ventilation shall be maintained in good working order.

3.54 All enclosed areas including basements, cellars, crawl spaces and attics or roof spaces shall be adequately ventilated.

DISCONNECTED UTILITIES

3.55 Owners of residential buildings or any person or persons acting on behalf of such owner shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to any residential unit or building occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

ELEVATING DEVICES

- 3.56** Elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems shall be operational and maintained in good condition.

OCCUPANCY STANDARDS

- 3.57** The number of occupants, residing on a permanent basis in a individual unit, shall not exceed one person for every nine square meters (97 sq. ft.), of habitable floor area. For the purpose of computing habitable floor area, any area with the minimum ceiling height less than 2.1 meters (7 ft.) shall not be considered.
- 3.58** No room shall be used for sleeping purposes unless it has a minimum width of two meters (6.6 ft.), and a floor area of at least seven square meters (75 sq. ft.). A room used for sleeping purposes by two or more persons shall have a floor area of at least four square meters (43 sq. ft.) per person.
- 3.59** Any basement, or portion thereof, used as a dwelling unit shall conform to the following requirements:
- a) each habitable room shall comply with all the requirements set out in this By-Law;.
 - b) floors and walls shall be constructed so as to be damp proof and impervious to water leakage;
 - c) each habitable room shall be separated from service rooms by a suitable fire separation and approved under the Ontario Building Code;
 - d) access to each habitable room shall be gained without passage through a service room.

PART IV

VACANT LANDS AND BUILDINGS

- 4.01** All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

VACANT LANDS

- 4.02** Vacant land shall be maintained to the standards as described in Part II, Article 2.02, of this By-Law.
- 4.03** Vacant land shall be graded, filled or otherwise drained so as to prevent recurrent ponding of water.

VACANT BUILDINGS

- 4.04** Vacant buildings shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.
- 4.05** The owner or agent of a vacant building shall board up the building to the satisfaction of the Property Standards Officer by covering all openings through entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building

and painted a colour compatible with the surrounding walls.

PART V

NON-RESIDENTIAL PROPERTY STANDARDS

- 5.01** All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

YARDS

- 5.02** The yards of non-residential property shall be maintained to the standard described in Part II, Article 2.02 of this By-Law.
- 5.03** The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard or any unsightly condition and shall provide unobstructed access for emergency vehicles. Where conditions are such that a neat and orderly fashion is achieved but is still offensive to view, the offensive area shall be suitably enclosed by a solid wall or painted board or metal fence not less than 1.8 meters (6 ft.) in height and maintained in good repair.

PARKING AREAS AND DRIVEWAYS

- 5.04** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter. Notwithstanding the foregoing, non-residential properties which abut residential properties, all areas used for vehicular traffic and parking shall have a surface covering of asphalt, or similar hard surface.
- 5.05** All areas used for vehicular traffic, parking spaces and other similar area shall be maintained so as to afford safe passage under normal use and weather condition.

STRUCTURAL SOUNDNESS

- 5.06** Every part of a building structure shall be maintained in a sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety required by the Ontario Building Code. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.
- 5.07** Walls, roofs, and other exterior parts of a building or structure shall be free from loose or improperly secured objects or materials.

EXTERIOR WALLS

- 5.08** Exterior walls of a building or a structure and their components, including soffits, fascia, windows and doors, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.
- 5.09** Exterior walls of a building or a structure and their components, shall be free of any signs, painted slogans, graffiti and similar defacements that, in the opinion of the Officer, would be considered inappropriate.

GUARDRAILS

- 5.10** A guard shall be installed and maintained in good repair on the open side of any stairway or ramp containing three (3) or more risers including the landing or a height of 600 mm (24") between adjacent levels. A handrail shall be installed and maintained in good repair in all stairwells. Guardrails shall be installed and maintained in good repair around all landings, porches and balconies. Guardrails, balustrades and handrail shall be constructed and maintained rigid in nature.

PART VI

ADMINISTRATION AND ENFORCEMENT

- 6.01** This By-Law shall apply to all property within the limits of the municipality.
- 6.02** The imperial measurements contained in this By-Law are given for reference only.

OFFICERS

- 6.03** The Council of the municipality shall appoint a Property Standards Officer(s) to be responsible for the administration and enforcement of this By-Law.

PROPERTY STANDARDS COMMITTEE

- 6.04** Council shall establish and appoint persons to a Property Standards Committee which shall exercise the authority granted to it under the Building Code Act.
- 6.05** An owner or occupant who has been served with an order made under subsection 15.2 (2) of the Ontario Building Code Act, S.O. 1992, c23, and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a notice of appeal by registered mail to the secretary of the committee within 14 days after being served with the order. In the event that no appeal is filed, the order shall be deemed to have been confirmed
- 6.06** On an appeal, the committee shall hear the appeal and has all the powers and functions of the officer who made the order. The committee may do any of the following things if, in the committee's opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair
2. Extend the time for complying with the order

COMPLIANCE

- 6.07** The owner of any property which does not conform to the standards as set out in this By-law shall repair and/or maintain said property to comply with the standards or the property shall be cleared of all buildings, structures, debris or refuse and left in a leveled and graded condition.

VALIDITY

- 6.08** If an article of this By-Law is for any reason held to be invalid, the remaining articles shall remain in effect until repealed.
- 6.09** Where a provision of this By-Law conflicts with the provision of another By-Law in force within the municipality, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

TRANSITIONAL RULES

- 6.10** After the date of the passing of this By-Law and all previous Property Standards By-Laws, as amended, shall apply only to those properties in which an Order to Comply has been issued prior to the date of passing of this By-Law, and then only to such properties until such time as the work required by such Order has been completed or any enforcement proceedings with respect to such Order, including any demolition, clearance, or repair carried out by the municipality shall have been concluded

TITLE

- 6.11** This By-Law may be referred to as "The Property Standards By-Law".

ADMINISTRATIVE FEES

- 6.12** In accordance with the Town of Kingsville Fees By-law, a minimum Administrative Fee will apply for the enforcement of a notice and a set fee per hour thereafter

PENALTY PROVISION

- 6.13** Any person who is convicted of an offence is liable to a maximum fine as prescribed in Section 36 of the Ontario Building Code Act, S.O.1992, c23, as amended

EFFECTIVE DATE AND REPEAL

- 6.14** By-law 068-2023, and any amendments thereto, are hereby repealed once this By-law takes force and effect.
- 6.15** This by-law shall come into force and take effect on the final passing thereof.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 23rd DAY OF SEPTEMBER, 2024.

Mayor, Dennis Rogers

Acting clerk, Angela Toole

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 73 - 2024

Being a By-law to confirm the proceedings of the Council of the Corporation of the Town of Kingsville at its September 23, 2024 Regular Meeting of Council

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 September 23, 2024, 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
23RD DAY OF SEPTEMBER, 2024.**

Mayor, Dennis Rogers

Acting Clerk, Angela Toole