



***Tentative Agenda for Committee of  
Council Agenda***

***Monday, October 24, 2016 @ 6:30 PM***

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Kensington, PEI  
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***Please ensure all cell phones and other electronic devices are turned  
off or placed on non-audible mode during the meeting.***

**Town of Kensington  
Committee of Council Meeting  
Monday – October 24, 2016 – 6:30 PM**

- 1. Call to Order**
- 2. Adoption of Agenda (Additions/Deletions)**
- 3. Declaration of Conflict of Interest**
- 4. Delegations, Special Speakers and Public Input**
- 5. Adoption of Previous Meeting Minutes – September 26, 2016**
- 6. Business Arising from Minutes – September 26, 2016**
- 7. Staff Reports**
  - a. CAO's Report
  - b. Fire Department Statistical Report
  - c. Police Department Statistical Report
  - d. Development Permit Summary Report
  - e. Bills List
  - f. Summary Income Statement
  - g. Community Gardens Complex Report
- 8. New Business**
  - a. Police Services 'False Alarm Bylaw' - Draft
  - b. Memo - Kubota Tractor Lease
  - c. Memo – Driveway/Driveway Culverts
- 9. Councillor Issues/Inquiries**
- 10. Correspondence**
- 11. In-Camera (Closed Session) - NIL**
- 12. Adjournment**

**Town of Kensington  
Committee of Council Meeting  
Monday, September 26, 2016  
6:30 PM**

**Council Members Present:** Mayor Rowan Caseley; Deputy Mayor Rodney Mann  
Councillors Spencer, Mill and MacLean

**Staff Members Present:** Chief Administrative Officer, Geoff Baker; Deputy  
Administrator, Wendy MacKinnon; Administrative  
Assistant, Kim Caseley

**Visitors:** Colin MacLean – Journal Pioneer

**Regrets:** Councillor Pickering and Councillor Doucette

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**1. Calling of Meeting to Order**

**1.1** Mayor Caseley called the meeting to order at 6:30 PM and welcomed Council members, staff and visitors. Mayor Caseley expressed his appreciation to Deputy Mayor Mann and Councillor Doucette for attending the Annual Police and Peace Officers Memorial Service on Sunday, September 25<sup>th</sup> at the Kensington Anglican Church.

**2. Adoption of Agenda**

**2.1** *Moved by Councillor Spencer, seconded by Councillor Mann to approve the agenda for the September 2016 Committee of Council meeting with the addition of an in-camera session regarding a legal matter. Unanimously carried.*

**3. Declaration of Conflict of Interest**

**3.1** Mayor Caseley discussed that Members of Town Council or staff who believe they may have a conflict of interest on any matter that will be discussed at this meeting should declare that potential conflict at this time, withdraw at the time of discussion and vacate the Council Chambers during deliberation and decision.

**4. Delegations, Special Speakers and Public Input**

**4.1** Nil

**5. Adoption of Previous Meeting Minutes**

**5.1** *Moved by Deputy Mayor Mann, seconded by Councillor MacLean to approve the Committee of Council meeting minutes from July 25, 2016. Unanimously carried.*

## **6. Business Arising from Minutes**

- 6.1** Mayor Caseley inquired if the CAO spoke with the CGC Manager regarding the difference between the budgeted and actual revenue from the Community Gardens Summer Day Camp. Mr. Baker did not have further details and will contact Mr. Wood and report to Council.
- 6.2** Mayor Caseley inquired about the wrecked car display which was suggested from Town Council for the National Teen Driver Safety Week. After further discussions, Council directed staff to purchase a banner to display within the Town.

## **7. Staff Reports**

### **7.1 CAO's Report**

**7.1.1** *Moved by Councillor Spencer, seconded by Councillor MacLean to adopt the September 2016 CAO's Report as prepared by CAO, Geoff Baker. Unanimously carried.*

**7.1.2** Councillor Spencer inquired if all the required positions within the Town of Kensington Emergency Measures Plan have been filled. Mr. Baker will follow up with David Elliott to ensure all positions are filled and report back to Council.

### **7.2 Fire Department Statistical Report**

**7.2.1** *Moved by Councillor Mill, seconded by Councillor Spencer to recommend to Town Council the adoption of the August 2016 Fire Chiefs Report as prepared by Deputy Fire Chief Hickey. Unanimously carried.*

**7.2.2** Deputy Mayor Mann inquired if the Fire Department should be included within the proposed Police Service False Alarm Bylaw. Mr. Baker suggested that they be looked at as separate items.

### **7.3 Police Department Statistical Report**

**7.3.1** *Moved by Councillor Spencer, seconded by Councillor MacLean to recommend to Town Council the adoption of the August 2016 Police Statistical Report as prepared by Chief Sutherland. Unanimously carried.*

### **7.4 Development Permit Summary Report**

**7.4.1** *Moved by Deputy Mayor Mann, seconded by Councillor Spencer to recommend to Town Council the adoption of the Development Permit Summary Report for September 2016 as prepared by Administrative Assistant, Kim Caseley. Unanimously carried.*

## **7.5 Financial Report (Summary Income Statement & Bills List)**

- 7.5.1** *Moved by Deputy Mayor Mann, seconded by Councillor Mill to recommend to Town Council the approval of the General Bills Lists for August 2016 in the amount of \$213,739.55 as prepared by Deputy Administrator, Wendy MacKinnon. Unanimously carried.*
- 7.5.2** *Moved by Deputy Mayor Mann, seconded by Councillor MacLean to recommend to Town Council the approval of the Water and Pollution Control Corporation Bills Lists for August 2016 in the amount of \$21,118.82 as prepared by Deputy Administrator, Wendy MacKinnon. Unanimously carried.*
- 7.5.3** *Moved by Deputy Mayor Mann, seconded by Councillor Spencer to recommend to Town Council the adoption of the Summary Income Statements for August 2016, as prepared by Deputy Administrator, Wendy MacKinnon. Unanimously carried.*

## **7.6 Community Gardens Complex Report**

- 7.6.1** *Moved by Councillor Spencer, seconded by Councillor MacLean to recommend to Town Council the adoption of the August 2016 Community Gardens Complex Report as prepared by CGC Manager, Robert Wood. Unanimously carried.*
- 7.6.2** Mayor Caseley requested staff to report historical attendance numbers for the Annual Harvest Festival in comparison to 2016.

## **8. New Business**

### **8.1 Fire Protection and Emergency Services Bylaw**

- 8.1.1** *Moved by Councillor Spencer, seconded by Councillor Mill to recommend that Town Council give approval of 1<sup>st</sup> Reading of the Fire Protection and Emergency Services Bylaw at their October 11, 2016 regular meeting of Town Council. Unanimously carried.*

### **8.2 Police Services False Alarm Bylaw**

- 8.2.1** Committee members reviewed the Police Services False Alarm Bylaw and requested that the CAO develop revised wording for Section 7 – Monitored Alarms such that the Police department only respond to verified alarms. The revised Bylaw will be presented at the October 24<sup>th</sup> Committee of Council meeting.

### **8.3 Broadway 45 Sign Relocation Proposal**

**8.3.1** *Moved by Councillor Spencer, seconded by Councillor Mill to direct the CAO to undertake additional research into the potential relocation of the Broadway 45 sign and to bring a recommendation forward to the October 11, 2016 meeting of Town Council. Unanimously carried.*

### **8.4 Revolution Media – Kensington Map Proposal**

**8.4.1** *Moved by Councillor Spencer, seconded by Councillor MacLean to recommend that Town Council approve the 2016 Kensington and Area Map Project as proposed by Revolution Media. Unanimously carried.*

## **9. Councillor Issues/Inquiries**

**9.1** Councillor Spencer requested that staff investigate process alternatives with respect to the annual closing of the EVK Swimming Pool which may result in less chemicals being required in the spring when the pool is re-opened. The CAO will review the shut down procedures with the Public Works department and report back to the Committee.

**9.2** Councillor Spencer commented that there are several old light poles remaining around Town. Staff will contact the utility companies responsible for the poles and request their removal.

**9.3** Mayor Caseley reminded Council that the October Regular Town Council Meeting scheduled for October 10, 2016 will be held on Tuesday, October 11, 2016 due to the Thanksgiving Holiday.

**9.4** Mayor Caseley discussed the Town's responsibility as it relates to the maintenance of private driveways (portion in right of way) and driveway culverts. Mr. Baker will draft a report for the Committee's consideration at their October Committee of Council meeting.

## **10. Correspondence**

**10.1** An invitation to purchase tickets to the 8<sup>th</sup> Annual Nichola Goddard Foundation fundraiser on Saturday, November 19, 2016. – *Recommend to decline request*

**10.2** A letter from the Rotary Club of Summerside requesting a financial donation in aid of the development of the Inspire Learning Centre in Summerside. *Recommend to decline request*

## **11. In-Camera (Closed Session)**

**11.1** *Moved by Councillor Mill, seconded by Councillor Spencer to commence into an In-Camera session at 8:23 pm. Unanimously carried*

**11.2** *Moved by Councillor Spencer, seconded by Councillor MacLean to return to the Regular Committee of Town Council Meeting at 8:34 pm. Unanimously carried.*

**12. Adjournment**

**12.1** *Moved by Councillor Spencer, seconded by Councillor Mill to adjourn the meeting at 8:34 PM. Unanimously carried.*

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Wendy MacKinnon,  
Deputy Administrator

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Rowan Caseley,  
Mayor



## **Chief Administrative Officer's Report**

October 2016



Each monthly CAO's report provides an opportunity to provide a snapshot to Town Council, our residents and other key stakeholders of some of the key work of staff. The report shall also serve as a reporting mechanism to Town Council on specific directions given to staff through the CAO.

Very generally, the CAO is responsible for the overall operation and administration of the Town including providing leadership to senior staff and providing business, policy guidance and technical advice to Town Council, and implementing Council decisions and directives, ensuring the timely delivery of programs and services, and a fiscally responsible budget while championing the programs and policies of Council.

## **Capital Project Updates:**

### **Streets and Sidewalks**

#### **Kensington Storm Water Project**

The construction of this project has been deferred. Further consideration will be given and a recommendation provided as to whether or not it is feasible for the Town to move forward with the project in 2017.

#### **Kensington Sidewalk Replacement Plan Project**

The funding application for the Kensington Sidewalk Replacement Plan Project was submitted on Monday, September 19, 2016, as directed by Town Council. The application was submitted recognizing the \$35,000 approved contribution from the Provincial Infrastructure Fund. Approval of the revised scope was received on September 23<sup>rd</sup>. Staff will work as quickly as possible to complete the work during the Fall of 2016. A Request for Quotations is being developed, as per the terms of the Town's Procurement Policy, for the project and will be issued as soon as it is complete. If the project cannot be completed in 2016, all preparations and contract negotiations will be completed to allow the project to proceed as early as possible in 2017.

## **Operational and Ongoing Items**

### **Fire Department Policy Development**

The draft Fire Protection and Emergency Services Bylaw was presented at the September 26<sup>th</sup> Committee of Council meeting. There were no concerns brought forward by Councillors, therefore the Bylaw was recommended for first reading. A final copy of the Bylaw is circulated with the October 11<sup>th</sup> regular meeting of Town Council along with a recommendation that first reading and approval be given.

Staff continue to work with W.G. Hogan Fire Safety Specialties on specific policy development for the Fire Department. It is anticipated that the Policy Manual and Standard Operating Procedures will be in final draft form by the end of November. Meetings have been planned with

Mr. Hogan and representatives from the Fire department to review the policies developed thus far. The work required to complete the Master Plan is scheduled to be undertaken throughout October and November with a draft to be provided to the Town prior to the end of February, 2017. The Master Plan will require the following:

1. Fire Department governance and administration assessment;
2. Department management and staffing assessment;
3. Organizational and chain of command assessment;
4. Community risk assessment;
5. Water supply assessment;
6. Mutual Aid assessment;
7. Facilities, apparatus and equipment assessments;
8. Document development and drafting.

#### Wellfield Protection Plan

Staff continue to work with the Kensington North Watershed Association on the development of a formal wellfield protection plan for the Town. It was recommended by the Province of PEI that the Town apply to an applicable Infrastructure Fund for the development of the Wellfield Protection Plan. To date no application has been made and other opportunities to complete the project are being explored.

#### 5 Year Capital Plans

Staff continue to work on the completion of a five year capital plan as time permits. Once the plans are developed in draft form they will be presented to Town Council for their consideration.

#### Banking Matters

Staff and the Mayor have been working with the Scotiabank to review the Town's outstanding long term debt and the provision of cash flow projections going forward. The Town's outstanding debt is being reviewed with a view of consolidating shorter term debt into longer terms to provide for improved cash flows, to align amortization periods with asset life cycles and greater administrative efficiency. Once the analysis is complete recommendations will be brought forward for Councillors consideration and approval.

In parallel, staff has identified a number of financial related policies that will be developed over the next 6 to 12 months. Policy gaps identified at this point include: payment controls, debt limit establishment, cash flow forecasting, debt management and accounts receivable controls. Others policy measures will be identified as the project progresses.

#### Community Gardens Complex Naming Rights Contract

A draft of the naming rights contract has been approved by management of the Malpeque Bay Credit Union. The contract is currently being finalized and prepared for signatures.

### Police Department False Alarm Bylaw

A copy of the 'draft' Kensington Police Service False Alarm Bylaw was presented at the September 26<sup>th</sup> Committee of Council meeting. I was directed to revise the Bylaw such that the Police Department only responded to "verified" alarms. The Bylaw has been revised and is being circulated with the October 25<sup>th</sup> tentative agenda package. Once the Bylaw has been finalized in draft form it will be circulated to the business community and the Kensington Area Chamber of Commerce for review and comment.

False alarms account for almost 5% of the total call volume for the Kensington Police Service resulting in additional costs to the department, inefficient deployment of policing resources and a risk to public safety resulting from police response to these occurrences. The Bylaw will serve to reduce the number of false alarm calls as well as to provide cost recovery for false alarm response.

### Musical Nights at the Kensington Railyards (Tourist Activities)

We have received approval (via email) that the town's funding application to the Tourism PEI Innovation Fund. The Town has been approved for \$4,000 in funding. We have received 60% of the approved funds and are currently evaluating how to best utilize the funds. Further information will be provided as plans are finalized.

### Antique Hearses

As per Town Council's direction, the two antique horse drawn hearses were lent to John Davison of the Haunted Mansion on a temporary basis. A letter of understanding has been drafted and forwarded to Mr. Davison for his review. Plaques will be made and installed on the hearses recognizing them as the property of the Town of Kensington.

### Mural Lights – Masonic Lodge Building

Capital 'T' Electric has installed one of the three required lights to light the murals that have been placed on the west facing wall of the Masonic Lodge building. Due to the construction on the adjacent property the installation of the lights has been delayed.

### Electronic Speed Radar Signs

We have been encountering some issues with the speed radar signs losing power and shutting down periodically. All of the signs, at one point or another have lost power. We have spoken to the supplier and it has been recommended that we increase the voltage to the lights to 14V. Capital 'T' Electric have been contracted to complete the required work under the guidance of the manufacturer. While no schedule has been firmed at this point it is hoped that the work can be completed prior to the end of October.

### Kubota Tractor Lease Agreement

A memo has been circulated with the tentative agenda package for the Committee's consideration.

### Teen Driver Safety Week

As Councillors are aware, Teen Driver Safety Week was held the week of October 17<sup>th</sup>. A banner was installed at the post office corner and several social media posts have been published. An event was scheduled to be held on October 22<sup>nd</sup> at the high school where the police department and the KISH Leadership Class would target teen drivers, have them pull into the school property where positive tickets will be handed out as a reward for positive and safe driving techniques. Unfortunately, the weather is supposed to be bad on the 22<sup>nd</sup> so the event has been rescheduled to Saturday, November 5<sup>th</sup>. A discussion was held with the Parachute group and they are supportive of this rescheduling. Deadlines with respect to submittal of the positive tickets for draw prizes is not a concern. Further, Constable Hartlen and Ms. Caseley are working to identify additional activities for the November 5<sup>th</sup> event now that more time has been afforded.

### Map Development

A meeting was held with Revolution Media and the Kensington Area Chamber of Commerce (KACC) on the map development project. The project is moving forward and I'm informed that attempts to sell ads will be made prior to incurring any major costs. This should put the Town in a position to pull back from the project should there not be sufficient interest in ad purchases and should safe guard the Town from having to cover any potential major shortfall in the project. There are approximately 37 ads to be sold. The KACC are still in the process of evaluating their involvement in the project. It is apparent that KACC has the potential to generate approx. \$2000 to \$2500 in fundraising revenue through the project.

*Respectfully Submitted,*

*Geoff Baker, CAO*

Fire Department Occurrence Report 2016

Description	January	February	March	April	May	June	July	August	September	October	November	December	YTD total	% Total
Medical First Responder	2			1			4	2					9	16.36%
Motor Vehicle Accident	2	1	2	1	3	3	1	2					15	27.27%
Emergency Response - Fuel Spill, etc													0	0.00%
Fire Related														
Smoke Investigation	1					1							2	4%
Outside Fire - Brush, Grass, Utility Pole, etc.	1			5	1	3	1		1				12	22%
Structure Fire - House, Building, Vehicle, etc.		1		1	1								3	5%
Alarms	2		1		1	1		4	3				12	22%
Total Fire Related	4	1	1	6	3	5	1	4	4	0	0	0	29	55%
Total Incidents	8	2	3	8	6	8	6	8	4	0	0	0	53	
Mutual Aid Call Out						1		1					2	4%
Total Incidents (Inclcluding Mutual Aid Provided by KFD)	8	2	3	8	6	9	6	9	4	0	0		55	100%
Mutual Aid Call in													0	
Average Firefighter Attendance	12	15	16	22	15	15	13	14	12					
Regular Monthly Training - No. of Firefighters	24	22	22	18	18	20	18		15					
Training School - Level 1, etc. - No. of Firefighters	3	1	1											
Call Area														
Kensington	3		1	4	1	3	1	2	1				16	29.09%
Malpeque CIC	2		1	2	1	1	1	2	1				11	20.00%
Zone's 1 to 5	3	2	1	2	4	4	4	4	2				26	47.27%
Other						1							1	1.82%

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Police Department Occurrence Report Summary 2016														
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	% Total
Firearm Act	1				1	1	1	1					5	0.73%
Forcible confinement													0	0.00%
Fraud					1	3		2	1				7	1.03%
Harrassing Phone Calls						3		2					5	0.73%
Impaired Driver			2	1		1	1	4	3				12	1.76%
Information Files		1	2	3	2	5		4	1				18	2.64%
Injury Accidents													0	0.00%
Liquor Offences	2		1	1	1	1	1		1				8	1.17%
Litter Act	2												2	0.29%
Lost and Found	1		2	2	4	6	3	3	3				24	3.52%
Luring Minors													0	0.00%
Mental Health Act		1		2	2		2						7	1.03%
Mischief		3	3			3		5	4				18	2.64%
Motor Vehicle Accidents	4	3	1	3	2	2	1	4	1				21	3.08%
Motor Vehicle Act	4	5	6	2	2	5	10	11	3				48	7.05%
Municipal Bylaws	1			1	2	1	3	2	1				11	1.62%
Off Road Vehicle Act	1			1	1								3	0.44%
Other Criminal Code													0	0.00%
Person Reported Missing / wellbeing					2				2				4	0.59%
Possession of restricted weapon													0	0.00%
Property Check	2		1	2	2	2	5	2					16	2.35%
Resist Arrest													0	0.00%
Roadside Suspensions	1		1										2	0.29%
Robbery													0	0.00%
Sexual Assaults / Interference	1												1	0.15%
STEP (Integrated Traffic Enforcement)	1							1	1				3	0.44%
Sudden Death								1					1	0.15%
Suspicious Persons / Vehicle	1		2	3	4	1	1	2	4				18	2.64%
Theft Of Motor Vehicle							1						1	0.15%
Theft Over \$5000													0	0.00%
Theft Under \$5000	3	3	3	3	3	2	6	1	4				28	4.11%
Traffic Offences													0	0.00%
Trespass Act	1		1					1	1				4	0.59%

[illegible]



Year To Date Approved Building Permits Summary Report  
2016

Building Permit Category	January	February	March	April	May	June	July	August	September	October	November	December		Total Building Permits		Total Building Permit Fees		Total Estimated Construction Value
Addition Institutional					1									1		\$150.00		\$350,000.00
New Commercial							1							1		\$300.00		\$450,000.00
New Multi-unit Family Dwelling				1		1								2		\$400.00		\$1,125,000.00
New Residential Accessory Structure		1			1	1								3		\$250.00		\$11,800.00
New Residential Deck/Fence/Pools										1				1		\$50.00		\$2,500.00
New Single Family Dwelling						1								1		\$200.00		\$97,500.00
Other Demolition						1			1					2		\$100.00		
Renovation Commercial					1									1		\$150.00		\$85,000.00
Renovation Single Family Dwelling							1							1		\$100.00		\$100,000.00
Total:		1		1	3	4	2		1	1				13		\$1,700.00		\$2,221,800.00

BUILDING PERMITS REPORT

For the period October 01, 2016 to October 21, 2016

Permit Number	Date Permit Issued	PID	Applicant's Name & Address	Telephone Number	Permit Status	Work Type	Type of Construction		Value	Estimated Start	Estimated Finish
Residential Deck/Fence/ Pools											
13-16	10/13/2016	80655	Jerry Thompson 17 Barrett Street	902-894-5458	Approved	New	Residential Deck/Fence/ Pools		\$2,500.00	10/17/2016	05/15/2017
							Description:	Replace and extend existing fence			

Sub Total: \$2,500.00

Total: \$2,500.00

**TOWN OF KENSINGTON  
APPLICATION FOR BUILDING PERMIT**

1. Name and Address of Applicant Darlene  
Jenny Thompson 190 Kensington Road  
Charlottetown, P.E.I. C1A 7S3 Telephone 902 894 5458

2. Property Address 17 BARRETT ST. KENSINGTON Property Number 80655-000

3. Property Status:

Land purchased from \_\_\_\_\_ Year Purchased \_\_\_\_\_

If lot is located in an approved sub-division, please give

Name of Sub-Division: \_\_\_\_\_ Lot No. \_\_\_\_\_

4. Proposed Use:

Building or addition to be used for: Single Family Dwelling \_\_\_\_\_ Duplex \_\_\_\_\_ Store \_\_\_\_\_

Private Garage \_\_\_\_\_ Commercial Garage \_\_\_\_\_ Private Storage Building \_\_\_\_\_

Other (describe) \_\_\_\_\_

5. Location of property to be developed:

Located on North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West ☒ side of \_\_\_\_\_ Street

Between the property of \_\_\_\_\_ and the property of \_\_\_\_\_

6. Size of Property:

Road frontage \_\_\_\_\_ Property depth \_\_\_\_\_ Area \_\_\_\_\_ sq. ft.

7. Description of project and details of structure:

Works proposed consists of: New Construction \_\_\_\_\_ Addition to existing \_\_\_\_\_

Repairing \_\_\_\_\_ Remodelling \_\_\_\_\_

Describe Project: ON BACK

Constructing new fence and remove  
old fence - 4 inches on their property from  
line.

Ground floor: Length \_\_\_\_\_ Feet. Width \_\_\_\_\_ Feet.

Number of Stories \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_

Type of Foundation

Poured Concrete \_\_\_\_\_

Concrete block \_\_\_\_\_

Pier \_\_\_\_\_

Other \_\_\_\_\_

External Wall Finish

Siding \_\_\_\_\_

Wood shingles \_\_\_\_\_

Steel \_\_\_\_\_

Other \_\_\_\_\_

Roof Material

Asphalt \_\_\_\_\_

Steel \_\_\_\_\_

Other \_\_\_\_\_

Chimney

Brick \_\_\_\_\_

Prefab \_\_\_\_\_

Other \_\_\_\_\_

8. Water Supply: Private \_\_\_\_\_ Municipal \_\_\_\_\_

9. Sewerage System: Private \_\_\_\_\_ Municipal \_\_\_\_\_

10. Estimated cost of Project: \$2500.00

11. Name and Address of Contractor or Chief Contractor J.D. Pallet Repair

12. Dates of expected start and finish of project: OCT 2016 - 2017 MAY

13. Moving a building (Describe) \_\_\_\_\_

14. Demolishing a building (Describe) \_\_\_\_\_

15. Please provide a diagram of proposed construction

Approved Oct 13, 2016

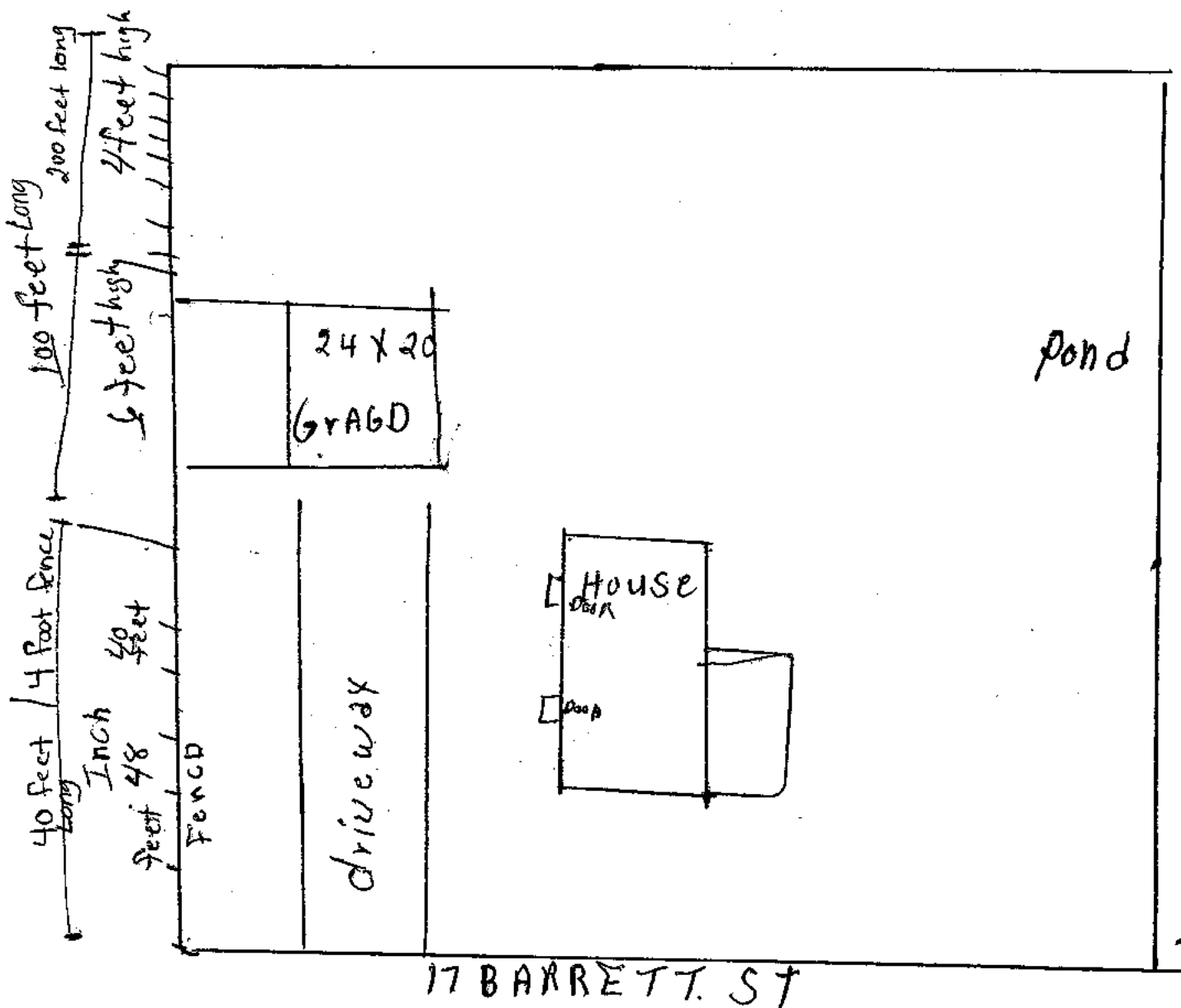
13-16

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OCT 12 2016

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- Draw boundaries of your lot.
- Show existing and proposed buildings.
- Indicate the distance between buildings.
- Show location of driveway.
- Indicate distance to property lines and center of road.

PRESSURE 4x4  
TREAT 6x6 x20/0



Signature of Applicant

*Judy Darlene Thompson*

Date: OCT 9 2016

Please note this Permit is for twelve-months only. If work is not started by that time please reapply.

## Town of Kensington Bills List September 2016

Amalgamated Dairies Limited	4916273023	\$24.10
Amalgamated Dairies Limited	4916270024	\$24.17
Amalgamated Dairies Limited	4916267029	\$42.79
Amalgamated Dairies Limited	4916260021	\$32.17
ADL Foods	2265697	\$626.32
ADL Foods	2266787	\$652.31
ADL Foods	2263301	\$905.19
ADL Foods	2267272	\$624.37
ADL Foods	2263299	\$235.67
ADL Foods	2267879	\$497.44
Aliant	CGC 4650288	\$208.40
Aliant	POL 4654133	\$30.21
Andrew Griffin	SEPT 2016 RRSP	\$463.08
Bell Mobility	368644	\$205.49
AL Bell Ltd	2868	\$22.80
Black & McDonald Limited	80-721993	\$1,607.39
Brenda MacIsaac	SEPT 2016 RRSP	\$273.00
Campbell's Plumbing and Heating	7901	\$1,191.30
Capital Foodservice	2057563	\$517.00
Capital Foodservice	2052283	\$430.02
Capital Foodservice	2055495	\$331.49
Capital "T" Electric	297	\$531.55
Capital "T" Electric	300	\$131.29
Charles Kitts	MILEAGE	\$94.00
Combat Computer Inc	22668	\$279.29
Combat Computer Inc	22667	\$420.36
Combat Computer Inc	22928	\$429.46
Canadian Union of Public Employees	SEPT 2016	\$462.36
Eastlink	01180624	\$607.23
Elizabeth Hubley	SEPT 2016 RENT	\$798.00
Frito Lay Canada	43751813	\$153.71
Frito Lay Canada	43751706	\$132.67

Frito Lay Canada	43751609	\$117.53
Frito Lay Canada	43751264	\$136.32
Frontline Outfitters	27622	\$96.88
Geoff Baker	SEPT 2016 MILEAGE	\$314.33
Greg Beairsto	32	\$150.00
Hewitt Rentals Inc	5209734 001	\$102.86
Hewitt Rentals Inc	5209768 001	\$68.57
Hewitt Rentals Inc	5209950	\$102.86
Holland College	539333	\$40.99
Irving Oil	31537779	\$138.10
Irving Oil	31543640	\$375.37
Irving Oil	947957	\$190.72
Irving Oil	243987	\$118.83
Irving Oil	733138	\$473.11
Irving Oil	33627	\$184.83
Irving Oil	734891	\$478.71
Irving Oil	31531713	\$234.18
Irving Oil	31525925	\$388.24
Irving Oil	31501391	\$253.89
Island Hot Tubs & Pools	15054A	\$250.79
Island Petroleum	00205221174453	\$33.79
Island Petroleum	00205221149403	\$471.18
Island Petroleum	00205221160627	\$31.62
Kensington Agricultural Services	77860	\$34.63
Kensington Country Store	573600	\$159.59
Kensington Firemens Association	901841	\$47.97
Kensington Food Basket	43	\$31.14
Kent Building Supplies	904059	\$13.40
Kent Building Supplies	898052	\$15.63
K'Town Auto Parts	20S176221	\$11.02
Kubota Canada Ltd	SEPT 2016	\$262.21
Langille Sharpening Service Inc	55872	\$102.60
Lewis Sutherland	SEPT 2016 RRSP	\$613.48
MacInnis Express (1983) Ltd	177769	\$91.80

MacKay's Automotive Ltd	55028	\$34.20
Maritime Electric	STREET LIGHTS SEPT16	\$3,135.35
Maritime Electric	TOWN HALL SEPT 16	\$1,596.41
Maritime Electric	20 STEWART SEPT 16	\$70.57
Maritime Electric	PW SHOP SEPT 16	\$109.39
Maritime Electric	CANTEEN SEPT 16	\$28.01
Maritime Electric	CGC RINK SEPT 16	\$9,586.77
Maritime Electric	CGC SIGN SEPT 16	\$35.03
Maritime Electric	SENIOR CENTER SEP 16	\$69.37
Maritime Electric	LIBRARY SEPT 16	\$106.74
Maritime Electric	TRAIN STN SEPT 16	\$953.54
Maritime Electric	ART CO-OP SEPT 16	\$284.29
Maritime Electric	EVK POOL SEPT 16	\$769.34
Maritime Electric	FIRE HALL SEPT 16	\$419.35
Maritime Electric	CAR CHARGER SEPT 16	\$29.15
Maritime Electric	RADAR SIGNS SEPT 16	\$99.60
Mary's Bake Shoppe	09	\$62.38
Malpeque Bay Credit Union	SEPT 2016 RRSP	\$1,610.92
McInnes Cooper	2016025352	\$1,555.82
MD Charleton Co Ltd	34132	\$192.99
Micmac Fire & Safety Ltd	NS-00838060	\$57.00
Micmac Fire & Safety Ltd	NS-00837510	\$15,179.10
MJS Marketing & Promotions	2575011	\$51.30
Murphy's Kensington	721965	\$9.07
Orkin Canada	7200859	\$57.00
Orkin Canada	7199985	\$28.50
Pepsico	10441003	\$789.15
Pepsico	13009008	\$1,231.90
Prince County Trophy	37	\$164.16
Purolator Courier Ltd	432446935	\$34.69
Right on Board Locksmith	4839	\$140.22
Road Trax Sales and Service	161414	\$541.16
Road Trax Sales and Service	161415	\$555.41
Robert Wood	SEPT 29TH KTOWN CASI	\$1,785.00

Rowan Caseley	SEPT 2016 EXPENSE	\$314.20
Rowan Caseley	AUGUST 2016 MILEAGE	\$47.00
Mikes Independent	522172	\$24.45
Mikes Independent	03 6071	\$14.78
Mikes Independent	03 8053	\$9.90
Scotia Securities	SEPT 2016 RRSP DOUG	\$437.36
Scotiabank Visa	WALMART SC TOTES	\$37.94
Scotiabank Visa	118833 GARAGE OPENEI	\$39.89
Scotiabank Visa	LONG & MC QUAID HF	\$287.11
Scotiabank Visa	CONFED BRIDGE MAYOF	\$46.00
Scotiabank Visa	HOLIDAY INN MAYOR	\$240.00
Scotiabank Visa	5500776796 STAPLES	\$113.50
Scotiabank Visa	NTDSW SEPT 29, 2016	\$20.00
Scotiabank Visa	ANNUAL FEE SEPT 2016	\$65.00
Source for Sports	TB0008056	\$62.69
Spring Valley Building Centre Ltd	166439	\$88.81
Spring Valley Building Centre Ltd	166983	\$55.40
Standard Auto Glass	8821-374431	\$285.00
Suncor Energy Products Partnership	SEPT 2016	\$630.81
Superior Sanitation	592020	\$81.80
Superior Sanitation	592021	\$81.80
Superior Sanitation	592022	\$185.14
Superior Sanitation	592023	\$231.42
Superior Sanitation	592024	\$185.14
T & K Fire Safety Equipment Ltd	224042	\$543.78
Telus	SEPT 2016	\$809.34
Toombs Plumbing & Heating Ltd	52420	\$342.00
Toshiba Finance	15061341	\$525.76
Transcontinental	178110	\$119.70
Vail's Fabric Services Ltd	266153	\$103.51
Water & Pollution Control Corporation	SEPT 2016	\$304.12
Wet n' Wild Car Wash	721967	\$80.00
Yellow Pages Group	16-3385788	\$20.86
Subtotal		<hr/> \$66,928.89



September Payroll

\$79,337.88

**Total September Bills**

**\$146,266.77**

## Water and Pollution Control Corporation Bills List September 2016

Aliant	W&S 4653321	\$110.81
Aliant	SEPT 2016	\$124.84
Allan Nisbet Plumbing and Heating	406	\$1,140.00
Atlantic Purification Systems Ltd	158303	\$2,485.68
Campbell's Concrete Ltd	224165	\$110.27
Curran & Briggs Ltd	00038430	\$4,179.13
Kensington Country Store	574553	\$77.37
Maritime Electric	PUMP WEST #1 SEPT 16	\$595.39
Maritime Electric	WELL #3 SEPT 16	\$472.66
Maritime Electric	PUMP CNT BLDG SEP 16	\$44.32
Maritime Electric	PUMP EAST #2 SEP16	\$246.73
Maritime Electric	WATER TOWER SEPT 16	\$150.55
Maritime Electric	SEWER PUMP SEPT 16	\$64.63
Maritime Electric	LIFT STATION SEPT 16	\$136.14
Maritime Electric	SEWER TREAT SEP 16	\$28.01
Minister of Finance	160916065	\$91.20
Minister of Finance	160916048	\$273.60
Rogers Plumbing & Heating	11774	\$336.30
WSP Canada Inc	0586388	\$1,469.12
WSP Canada Inc	0593500	\$3,246.15
<b>Total W&amp;S Bills</b>		<b>\$15,382.90</b>

**TOWN OF KENSINGTON**  
Income Statement Comparison of Actual to Budget for September 2016

	Current Month			Year to Date				
GENERAL REVENUE	Actual	Budget	Variance	Actual	YTD Budget	Variance	Annual Budget	% Full Year
General Revenues	\$84,841.92	\$78,735.00	\$6,106.92	\$716,161.85	\$728,305.00	-\$12,143.15	\$957,760.00	75%
Police Service	\$8,404.75	\$1,700.00	\$6,704.75	\$37,257.50	\$15,300.00	\$21,957.50	\$20,400.00	183%
Town Hall Rent	\$8,626.40	\$7,793.00	\$833.40	\$79,073.60	\$78,137.00	\$936.60	\$101,516.00	78%
Recreation	\$0.00	\$0.00	\$0.00	\$4,080.00	\$4,200.00	-\$120.00	\$5,200.00	78%
Sales of Service	\$35,346.00	\$32,300.00	\$3,046.00	\$266,498.90	\$290,700.00	-\$24,201.10	\$387,600.00	69%
Subtotal Revenue	\$137,219.07	\$120,528.00	\$16,691.07	\$1,103,071.85	\$1,116,642.00	-\$13,570.15	\$1,472,476.00	75%
GENERAL EXPENSES								
Town Hall	\$11,745.17	\$11,840.00	\$94.83	\$107,712.28	\$116,160.00	\$8,447.72	\$153,095.00	70%
General Town	\$19,664.41	\$22,601.00	\$2,936.59	\$273,724.87	\$289,598.00	\$15,873.13	\$374,091.00	73%
Police Department	\$27,319.00	\$32,371.00	\$5,052.00	\$321,107.71	\$324,279.00	\$3,171.29	\$421,992.00	76%
Public Works	\$13,851.13	\$12,790.00	-\$1,061.13	\$194,065.25	\$192,970.00	-\$1,095.25	\$239,895.00	81%
Train Station	\$2,077.94	\$1,604.00	-\$473.94	\$21,765.09	\$19,686.00	-\$2,079.09	\$26,823.00	81%
Recreation & Park	\$2,830.76	\$3,325.00	\$494.24	\$69,243.23	\$66,725.00	-\$2,518.23	\$72,250.00	96%
Sales of Service	\$13,774.37	\$14,140.00	\$365.63	\$130,090.53	\$141,910.00	\$11,819.47	\$184,330.00	71%
Subtotal Expenses	\$91,262.78	\$98,671.00	\$7,408.22	\$1,117,708.96	\$1,151,328.00	\$33,619.04	\$1,472,476.00	78%
Net Income (Deficit)	\$45,956.29	\$21,857.00	-\$24,099.29	-\$14,637.11	-\$34,686.00	-\$20,048.89		
Community Gardens Complex								
Community Gardens Revenue	\$34,370.55	\$45,200.00	-\$10,829.45	\$269,335.44	\$302,400.00	-\$33,064.56	\$411,200.00	65%
Community Gardens Expenses	\$37,597.64	\$32,380.00	-\$5,217.64	\$280,011.00	\$304,095.00	\$24,084.00	\$411,200.00	68%
Net Income (Deficit)	-\$3,227.09	\$12,820.00	\$16,047.09	-\$10,675.56	-\$1,695.00	\$8,980.56		
Fire Department								
Fire Revenues	\$20,586.16	\$20,188.00	\$398.16	\$178,295.52	\$181,692.00	-\$3,396.48	\$242,256.00	74%
Fire Department Expenses	\$14,492.29	\$16,151.00	\$1,658.71	\$157,355.85	\$165,959.00	\$8,603.15	\$242,256.00	65%
Net Income (Deficit)	\$6,093.87	\$4,037.00	-\$2,056.87	\$20,939.67	\$15,733.00	-\$5,206.67		
Consolidated Net Income (Deficit)	\$48,823.07	\$38,714.00	-\$10,109.07	-\$4,373.00	-\$20,648.00	-\$16,275.00		
Water and Pollution Control Corporation								
Water & Sewer Revenue	\$46,808.79	\$45,408.00	-\$1,400.79	\$407,506.06	\$408,672.00	\$1,165.94	\$544,896.00	75%
Water & Sewer Expenses	\$44,194.62	\$49,335.00	\$5,140.38	\$444,881.11	\$396,515.00	-\$48,366.11	\$544,896.00	82%
Water & Sewer Net Income (Deficit)	\$2,614.17	-\$3,927.00	-\$6,541.17	-\$37,375.05	\$12,157.00	\$49,532.05		

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**TOWN OF KENSINGTON – MEMORANDUM**

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**TO:** GEOFF BAKER, CAO  
**FROM:** ROBERT WOOD, COMMUNITY GARDENS COMPLEX  
MANAGER  
**SUBJECT:** AUGUST COMMUNITY GARDENS COMPLEX REPORT  
**DATE:** 21/10/2016  
**ATTACHMENT:** STATISTICAL REPORT

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**September 2016**

**Fitplex**

**Programming: Aerobics Programming started in September**

**Monday**      **Krista Shields Multi Fit 7.15-8.15 pm**  
**Tuesday**     **Krista Shields Seniors Aerobics 9-10 am**  
                    **Traci Campbell Hi-lo Aerobics 6.30-7.30pm**  
**Thursday**    **Krista Shields Seniors Aerobics 9-10 am**  
                    **Traci Campbell Boxer-fit Aerobics 6.30-7.30p**

**Hours**

Key FOB Entry      5.45am-12 Midnight Daily  
Staffed                4pm-8pm Mon-Thursday

**Arena**

Rentals for the first two weeks were slow and then picked up for the last two weeks of the month. Weather continued to be an issue with high temperatures and humidity.

**Kensington Cash**

Sept, 2016	220.00
	220.00
	350.00
	300.00
Total	1090.00

## **Ball Fields**

Rec League playoffs were ongoing in Sept with Minor Ball finishing the second weekend of the month.

## **Upcoming Events**

**Mid Isle Matrix Jamboree 14 teams registered for the hockey tournament**

**Kensington Vipers Home Opener**

**Xmas Parade Planning**

Town of Kenisngton  
Community Gardens Complex Monthly Statistical Data  
2016

Category	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>Fitplex</b>													
Total Members	214	235	230	211	218	210	198	192	210				1918
Attendance	1250	1066	1105	998	889	788	672	724	766				8258
Day Passes Sold	57	70	48	48	38	16	8	12	30				327
Memberships Sold	38	31	16	31	29	20	20	22	36				243
Monthly Payment Memberships	20	31	35	36	46	46	46	46	48				354
<b>Arena</b>													
Hours Rented	176	155	115	37	0	0	0	0	100				583
Preschool (Free)	4	4	4	2	0	0	0	0	0				14
Adult Skate	8	8	8	2	0	0	0	0	0				26
Donated Ice Time		10	12	5	0	0	0	0	0				27
Total Hours Rented	188	177	139	46	0	0	0	0	100				650
Storm Days (no rentals)	3	2	2	0	0	0	0	0	0				7



**Town of Kensington**  
**A Bylaw to Reduce False Alarms**  
**Bylaw # 2016 – 05**

This Bylaw is made under the authority of the Municipalities Act, R.S.P.E.I., Chapter M-13, R.S.P.E.I. 1988.

***WHEREAS** Section 30 of the Municipalities Act, R.S.P.E.I., 1988 authorizes a Municipality to provide emergency services such as Police Protection;*

***AND WHEREAS** Section 57 of the Municipalities Act, R.S.P.E.I., 1988 authorizes a Municipality to make bylaws for the peace, order and good government of the municipality, the provision of municipal services and any other matter within the jurisdiction of the municipality;*

***AND WHEREAS** costs are incurred unnecessarily by the Kensington Police Service in responding to false alarms;*

***AND WHEREAS** the Town seeks to recover part of the costs of responding to false alarms;*

***AND WHEREAS** responding to false alarms may delay attendance, by members of the Kensington Police Service, at genuine emergencies;*

***BE IT ENACTED** by the Council of the Town of Kensington as follows:*

**1.0 Title**

- 1.1 This Bylaw may be cited as the “**Town of Kensington False Alarm Bylaw No. 2016-05**”.

**2.0 Definitions**

- 2.1 **Alarm System** – means any system, device, or equipment, whether monitored by an alarm company or not, intended to signal the presence of a problem and any other situation to which the Kensington Police Service would or could reasonably be expected to respond, but does not include personal alerting devices or a device that is installed in a vehicle;
- 2.2 **CAO** – means the Chief Administrative Officer of the Town of Kensington;

- 2.3 **False Alarm** – means, for the purposes of this bylaw, the activation of an Alarm System which results in a response from the Kensington Police Service where a situation requiring such response does not exist and includes a situation where:
- a. the Alarm System has a malfunction;
  - b. the Alarm System has been activated in error;
  - c. the Alarm System has been activated during testing; or
  - d. there is no evidence of illegal entry or attempted illegal entry, but does not include a situation where it is substantiated that the situation was caused by:
    - i. severe storm conditions; or
    - ii. the disruption or disturbance of the equipment or facilities by any utility company;
- 2.4 **Owner** – means the person whose name appears on the assessment roll for the Town as the assessed owner;
- 2.5 **Key Holder** - means a person who is capable of providing entry to an alarmed premises;
- 2.6 **Police Officer (Officer in Charge)** – means the Police Chief or the Corporal of the Kensington Police Service;
- 2.7 **Premises** – means any building, structure, residence or facility of any kind.
- 2.8 **Town** – means the Town of Kensington;
- 2.9 **Town Council** – means the duly elected Mayor and Town Councilors of the Town of Kensington;

### 3.0 Maintenance

- 3.1 Every owner of real property or premises where an alarm system is installed shall be responsible for the proper installation, use, maintenance, and operation of such system so as to prevent false alarms.

### 4.0 Notification to Owners

- 4.1 Upon the first occurrence of a false alarm for the Kensington Police Service, a notice will be provided to the owner of the property and/or premises that a false alarm has occurred and the fees to be imposed for any subsequent false alarms.

### 5.0 Fee for False Alarms

- 5.1 On the occurrence of a second false alarm for the Kensington Police Service, and each subsequent false alarm during any consecutive 12 month period, there shall be a fee of \$200.00 for each occurrence.



- 5.2 Where a fee is charged in accordance with this bylaw, the Town shall invoice the owner of the property.
- 5.3 An invoice issued under this bylaw shall be due and payable to the Town within thirty (30) days of the date of the invoice for such fee.
- 5.4 Interest on any unpaid fees or charges will be charged at a rate of two percent (2%) per month compounded monthly.
- 5.5 If an owner fails to pay any fees within sixty (60) days of the date of the invoice, the Town may take appropriate steps in relation to the collection thereof, which may include civil action.

## **6.0 Excessive False Alarms**

- 6.1 If, in any 12 month period, the Kensington Police Service responds to six or more false alarms originating from one alarm system, the Police Officer may cause a notice to be sent to the owner of the premises in which the alarm system is installed advising that the Kensington Police Service, as the case may be, may elect not to respond to subsequent alarms.

## **7.0 Monitored Alarm Systems**

- 7.1 Where a third party is responsible for monitoring an alarm system, that third party shall verify that the alarm activation is not false by contacting the key holder for the premises where the alarm is installed. The key holder shall decide whether or not to dispatch the Kensington Police Service.
- 7.2 Every person providing an alarm monitoring service shall maintain a list of key holders.
- 7.3 The key holder:
  - (a) shall be available to receive telephone calls made in respect of the alarms;
  - (b) shall be capable of affording access to the premises where the alarm is located;
  - (c) shall attend at the premises where the alarm is located within 20 minutes of being requested to do so by the alarm monitoring service or a member of the Kensington Police Service.

## **8.0 Appeal**

- 8.1 Any owner who has been assessed with a false alarm charge who wishes to appeal the charge may submit a letter to the CAO requesting a review of the charges. Town Council will be the final authority on whether or not the charges are a legitimate false alarm charge or not. The letter must include reason for appeal and provide information to support your request that the incident was not a false alarm.

## 9.0 General

- 9.1 Should any provision of this bylaw be found invalid, the invalid portion shall be severed and the remaining bylaw shall be maintained.
- 9.2 All previous bylaws of the Town of Kensington pertaining to fees related to false alarms are hereby repealed.
- 9.3 The effective date of this bylaw is the date it is formally adopted by Town Council.

***READ A FIRST TIME, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.***

***READ A SECOND TIME AND FORMALLY ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.***

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

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**TOWN OF KENSINGTON - MEMORANDUM**

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**TO:** COMMITTEE OF COUNCIL  
**FROM:** GEOFF BAKER, CAO  
**SUBJECT:** KUBOTA LEASE UPDATE  
**DATE:** 21/10/2016  
**ATTACHMENTS:** LEASE QUOTE FROM KENSINGTON AGRICULTURE AND  
CURRENT LEASE AGREEMENT

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**Discussion**

The five year (60 month) lease term on the 2011 Kubota Tractor expired on October 15, 2016. The purchase option on the residual value of the lease is \$4,499.86.

The lease on the Tractor covered 1500 hours of use. Currently the hours sit at 1580. The provision in the lease agreement for additional usage hours is \$20.00 per additional hour which would put the over-usage cost at approximately \$1,600.00. In speaking with Kent Croken of Kensington Agriculture, if the Town were to move directly into a new lease agreement for a new tractor there would be no additional charge for the over-usage and of course if the Town were to affect a buy out of the residual there would be no cost for additional usage. The additional hours would seem to indicate the degree of utility the tractor has provided to the Town. The tractor is primarily utilized by the Town's summer staff in the core area during the warmer months for grass cutting, emptying garbage receptacles and general cleanliness. For grass cutting it is the only machine in our possession that is capable to safely mow areas of steep incline, i.e. water tower property, sewage lagoon perimeter. In the winter months it is used for snow-clearing the boardwalk and other key areas of the Town as required. It is the only machine in the Town's possession that has the ability to clear snow from the boardwalk and other smaller areas due to its size and weight.

I have reviewed the Town's lease agreements with respect to the rail yards area, more specifically the Town's responsibility as it relates to snow clearing of the boardwalk and rail yards general area. The lease agreement with respect to the lease of the Liquor Store area indicates that the Lessor (The Town) will provide, at its own cost and expense, snow removal and related winter requirements. The lease for the train station indicates that the Landlord (the Town) agrees to maintain the parking area and boardwalk in a state of good repair which shall include snow clearing and removal services. Responsibility for snow clearing and removal services for building access shall be the responsibility of the tenant. It appears the intent of these Articles would indicate that the Town would provide snow

clearing and removal services in and around the boardwalk area and the tenants would be responsible for access to their buildings, save and except the loading dock for the liquor store. This is the traditional requirement which has been met by all parties to the lease agreements.

The Town currently possesses the following small equipment for snow clearing, lawn mowing and maintenance:

**Cub Cadet MTD** – Approx. 30 years old, used for lawn mowing smaller flat areas of the town.

**Kubota Zero Turn** is used for larger area around the waste water lagoons.

**Kubota Lawnmower T1570** – Doesn't get used much, it's very old and subject to constant breakdowns and maintenance.

**Bob Cat Tractor** – used primarily for wellfield, shop and public forest property in addition to maintenance duties such as pothole patching, etc.

**1996 Trackless** – snow removal, salting, sanding, sidewalks.

**2002 Trackless** – snow removal, salting, sanding, sidewalks

**2015 Trackless** – used for snow clearing only.

## **Financial Considerations:**

### *Buy-Out Residual of existing lease agreement*

Residual Value - 4,499.86

Total **\$4,499.86**

A wind breaker cab can be purchased and installed (by staff) on the 2011 tractor at a cost of \$1,400.00.

In discussion with Public Works staff I have been informed that the four-wheel drive on the tractor sticks at times, the mower deck is bent, the foot rests are rusted, the starter switch needs to be replaced and it needs two new front tires. I will attempt to have a cost estimate of the repairs at the October 24<sup>th</sup> meeting.

### *To Return the Tractor with No Further Commitment*

Additional Hour Charge - \$20.00/hour

Hours covered by Lease – 1500 hours  
Actual hours on machine – 1580 hours

Additional Hours - 1580 hours – 1500 hours = 80 hours

Additional Hour Charge - 80 hours (20.00 per additional hour) = **~ \$1,600.00**

### **Kensington Agriculture Current Quotation:**

Lease new Kubota BX2670 - 1, c/w loader, turf tires, 4WD, 60” mower, 51” Rear Mount Snowblower, 48” Front Loader Bucket. 300 hours per year, 6 year power train warranty.

- **No charge for additional hours on current unit.**

*5 Year Lease – Total 1500 hours.*

Monthly Payment (59) -	\$287.54 plus taxes
Residual Buy-Out -	\$5,848.88 plus taxes.
Total Cost	<u><b>\$22,413.74</b></u>

Included in the lease cost is a windbreaker cab (\$1,400.00) which will keep staff out of the winter weather when snow clearing the boardwalk and other areas. The cab can be removed and replaced by Public Works staff as required.

I would ask Committee members to consider all of the above information in formulating a direction forward.

Respectfully Submitted,

Geoff Baker  
Chief Administrative Officer



# Kensington Agricultural Services Ltd.

11 Park Rd. Kensington Industrial Park  
902-836-3212 or toll free 800-720-3212 www.kensingtonag.com



Quote # 407555Reference:  
Prepared for: Town Of Kensington 902 8363731

Expires: 10/30/2016  
By: Kent Croken

## Equipment

1 New Kubota #BX2670-1 26HP DSL 2-HST 4WD

**\$16,552.08**



Qty Item	Class	Description	Serial #
1 #BX2670-1	Bx Series Estate Tractor	26HP DSL 2-HST 4WD	
1 K275100110	Bx Series Tractor Group Code	BX2670TV-1	
1 *BX2317C	Accessory Bx Series	HYD VALVE KIT 4 POSITION DUMP	
2 ABXR8712C	Wheel Bx Series	26x12.00-12 R3 OTR Bias SR	
2 ABXR8771C	Wheel Bx Series	18x8.5-10 R3 OTR Bias SR	
1 *BX7326	Accessory Bx Series	Dual Remote Valve/BX18-23	
1 *BX7356A	Accessory Bx Series	LED Light Kit (2 lights ROPS)	

Notes: Includes OT-11970 Windbreaker cab  
(deduct \$400 from price if you install the cab).  
Installed cab option \$1,800. inc. in price

1 New Kubota \*RCK60B23BX 60" Side Discharge Tunnel

**\$1,506.33**



Qty Item	Class	Description	Serial #
1 *RCK60B23BX	Mower Bx Series	60" Side Discharge Tunnel	

Notes:

1 New Kubota \*B2789 51" Rear Mount

**\$2,399.28**



Qty Item	Class	Description	Serial #
1 *B2789	Snowblower B Series	51" Rear Mount	
1 *BL6399	Snowblower B Series	Hydraulic Chute Rotation Kit	
1 *BFL2518A	Snowblower B Series	Hydraulic Deflector Kit	

Notes: Add \$1400. for E54 Econor snow blower

1 New Kubota \*LA243A FRONT LOADER W/48" BUCKET

**\$2,442.29**



Qty Item	Class	Description	Serial #
1 *LA243A	Loader Bx Series	FRONT LOADER W/48" BUCKET	
1 *B5320	Accessory Bx Series	Ballast Box	
1 *BX2334	Loader Bx Series	Grill Guard	

Notes:

## Quote Summary



## Kensington Agricultural Services Ltd.

11 Park Rd. Kensington Industrial Park  
902-836-3212 or toll free 800-720-3212 www.kensingtonag.com



Quote # 407555 Reference:

Expires: 10/30/2016

Prepared for: Town Of Kensington 902 8363731

By: Kent Croken

**Notes:**

Retail \$29,300.00

Free 6 year powertrain warranty

Includes \$1800. in Kubota implement bonus discounts

Equipment Total	\$22,900.00
Administration Fees	\$114.00
Other Taxable	\$16.00

**Selling Price \$23,030.00**

Less Trades \$0.00

**Total After Trades \$23,030.00**

GST/HST \$0.00

PST/QST \$0.00

Non Taxable Environmental Charges \$0.00

Other non taxable \$0.00

**Total \$23,030.00**

Plus Liens \$0.00

Cash Down Payment \$0.00

**Total After Cash Down Payment \$23,030.00**

Quote is generally valid until the end of the month, however sales programs are subject to change without notice.

1500 total hours

**Lease:**

Selected term in months	60
Payment frequency	Monthly
Annual interest rate	0.00%
Total due on signing	\$0.00
Monthly Payment	\$287.54
Taxes	\$43.13
<b>Total Monthly Payment</b>	<b>\$330.67</b>
Amount due at end of term	\$5,848.88

Kubota's Physical Damage Insurance coverage has not been included in this quote. You can add full coverage for only \$19.16 Monthly

Lease interest rates are subject to change without notice.

To accept, please sign here and return to dealer

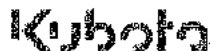












KUBOTA CANADA LTD.

5900 14th Avenue, Markham, ON L3S 4K4

GST/HST #: 102890654

PST/QST #: 1005179149

## Equipment Lease Agreement

Lease Date: 2011-11-04

Lease Version: 5

KCL Approval #: 587848

KCL Tracking #: 44594

Lessor KENSINGTON AGRICULTURAL SERVICES LTD.  
Address: 15 Park Road, Box 307 Kensington: PE C0B 1M0  
Dealer Ref. # Town of Kensington BX 101411  
Dealer code: KEN010 Salesperson: kent croken  
Phone: (902) 836-3212 Fax: (902) 836-3636  
Webpage & Email:  
GST/HST #: R102812021 PST/QST #: P401023

Lessee, Legal name:  
TOWN OF KENSINGTON  
Non Inc./Ltd company Operating name:  
Town of Kensington  
Customer's address: 55 Victoria St. P.O. BOX 418  
KENSINGTON PE C0B1M0  
Home #: 9028363781 Cell #: Fax #:

### PURCHASERS SALES TAX INFORMATION

Federal Sales Tax: GST/HST is applicable.

Provincial Sales Tax: PST/QST is applicable.



0000445940005

### 1. GENERAL PROVISIONS

Lessor leases to Lessee and Lessee leases from Lessor for the Term set out below the equipment described below under the heading "Leased Equipment" and all attachments and accessories thereto (together, the "Equipment") on the terms and conditions set forth below (together, this "Lease"). Lessee acknowledges to and agrees with Lessor that: (i) Lessor will assign all of Lessor's right, title and interest in and to the Equipment and this Lease to Kubota Canada Ltd., which may be further assigned by Kubota Canada Ltd. (following such assignment and any subsequent assignment "Lessor" will mean Kubota Canada Ltd. or any subsequent assignee, as applicable); (ii) all amounts due under this Lease are to be paid by Lessee to Kubota Canada Ltd. or, upon further notice from any subsequent assignee, to such assignee; (iii) it has received and inspected the Equipment and found it to be acceptable and in good condition; (iv) it has received an operator's manual, a copy of the manufacturer's warranty and instructions regarding the safe operation of the Equipment including, if applicable, the importance of any roll over protection structure and a seat belt, all of which have been explained to Lessee and which Lessee understands; (v) Lessee has reviewed with Lessor all matters regarding safety in the operator's manual and safety labels on the Equipment and which Lessee understands; (vi) by Lessee's execution of this Lease, Lessee consents to the release by Lessor of all personal (including financial) information respecting Lessee to Kubota Canada Ltd., any subsequent assignee and any credit reporting agency for the purpose of determining the credit standing of Lessee; (vii) Lessor may also disclose to and obtain from any credit reporting agency any credit information respecting Lessee; and (viii) it has received a true copy of this Lease fully completed and including 6 pages.

Name: TOWN OF KENSINGTON

Seller: KENSINGTON AGRICULTURAL SERVICES LTD.

Sign:

Officer Signature:

Signing Date (YYYY-MM-DD) 2011/11/04

Signing Date (YYYY-MM-DD) 2011/11/04

Officer Name: Geoff Baker

Name of Officer: GLEN MCKENNA

### 2. GUARANTEE

In order to induce Lessor to enter into the Lease (as defined above) and in consideration of the sum of Ten (\$10.00) Dollars now paid by Lessor to the undersigned (the receipt and sufficiency of which are hereby acknowledged), the undersigned unconditionally and irrevocably guarantees to Lessor the complete and timely payment and performance by Lessee of all of Lessee's obligations under the Lease, including, without limitation, the payment when due of each Monthly Lease Payment, and all other debts and liabilities, present or future, of any and every kind and nature, at any time owing by Lessee to Lessor under or in respect of this Lease. The undersigned agrees that this guarantee shall constitute a separate agreement and shall not be discharged, impaired or affected by the insolvency of Lessee, the incapacity or lack of power and authority of Lessee to enter into and incur obligations under the Lease, or the invalidity or unenforceability of any term or condition of the Lease or any related documents, any failure by Lessor to perfect its security interest in the Equipment by registration, or any waiver, modification or amendment of any terms of the Lease or any related documents. The undersigned acknowledges and agrees that this guarantee, the Lease and all other related documents may be assigned by Lessor to Kubota Canada Ltd. and may be further assigned from time to time without notice to the undersigned. If more than one person signs this guarantee, they shall be jointly and severally liable hereunder. Any term used in the Lease shall have the same meaning when used in this guarantee.

#1. Guarantor's name:

#2. Guarantor's name:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_



KUBOTA CANADA LTD.

5900 14th Avenue, Markham, ON L3S 4K4

GST/HST #: 102800654

PST/QST #: 1006179149

**Equipment Lease Agreement**

Lease Date: 2011-11-04

Lease Version: 5

KCL Approval #: 587848

KCL Tracking #: 44594

**3. LEASED EQUIPMENT**

Year	Make	Model	Serial	Description	Amount
2011	KUBOTA	#BX2660V	60334	26HP DSL 2-HST 4WD LDR Valve	\$14,000.00
2011	KUBOTA	*RCK60B23BX	43395	60" Side Discharge Tunnel	\$2,200.00
Subtotal					\$16,200.00

**4. LEASED EQUIPMENT TRADED-IN**

Year	Make	Model	Serial	Description	Trade Value
Trade-in allowance					

**5. ADDITIONAL AMOUNTS TO BE INCLUDED**

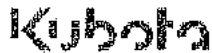
	Amount
(1) Equipment to be leased	\$16,200.00
(2) Add: Freight and PDI	\$130.00
(3) Add: Admin fees and other taxable charges	\$0.00
(4) Add: Registration Fee:	\$71.00
(5) Subtotal	\$16,401.00
(6) Trade-in allowance	\$0.00
(7) Less: Liens outstanding on trade-in	\$0.00
Less: Trade in Equity	\$0.00
(8) Less: Cash down payment	\$0.00
(9) Total Lease Amount	\$16,401.00

**STANDARD PAYMENT TERMS**

Delivery date	2011-11-04		
Total duration of Contract in months	60		
Less Interest waiver months	0		
Contract Amortization period in months	60	Payment Amount	\$230.01
Payment frequency	Monthly	Interest Start Date	2011-11-04
Calculated 1st PMT date	2011-12-04		
# of days alteration from Selected 1st PMT date	-19		
Selected 1st PMT date	2011-11-15		
Last payment date	2016-10-15		

**UPFRONT PAYMENT**

(13) Cash Downpayment	\$0.00
GST/HST	\$0.00
PST/QST	\$0.00
Subtotal	\$0.00
(14) Other Non-Taxable	\$0.00
(15) Physical Damage Insurance	\$0.00
Payment due to Dealer on delivery	\$0.00



KUBOTA CANADA LTD.

5900 14th Avenue, Markham, ON L3S 4K4

GST/HST #: 102890654

PST/QST #: 1006179149

## Equipment Lease Agreement

Lease Date: 2011-11-04

Lease Version: 5

KCL Approval #: 587848

KCL Tracking #: 44594

### 6. LEASE END PURCHASE OPTION

If the Lessee is not in default under the Lease, the Lessee shall have an option to purchase all leased Equipment listed in section 3 above, at the end of the term on at least 60 days written notice prior to 2016-10-15

Purchase option at lease end	Residual Value	\$4,499.86
Maximum usage hours allowed		1500
Late return charge per day		\$20.00
Cost per extra hour of usage		\$20.00

### 7. Payment Schedule

Date	Seq #	Pmt	PST/QST	GST/HST	Total Pmt
2011-11-15	1	\$230.01	\$24.15	\$11.50	\$265.66
2011-12-15	2	\$230.01	\$24.15	\$11.50	\$265.66
2012-01-15	3	\$230.01	\$24.15	\$11.50	\$265.66
2012-02-15	4	\$230.01	\$24.15	\$11.50	\$265.66
2012-03-15	5	\$230.01	\$24.15	\$11.50	\$265.66
2012-04-15	6	\$230.01	\$24.15	\$11.50	\$265.66
2012-05-15	7	\$230.01	\$24.15	\$11.50	\$265.66
2012-06-15	8	\$230.01	\$24.15	\$11.50	\$265.66
2012-07-15	9	\$230.01	\$24.15	\$11.50	\$265.66
2012-08-15	10	\$230.01	\$24.15	\$11.50	\$265.66
2012-09-15	11	\$230.01	\$24.15	\$11.50	\$265.66
2012-10-15	12	\$230.01	\$24.15	\$11.50	\$265.66
2012-11-15	13	\$230.01	\$24.15	\$11.50	\$265.66
2012-12-15	14	\$230.01	\$24.15	\$11.50	\$265.66
2013-01-15	15	\$230.01	\$24.15	\$11.50	\$265.66
2013-02-15	16	\$230.01	\$24.15	\$11.50	\$265.66
2013-03-15	17	\$230.01	\$24.15	\$11.50	\$265.66
2013-04-15	18	\$230.01	\$24.15	\$11.50	\$265.66
2013-05-15	19	\$230.01	\$24.15	\$11.50	\$265.66
2013-06-15	20	\$230.01	\$24.15	\$11.50	\$265.66
2013-07-15	21	\$230.01	\$24.15	\$11.50	\$265.66
2013-08-15	22	\$230.01	\$24.15	\$11.50	\$265.66
2013-09-15	23	\$230.01	\$24.15	\$11.50	\$265.66
2013-10-15	24	\$230.01	\$24.15	\$11.50	\$265.66
2013-11-15	25	\$230.01	\$24.15	\$11.50	\$265.66
2013-12-15	26	\$230.01	\$24.15	\$11.50	\$265.66
2014-01-15	27	\$230.01	\$24.15	\$11.50	\$265.66
2014-02-15	28	\$230.01	\$24.15	\$11.50	\$265.66
2014-03-15	29	\$230.01	\$24.15	\$11.50	\$265.66
2014-04-15	30	\$230.01	\$24.15	\$11.50	\$265.66
2014-05-15	31	\$230.01	\$24.15	\$11.50	\$265.66
2014-06-15	32	\$230.01	\$24.15	\$11.50	\$265.66
2014-07-15	33	\$230.01	\$24.15	\$11.50	\$265.66
2014-08-15	34	\$230.01	\$24.15	\$11.50	\$265.66
2014-09-15	35	\$230.01	\$24.15	\$11.50	\$265.66
2014-10-15	36	\$230.01	\$24.15	\$11.50	\$265.66
2014-11-15	37	\$230.01	\$24.15	\$11.50	\$265.66
2014-12-15	38	\$230.01	\$24.15	\$11.50	\$265.66
2015-01-15	39	\$230.01	\$24.15	\$11.50	\$265.66
2015-02-15	40	\$230.01	\$24.15	\$11.50	\$265.66
2015-03-15	41	\$230.01	\$24.15	\$11.50	\$265.66

HST Rec. Application April 1, 2012  
247.72



KUBOTA CANADA LTD.

5900 14th Avenue, Markham, ON L3S 4K4

GST/HST #: 102890654

PST/QST #: 1006179149

2015-04-15	42	\$230.01	\$24.15	\$11.50	\$265.66
2015-05-15	43	\$230.01	\$24.16	\$11.50	\$265.66
2015-06-15	44	\$230.01	\$24.16	\$11.50	\$265.66
2015-07-15	45	\$230.01	\$24.16	\$11.50	\$265.66
2015-08-15	46	\$230.01	\$24.16	\$11.50	\$265.66
2015-09-15	47	\$230.01	\$24.16	\$11.50	\$265.66
2015-10-15	48	\$230.01	\$24.16	\$11.50	\$265.66
2015-11-15	49	\$230.01	\$24.16	\$11.50	\$265.66
2015-12-15	50	\$230.01	\$24.16	\$11.50	\$265.66
2016-01-15	51	\$230.01	\$24.16	\$11.50	\$265.66
2016-02-15	52	\$230.01	\$24.16	\$11.50	\$265.66
2016-03-15	53	\$230.01	\$24.16	\$11.50	\$265.66
2016-04-15	54	\$230.01	\$24.16	\$11.50	\$265.66
2016-05-15	55	\$230.01	\$24.16	\$11.50	\$265.66
2016-06-15	56	\$230.01	\$24.16	\$11.50	\$265.66
2016-07-15	57	\$230.01	\$24.16	\$11.50	\$265.66
2016-08-15	58	\$230.01	\$24.16	\$11.50	\$265.66
2016-09-15	59	\$230.01	\$24.16	\$11.50	\$265.66
2016-10-15	60	\$230.11	\$24.16	\$11.51	\$265.78

**Equipment Lease Agreement**

Lease Date: 2011-11-04

Lease Version: 5

KCL Approval #: 587848

KCL Tracking #: 44594

**8. METHOD OF PAYMENT**

13,806.40

1,449.00

690.00

15,946.80

Purchaser shall provide to the Seller on the delivery date, payment instruments in the name of Kubota Canada Ltd. or the subsequent assignee as to

1. A cheque payable to the Dealer, if applicable.

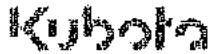
2. A void cheque on the pre-selected account at a financial institution (the "Bank") from which withdrawals on account of the remaining scheduled payment and any other amounts owing here under will be made in due course and the purchaser hereby instructs the bank to honour any cheque, order or request drawn on it payable to the Seller's assignee, Kubota Canada Ltd., in respect thereof. Purchaser shall provide to the Seller on the delivery date, payment instruments in the name of Kubota Canada Ltd. or the subsequent assignee as to. The account holder(s) identified on page 1 of this contract as the Purchaser, hereby authorize Kubota Canada Ltd. to debit the account at the bank or other financial institution identified on the voided cheque that Purchaser have provided to us or that Purchaser may identify to us from time to time (the "Account") for (i) the amount of each payment due under the Contract on or shortly after its payment due date as set out in the Contract and (ii) at the same time, any overdue payment, unpaid interest or other charges that become due under the Contract at any time, in each case, without prior notice to you. Purchaser understands that this authorization may be cancelled by the Purchaser at any time upon 30 days' written notice given by Purchaser to Kubota Canada Ltd.; however, if you cancel this authorization, the Purchaser will remain obligated to pay Kubota Canada Ltd. all amounts due or owing under the Contract. The Purchaser may obtain a sample cancellation form, or further information on the right to cancel this authorization, at your financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca). Purchaser acknowledges that this authorization is being given for the benefit of Kubota Canada Ltd. and the financial institution at which the Account is held (the "Processing Institution") and is being entered into in consideration of the Processing Institution agreeing to process pre-authorized debit requests (each, a "PAD") against the Account in accordance with the rules of the Canadian Payments Association. Purchaser acknowledges that delivery of this authorization to Kubota Canada Ltd. also constitutes delivery thereof by the Purchaser to the Processing Institution, and that the Processing Institution is not required to verify that each PAD submitted by Kubota Canada Ltd. has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was submitted has been fulfilled as a condition of honoring a PAD. The Purchaser has certain recourse rights if any debit does not comply with this authorization. For example, the Purchaser has the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

**9. INSURANCE**

Lessee shall arrange to have the leased Equipment insured for replacement value under a standard Insurance policy containing the usual limitations and designating the Lessor and Kubota Canada Ltd. as loss payees and the Lessee shall maintain at it's expense liability coverage

**10. ADDITIONAL TERMS AND CONDITIONS**

- (a) Lessee shall use the Equipment in a prudent manner and shall maintain and repair the Equipment as a prudent owner would do using only repair parts prescribed by the manufacturer of the Equipment. Unless Lessee has exercised its option to purchase the Equipment at the end of the term and has paid the option price in full, Lessee shall return the Equipment to Lessor at such location as Lessor shall designate in good condition and repair. If the Equipment has not been used, maintained and repaired as required with the result that its fair market value is less than the Residual Value, then Lessee shall pay to Lessor the amount, as determined by Lessor, which represents the reduction in fair market value as a result of failure to properly use, maintain or repair the Equipment.
- (b) Lessee shall keep the Equipment free and clear of any lien, security interest or other encumbrance and if Lessee does not do so, Lessor may pay off any such lien, security interest or other encumbrance and such amount shall be due and payable forthwith by Lessee to Lessor.
- (c) The Equipment shall remain personal or movable property and shall not form part of any real property on which it is located, and Lessee shall not allow the Equipment to be affixed in any way to any land or building. Lessee shall not, without the written permission of Lessor, remove or permit



KUBOTA CANADA LTD.

5800 14th Avenue, Markham, ON L3S 4K4

GST/HST #: 102890654

PST/QST #: 1006179149

## Equipment Lease Agreement

Lease Date: 2011-11-04

Lease Version: 5

KCL Approval #: 587848

KCL Tracking #: 44594

removal of the Equipment from the province or territory in which the Equipment was delivered by Lessor, part with possession of the Equipment (except that the Purchaser may use the Equipment for hire in the course of its business on commercially reasonable terms).

(d) Lessor warrants that the Equipment conforms to the description in this Lease and assigns to Lessee the benefit of the manufacturer's warranty. LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE EXCEPT THAT IF LESSEE IS AN INDIVIDUAL AND IS NOT PURCHASING THE EQUIPMENT FOR BUSINESS PURPOSES, ANY WARRANTIES REQUIRED BY STATUTE SHALL APPLY TO THE EQUIPMENT. All claims pursuant to the above warranty as to the description of the Equipment must be made in writing within 30 days of Lessee's receipt of the Equipment. Lessee agrees that Lessee will make all payments when due hereunder to Kubota Canada Ltd. or any subsequent assignee even though Lessee has a dispute with the manufacturer of the Equipment respecting its warranty, with the Lessor named above, or for any other reason.

(e) Lessee represents to Lessor that Lessee owns the trade-in (if any) described above free and clear of all encumbrances, and if such is not the case, Lessor may, in addition to any other remedy under this Lease, pay the amount of any such encumbrance and such amount shall be due and payable forthwith by Lessee to Lessor.

(f) Lessee shall maintain in force all risks property damage insurance for the Equipment and third party liability insurance, in each case in an amount specified by Lessor, as long as any amount remains owing hereunder. Lessee shall provide Lessor with a certified copy of each policy of insurance which shall name Kubota Canada Ltd. as first loss payee under the property damage insurance and as an additional insured under the third party liability insurance, and shall upon request provide Kubota Canada Ltd. with a copy of all renewals thereof as they come into effect. Each insurance company chosen by Lessee must be acceptable to Lessor. Lessee may also request Lessor to arrange for insurance coverage for Lessee, however such insurance coverage provided by the Lessor shall be limited to all risks property damages insurance for the Equipment and shall not include third party liability insurance. If Lessee requests that Lessor arrange for insurance coverage, the service fee for the coverage shall be included in the Total Lease Cost, provided that if such insurance is declined by the insurer in whole or in part or if any premium is returned to Lessor upon cancellation or resiliation of a policy, Lessor's only obligation shall be to credit Lessee with the amount of any premium so returned. If Lessee does not comply with all terms of this clause, Lessor may effect and maintain the required insurance, and the fees for such insurance shall be forthwith due and payable upon demand, but Lessor shall not in any event be obliged to effect or maintain insurance. Lessee hereby assigns to Lessor all refunded insurance premiums and, so long as any amount remains owing hereunder, irrevocably appoints Lessor as the attorney of Lessee in the name of Lessee to exercise all rights of Lessee under any such policies, and if Lessee defaults under this Lease, Lessor may, in addition to any other remedy, cancel or resiliate any such policy and collect any refunded premium and apply it to the amounts due hereunder. Any loss payment to Lessor may, at the option of Lessor, be applied to repair the Equipment or to pay any amount owing hereunder.

(g) Lessee shall be in default, under this Equipment Lease Agreement, or any other Conditional Sales Contract or Equipment Lease Agreement assigned to Kubota Canada Ltd., if Lessee does not pay any amount owing under this lease when due, violates any other term of this Lease, if any of the Equipment is confiscated or is not used in accordance with this Lease, if Lessor in its discretion deems the Equipment in danger of misuse or confiscation or at risk of loss, if a proceeding in bankruptcy, receivership, winding-up, insolvency, or protection against creditors or for the dissolution of Lessee is instituted by or against Lessee or any of the property of Lessee, if any execution, attachment, distress or writ is levied upon any of Lessee's property, or if Lessee dies.

(h) If Lessee defaults, under this Equipment Lease Agreement, or any other Conditional Sales Contract or Equipment Lease Agreement assigned to Kubota Canada Ltd., Lessor may (i) declare the Term of this Lease to be at an end and, with or without legal process, take immediate possession of the Equipment and, without further notice or demand, sell, lease or otherwise dispose of the Equipment on such terms and conditions as Lessor may determine; (ii) as agent for Lessee, and without declaring the Term of this Lease to be at an end and, whether or not Lessor has taken possession of the Equipment, lease the Equipment to another person on such terms and conditions as Lessor may determine. The proceeds of any such sale, lease or other disposition when received shall be applied first against all costs of repairs and all other costs incurred in connection with the repossession, lease and sale of the Equipment, including all solicitors fees, and then in reduction of the unpaid balance of the amount due hereunder by Lessee to Lessor and accrued interest thereon. All rights and remedies hereunder are cumulative and not alternative. Failure by Lessor to exercise any right or remedy shall not constitute a waiver thereof or affect the right of Lessor to exercise any other right or remedy. Lessor may recover possession of the Equipment and/or all monies due and payable under this Contract as permitted by law in lieu of, in addition to, concurrently with, or after or before the exercise of any other rights of Lessor hereunder. No judgment shall create any merger of Lessor's rights herein.

(i) If Lessee does not pay any amount owing under this Lease when due, interest shall accrue daily on the unpaid balance of such amount at the rate of 24% per annum and shall be paid by Lessee to Lessor on demand. Any unpaid interest shall be compounded monthly.

(j) Except for any security that may now or at any future time be taken as collateral hereto or any promissory note or other evidence of indebtedness, this Lease constitute the entire agreement between the parties.

(k) In no event shall Lessor be liable to Lessee for any special damages or for loss of profits or other, indirect or consequential damages arising from the Equipment or its use or operation. Lessee assumes all risks and responsibility related to the ownership or use of the Equipment, whether used alone or in combination with other Equipment and agrees to indemnify and save Lessor harmless from all costs, losses, damages, liabilities, actions, claims or proceedings of any nature or kind in respect of such ownership or use.

(l) This Lease shall enure to the benefit of and be binding upon the heirs, executors and personal representatives of Lessee (if an individual), and shall enure to the benefit of and be binding upon the successors and assigns of Lessor. Any reference to the male gender includes the female gender and vice-versa, any reference to the singular includes the plural and vice-versa, where the context so requires. Lessee may not assign its rights or obligations hereunder without the consent in writing of Lessor.

(m) Lessee, if a corporation, agrees that the Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease or any agreement or instrument renewing or extending or collateral to this Lease. Any provision of this Lease that is prohibited or unenforceable by the law in any jurisdiction shall not invalidate the remaining provisions of this Lease. This Lease shall be governed by the laws of the province where the Equipment is located at the time of execution hereof.

(n) IF THIS CONTRACT IS EXECUTED IN THE PROVINCE OF QUEBEC, THE PARTIES HERETO CONFIRM HAVING REQUESTED THAT SAME TOGETHER WITH ANY DOCUMENTS RELATED THERETO BE DRAWN UP IN ENGLISH; SI CE CONTRAT EST SIGNE DANS LA PROVINCE DE QUEBEC, LES PARTIES CONFIRMENT AVOIR REQUIE QUE CELUI-CI DE MEME QUE TOUS LES DOCUMENTS Y AFFERENTS SOIENT REDIGES EN LANGUE ANGLAISE.



KUBOTA CANADA LTD.  
5900 14th Avenue, Markham, ON L3S 4K4  
GST/HST #: 102690854  
PST/QST #: 1006179149

### Equipment Lease Agreement

Lease Date: 2011-11-04  
Lease Version: 5  
KCL Approval #: 587848  
KCL Tracking #: 44594

#### Insurance Confirmation

Insurance company and address COOKE INSURANCE  
Insurance agent's name, phone & fax JEROME HANNAH 1 800 566 5666  
Insurance policy number JBT PS-361

#### DESCRIPTION AND VALUE OF EQUIPMENT TO BE INSURED

Year	Make	Model	Serial	Description	Amount
2011	KUBOTA	#BX2660V	60334	26HP DSL 2-HST 4WD LDR Valve	\$14,000.00
2011	KUBOTA	*RCK60B23BX	43395	60" Side Discharge Tunnel	\$2,200.00

This is to authorize the insurance company named above to furnish KUBOTA CANADA LTD, 5900 14th Ave, Markham Ontario, L3S 4K4 with property damage insurance on the above described Equipment with a "Loss Payable clause as their interest may appear" for the period:

- beginning on 2011-11-04 and ending on 2016-10-15 for the amounts indicated above.

Legal first, middle and last name:

GEOFFREY SHELDON BAKER

Sign: X

Seller: KENSINGTON AGRICULTURAL SERVICES

Authorized signing officer's name: GLEN MCKENNA

Sign:

---

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## TOWN OF KENSINGTON – MEMORANDUM

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**TO:** COMMITTEE OF COUNCIL  
**FROM:** GEOFF BAKER, CHIEF ADMINISTRATIVE OFFICER  
**SUBJECT:** DRIVEWAY/DRIVEWAY CULVERT POLICY  
**DATE:** 21/10/2016  
**ATTACHMENT:** NIL

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### Background

Staff have received requests as of late for the Town to affect repairs to driveway's (portion in Right of Way) and driveway culverts. More specifically, requests have been received for repair or replacement of a culvert due to damage to paved driveways caused by frost heaving, poor construction, etc.

It has been a long standing policy of the Town of Kensington, albeit unwritten, that the Town will not undertake maintenance or repairs on driveways or driveway culverts. In almost all instances the Town did not install nor inspect the installation of driveway culverts.

The following is a summary of policies from other jurisdictions as it relates to the installation and maintenance of driveway culverts.

### Other Jurisdictions

**Town of Montague, PE** – Does not do work on entrances (driveways) to any property. Any work required on a driveway shall be the responsibility of the property owner. Any work required to the storm water system (driveway culvert) will be the responsibility of the property owner unless it is determined that the cause of the issue was due to the negligence on the part of the Town (i.e. something done differently/incorrectly at this particular property or properties).

**Town of Stratford, PE** – All culvert maintenance is completed by the Province of PEI as street services in Stratford falls under the responsibility of the Provincial Government.

**Town of Cornwall, PE** – Same as Town of Stratford.

**City of Charlottetown, PE** – Culvert installations are completed by the City as required. Work initiated by a property owner is at the property owner's expense, and subject to the specifications and direction of the City. Culvert maintenance (and it appears driveway



repairs due to heaving, etc.) is also completed by the City. The City reviews all neighbourhoods in the spring/early summer and undertakes repairs as required.

**Lunenburg, NS (Town)** – Driveway culvert construction and maintenance is the responsibility of the property owner. However all construction must be approved by the Municipality.

**St. Anthony, NL** – All new developments that require culverts will be the sole responsibility of the property owner. Including sidewalk repairs or any other damages that may occur. The Town reserves the right to carry out the work and charge back the full amount to the property owner. If there is damage caused to the culvert by the town, the town will assume the responsibility of repairing the culvert. If a culvert is raised or sunk due to freeze and thaw and is impacting water flow the town will carry out repairs to drop or raise the culvert but will not purchase a new culvert. If pavement needs to be cut and removed, it will be the responsibility of the property owner for replacement and maintenance of the driveway. The Town will provide labour and equipment only.

**Halton Hills, ON** – Will install driveway culverts at the property owner's expense. It appears that culvert replacements and general maintenance (blocked, heaved, caved in or frozen) is carried out at the expense of the town. If a property owner chooses to pave their driveway the Town will not be responsible for replacing pavement in the event that a repair or replacement of the culvert is required due to frost heaving or as a result of construction.

#### Official Plan Considerations

As previously indicated the Town does not possess a written policy specific to how driveways or driveway culverts are to be maintained or repaired. In new subdivision developments, the developer, through the submission of a comprehensive storm water management plan, would provide for how storm water will be managed within the confines of the development. Intrinsically, this would include the installation of driveway culverts. The Official Plan provides the following general policy guidance as it relates to storm water management in the Town:

#### **Policy PS-1. Storm Water Management**

It shall be the policy of Council to work closely with the staff of the Minister responsible for Transportation and Infrastructure Renewal to ensure that storm water run-off is managed in a manner which is cost-effective, is environmentally sensitive and minimizes risks to public health, safety and private property.

#### **Plan Action:**

- Council shall develop an overall Storm Water Management Plan for the Town.

- Council will cooperate with other regional stakeholders to develop an approach to watershed management that considers the region as a whole.
- The Town will work with the Department of Transportation and Infrastructure Renewal to ensure that storm water systems are properly installed and maintained in the Town.
- All new subdivisions and major developments shall be required to submit a storm water management plan, subject to standards imposed by Council and the Department of Transportation and Infrastructure Renewal.
- Wherever possible it shall be the policy of Council to protect and enhance the existing surface water drainage systems in the Town, and to upgrade its capacity to handle storm water run-off.
- No physical changes or infilling of any stream, wetland or water course shall be allowed without the approval of Council and a detailed assessment of any storm water run-off implications.

Respectfully Submitted,

Geoff Baker  
Chief Administrative Officer

**Geoff Baker**

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**From:** Bob Andrews <rgandrews@edu.pe.ca>  
**Sent:** Wednesday, October 19, 2016 12:23 PM  
**To:** Bob Andrews  
**Subject:** Consultation options - for schools under review

Municipal Authorities, the Public Schools Branch Board of Directors recommended a more in-depth study of schools in the following family of schools: Westisle, Kinkora, Charlottetown Rural, Colonel Gray, Morell, and Montague.

As part of the next phase of the School Review process Municipal Authorities in the area of any likely affected school will be provided an opportunity to provide input.

Input to the School Review process can be provided online, in writing or in person. Following is the most up-to-date schedule of public meetings and opportunities for small group presentations.

Stakeholders have two options:

1. Individuals and small groups can book a 20-minute time slot on one of the dates listed from October 24 to 28. The exact locations will be determined shortly.
2. Individuals and groups can also book a time to present at one of the six public meetings from November 1 to 10. These meetings will be held at the high school of each family under review.

### **Individual and Small Group Presentations**

**Mon, Oct 24, 1-6, Charlottetown**  
**Tues, Oct 25, 1-6, Morell**  
**Wed, Oct 26, 1-6, Kinkora**  
**Thurs, Oct 27, 1-6, Westisle**  
**Fri, Oct 28, 12-5, Montague**

### **Public Meetings**

**Charlottetown Rural family of schools: Charlottetown Rural Senior High**  
**Tuesday, November 1 at 7:00 p.m.**

**Morell family of schools: Morell Regional High**  
**Wednesday, November 2 at 7:00 p.m.**

**Colonel Gray family of schools: Colonel Gray Senior High**  
**Thursday, November 3 at 7:00 p.m.**

**Kinkora family of schools: Kinkora Regional High**  
**Monday, November 7 at 7:00 p.m.**

**Westisle family of schools: Westisle Composite High**  
**Tuesday, November 8 at 7:00 p.m.**

**Montague family of schools: Montague Regional High**  
**Thursday, November 10 at 7:00 p.m.**

Your group can book a time to present by sending me an email at [rgandrews@edu.pe.ca](mailto:rgandrews@edu.pe.ca).

Bob Andrews  
902.368.5868

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September 26, 2016

Dear Friends:

Since 1985 Kensington Meals on Wheels has been an active volunteer program in the Kensington Area. Most customers get meals three days a week, while others may take them only one or two days. This past year the number of clients has increased significantly and we need your help.

Last year's response to the appeal was most helpful and encouraging, but to continue this service we are once again soliciting financial help from the community.

Here is an update on how Meals on Wheels operates:

The meals are prepared by the Ladies Auxiliary of the Kensington Royal Canadian Legion and assembled by the coordinator, who has them packed and ready for the volunteer drivers, by 11:00 am for delivery to our clients. The meals consist of soup, roll/biscuit, main course and dessert. Those who have special dietary needs are given consideration when necessary (i.e. diabetic and/or low sodium diets etc.).

Recipients pay the major portion of the meal and the organization is responsible for the balance. The other major expense incurred would be for the soup/meal and dessert containers including lids. The coordinator is the only person who receives remuneration. Please note that if there is a need beyond the Kensington town limits, meals are available if a family member or volunteer from the district, can pick it up.


We thank everyone who has supported this community project in the past and hope you see fit to help this year. Any amount would be greatly appreciated as we rely on Community support to continue this service. It should be noted that a \$10.00 donation will help subsidize 6 meals and on average we deliver approximately 340 meals per month to seniors in our community.

Cheques can be made out to Kensington Meals on Wheels and forwarded to P.O. Box 870, Kensington, PE, C0B1M0 for which a tax receipt will be issued.

Please help us keep our database updated by providing your current mailing address and/or e-mail address if you prefer along with your donation.

Sincerely,

  
Paul Cousins, President

  
Scott Zimmerman, Treasurer  
P.O. Box 870, Kensington, PE, C0B1M0