



Regular Council Meeting Agenda

December 7, 2020, 6:00 pm

Essex Civic Centre

360 Fairview Avenue West

Essex, Ontario

Accessible formats or communication supports are available upon request. Please contact the Clerk's Office at clerks@essex.ca or 519-776-7336 extension 1100 or 1101.

This meeting will be hosted and chaired from the Essex County Civic Centre Council Chambers. Due to the ongoing COVID-19 pandemic and the Essex County Civic Centre building not being open to the public at this time, this meeting can only be viewed by the public electronically via livestream on YouTube at www.youtube.com/EssexOntario

Pages

1. **Call to Order**

2. **Closed Meeting Report**

3. **Declarations of Conflict of Interest**

4. **Adoption of Published Agenda**

4.1. **Regular Council Meeting Agenda for December 7, 2020**

Moved by _____

Seconded by _____

That the published agenda for the December 7, 2020 Regular Council Meeting be adopted as presented / amended.

5. **Adoption of Minutes**

5.1. **Regular Council Meeting Minutes for November 16, 2020**

1

Moved by _____

Seconded by _____

That the minutes of the Regular Council Meeting held November 16, 2020, be adopted as circulated.

5.2. **Special Council Meeting Minutes for October 19, 2020**

9

Moved by _____

Seconded by _____

That the minutes of the Special Council Meeting held October 19, 2020, held for Council to provide their comments and questions to Strategy Corp with regards to the "Current State Assessment Report, Town of Essex Delivery Review, dated July 2020", as presented at the October 13, 2020 Special Council Meeting, be adopted as circulated.

5.3. **Special Council Meeting Minutes for November 23, 2020**

14

Moved by _____

Seconded by _____

That the minutes of the November 23, 2020 Special Council Meeting held for the purpose of a statutory Public Meeting to consider a Proposed Draft Plan of Subdivision known as Parkland Estates, Harrow, be adopted as circulated.

6. Public Presentations

6.1. Essex Accessibility Advisory Committee 22

Lisa Wallace, Vice Chair
RE: International Day of Persons with Disabilities (IDPD)

6.2. Surveillance Cameras on private property

6.2.1. Jennifer Weber 27

Concerns with personal security cameras directed into neighbouring yards

6.2.2. Ryan O'Connor 32

President of South Point Communications
RE: Surveillance cameras installed on private property

6.2.3. The following Notice of Motion was presented at the November 16, 2020 Regular Council Meeting and is being presented this evening for Council 's consideration:

Councillor Garon
RE: Adoption of a new by-law with respect to surveillance cameras

Moved by Councillor Garon
Seconded by _____
That Administration be directed to come back to Council with a by-law that protects the rights of all residents with respect to surveillance cameras installed on private property; and

That the Town of Essex prohibits homeowners from pointing security cameras at neighbouring properties or public property, and that any surveillance camera can only be used to monitor and/or record a homeowner's land and nothing beyond its borders.

7. Unfinished Business

8. Reports from Administration

8.1. Development Services Verbal Report

Lori Chadwick, Director of Development Services will be providing Council with a verbal report entitled "Upper Canada Growers ZBA/SPC Applications".

Moved by _____
Seconded by _____

That the verbal report from Lori Chadwick, Director of Development Services entitled "Upper Canada Growers ZBA/SPC Applications", be received.

8.2. Development Services Report 2020-03 37

RE: Housing Affordability and Opportunity in the Town of Essex

- Infill Development Presentation to Council
(March 16, 2020)

Moved by _____

Seconded by _____

That Development Services Report 2020-03, entitled "Housing Affordability and Opportunity in the Town of Essex", prepared by Lori Chadwick, Director, Development Services, dated December 7, 2020, be received; and

That Council consider the options and associated impacts to incentivize Infill Residential Development through the waiving of Development Charges in advance of 2021 Budget Deliberations.

8.3. Legal and Legislative Services Report 2020-19

73

RE: Court of Revision for Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Town of Essex, County of Essex

- By-Law 1968
Being a by-law to provide for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D0004

Moved by _____

Seconded by _____

That Legal and Legislative Services Report 2020-19, entitled "Court of Revision for Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Town of Essex, County of Essex, Project REI2016D004", dated December 7, 2020, prepared by Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk, be received; and

That the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienzle be appointed to sit as members of the Court of Revision to be convened for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004, be scheduled for 5:00 PM on January 6, 2021, via electronic meeting; and

That By-Law 1968 being a by-law to provide for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004, be read a first and a second time and provisionally adopted on December 7, 2020.

8.4. Legal and Legislative Services Report 2020-20

148

RE: Court of Revision for Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Town of Essex, County of Essex

- By-Law 1969
Being a by-law to provide for the Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Project REI2020D012

Moved by _____

Seconded by _____

That Legal and Legislative Services Report 2020-20, entitled "Court of

Revision for Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Town of Essex, County of Essex, Project REI2020D012", dated December 7, 2020, prepared by Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk, be received; and

That the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienzle be appointed to sit as members of the Court of Revision to be convened for the Shepley Drain: Bridge Replacement for Gorski Holdings Inc., Geographic Township of Colchester South, Project REI2020D012, be scheduled for 5:00 PM on January 6, 2021, via electronic meeting; and

That By-Law 1969 being a by-law to provide for the Shepley Drain: Bridge Replacement for Gorski Holdings Inc., Geographic Township of Colchester South, Project REI2020D012, be read a first and a second time and provisionally adopted on December 7, 2020.

8.5.

Legal and Legislative Services Report 2020-021

227

RE: 2021 Town Insurance Program RFP Results

Moved by _____

Seconded by _____

That Legal and Legislative Services Report 2020-021, entitled "2021 Town Insurance Program RFP Results", prepared by Robert Auger, Town Solicitor/Legal and Legislative Services/Clerk, dated December 7, 2020, be received; and

That Council awards the Request for Proposal for General Insurance Services to Frank Cowan Company Limited ("Cowan") for a one year term (January 1, 2021 to January 1, 2022) with the option to renew for each subsequent year (up to a maximum of 5 years) based on satisfactory performance, quotes and service.

8.6.

Community Services Report 2020-05

233

RE: HEIRS Lease Renewal at Harrow Arena

- By-Law 1970
Being a by-law to authorize the execution of a lease agreement between the Town of Essex and the Harrow Early Immigrant Research Society for property to operate a research library inside of the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario

Moved by _____

Seconded by _____

That Community Services Report 2020-05, entitled "HEIRS Lease Renewal at Harrow Arena", prepared by Doug Sweet, Director, Community Services/Deputy CAO, dated December 7, 2020, be received; and

That Council approves entering into a renewal agreement with the Harrow Early Immigrant Research Society for leased space at the Harrow Arena located at 243 McAfee Street for an additional ten year period commencing on the first day of January, 2021 and concluding on December 31, 2031, subject to the general terms and conditions as outlined in By-Law 1970; and

That By-Law 1970, being a by-law to authorize the execution of a lease

agreement between the Town of Essex and the Harrow Early Immigrant Research Society for property to operate a research library inside of the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario, be read a first, a second and a third time and finally adopted on December 7, 2020.

8.7.

Drainage Report 2020-12

248

RE: Appointment of an Engineer under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain

Moved by _____

Seconded by _____

That Drainage Report 2020-12, entitled "Appointment of an Engineer under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain", prepared by Lindsay Dean, Drainage Superintendent, dated November 2, 2020, be received; and

That Council appoint Baird AE under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain.

8.8.

Planning Services Report 2020-27

251

RE: Draft Plan of Subdivision Approval, Parkland Estates
(Applicant: Noah Homes, 1552843 Ontario Limited) File No 37T20004

- Parkland Estates Harrow - Draft Plan (1)
- Parkland Estates Subdivision - Final Approval
- Draft Parkland Agreement (Final)

Moved by _____

Seconded by _____

That Planning Report 2020-27, entitled "Draft Plan of Subdivision Approval, Parkland Estates (1552843 Ontario Limited) File No. 37T20004", prepared by Rita Jabbour, RPP, Manager, Planning Services, dated December 7, 2020, be received, and

That Council request that the Manager of Planning Services for the County of Essex give draft plan of subdivision approval to 1552843 Ontario Limited (Noah Homes), for the development of the "Parkland Estates" subdivision on lands comprising Part of Lot 12, Second Range of the Gore, on the East side of County Road 13, south of Pollard Drive, to permit the development of single-detached and semi-detached dwellings, in accordance with the draft plan prepared by Verhaegen Land Surveyors and dated July 16, 2020 subject to the following:

1. That 1552843 Ontario Limited (Noah Homes) enter into a subdivision agreement with the Town for the provision of roads and other services and facilities to the subdivision, in accordance with the draft plan attached to this resolution;
2. Such other conditions requested by the Manager of Planning Services for the County of Essex, as a condition of draft plan of subdivision approval; and
3. That Council agrees to accept cash in lieu of a parkland dedication and to permit the construction of a storm water management pond and public parking area on Town lands, in accordance with the provisions of the subdivision agreement.

9. Reports from Youth Members

10. County Council Update

11. Correspondence

11.1. Correspondence to be received

Moved by _____

Seconded by _____

That correspondence listed in Agenda Item 11.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

11.1.1. COVID-19 Virus Correspondence

11.1.1.1. Bereavement Authority of Ontario (BAO) Effective November 14, 2020 289

RE: Registrar's Directive

BAO issues colour code for regional restrictions that licensees and establishments must follow

- Colour Code Chart

11.1.1.2. Ministry of Municipal Affairs and Housing, Kate Manson-Smith, Deputy Minister MAH 292

RE: Enforcement of Orders under the Reopening Ontario Act, 2020

- Ministry of the Solicitor General
RE: Further Changes under the Reopening Ontario Act, 2020

11.1.1.3. Association of Municipalities of Ontario (AMO) 320

AMO Policy Update (November 20, 2020)

RE: Updated COVID-19 Measures, New LTC Projects, Emergency Orders Extended and AODA Items

11.1.1.4. Media Release - Town of Essex 324

RE: COVID-19 Response: Community Update (November 30, 2020)

Operations to be suspended at Essex and Harrow Arenas

11.1.1.5. Windsor Essex County Health Unit (WECHU) 326

RE: Public Health Memo COVID-19 (Update for the week of November 30, 2020)

11.1.2. Media Release- Town of Essex

November 18, 2020

RE: Town of Essex Seeking Youth Council Members

11.1.3. Media Release - Town of Essex 333

November 24, 2020

	RE: Town of Essex Announces Provincial Funding for Local Streetscape Projects	
11.1.4.	Media Release - Town of Essex November 30, 2020 RE: Town of Essex to Honour Frontline Workers with Christmas Tree Lighting Ceremony Livestream	335
11.1.5.	Minister Seniors and Accessibility (MSAA) RE: Reply to Town of Essex correspondence supporting the Town of Amherstburg's <i>Accessibility for Ontarians with Disability Act, 2005</i> (AODA) website compliance extension request. <ul style="list-style-type: none"> Town's correspondence dated October 28, 2020 	336
11.1.6.	Office of Chris Lewis, MP Essex RE: Reply to Town of Essex correspondence supporting the Township of Blanford-Blenheim's concerns relating to unlicensed and unmonitored cannabis grow operations. <ul style="list-style-type: none"> Town's correspondence dated November 16, 2020 	342
11.1.7.	William Dent and Stephanie Wilhelm RE: Rural Fibre Expansion concerns Correspondence to Council from William Dent and Stephanie Wilhelm from County Road 20 West, Harrow advising Council of their concerns that their neighbourhood is not included in the rural fibre expansion through SWIFT.	346
11.1.8.	Ministry of Finance RE: Property Tax and Assessment Measures in the 2020 Ontario Budget (November 5, 2020)	348
11.1.9.	Ministry of Municipal Affairs and Housing RE: Ontario Rebuilding and Recovery Act: Accelerating Infrastructure Initiatives Municipal Engagement	352
11.1.10.	Rural Ontario Municipal Association (ROMA) Update RE: Funding and Resources for Improved Connectivity Reminder - Universal Broadband Fund and Improving Connectivity for Ontario	358
11.1.11.	Union Water Supply System RE: Joint Board of Management Minutes - October 21, 2020	360
11.1.12.	Municipal Property Assessment Corporation (MPAC) RE: 2021 Property Values and COVID-19	368
11.1.13.	Township of Howick Resolution RE: Amending the Tile Drain Loan Program	370

Correspondence from the Township of Howick, dated November 19, 2020 requesting the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000

11.1.14.	Essex-Windsor Solid Waste Authority	371
	RE: New Recycling Collection Contractor for Essex County	
	Announcement that effective December 1, 2020 the City of Windsor is the new Essex County recycling collection contractor.	
11.1.15.	Essex-Windsor Solid Waste Authority	373
	RE: Essex-Windsor Regional Landfill Quarterly Operations Report (April - June 2020)	
11.1.16.	Town of Fort Erie	388
	RE: City of Hamilton - Request to the Premier and Minister of Attorney General - Amending the AGCO Process to Consider Radial Separation from other Cannabis Locations	
	Correspondence dated November 17, 2020 requesting the Province to consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.	
11.1.17.	Ministry of the Environment, Conservation and Parks (MECP)	392
	RE: Essex Drinking Water System - Harrow-Colchester South Inspection Report	
11.1.18.	Kim Dennison	414
	RE: Concerned Business Owner and Citizen	
	Correspondence dated December 1, 2020 bringing forward her concerns and frustrations as a small business owner in the Town of Essex and COVID-19 restrictions.	
11.1.19.	Ministry of Municipal Affairs and Housing (MMAH)	417
	RE: Staffing Changes at the Western Municipal Services (MSO-W) of the Ministry of Municipal Affairs and Housing in London	

11.2. Correspondence to be considered for receipt and support

12. Committee Meeting Minutes

Moved by _____

Seconded by _____

That the minutes list in Agenda item 12, together with any recommendations to Council noted therein, be received, approved and adopted as circulated.

12.1.	Drainage Board Minutes - November 25, 2020	418
	RE: Court of Revision	
	North Rear Road Drain South Side: New Bridge for Grondin	

12.2.	Committee of Adjustment - October 20, 2020	427
12.3.	Drainage Board Minutes - November 25, 2020	471
	RE: Consideration of Reports	
	Shepley Drain: Bridge Replacement for Gorski Landings Inc.	
	Szakacs Drain: Repair and Improvement	
13.	Financial	
13.1.	October 2020 Bank Payments Report	477
	Moved by _____	
	Seconded by _____	
	That the Bank Payments Report, including the October cheque register, cheque number 52007 to cheque number 52148 inclusive in the amount of \$3,504,786.91, the Preauthorized Payments for the month of October in the amount of \$352,614.29; and Payroll for the month of October in the amount of \$608,925.29, be ratified as submitted.	
14.	New Business	
15.	Notices of Motion	
16.	Reports and Announcements from Council Members	
17.	By-Laws	
17.1.	By-Laws that require a third and final reading	488
17.1.1.	By-Law 1964	489
	Being a by-law to provide for the North Rear Road Drain South Side (New Bridge for Grondin), Geographic Township of Colchester North, Project REI2020D010, Town of Essex, County of Essex	
	Moved by _____	
	Seconded by _____	
	That By-Law 1964 being a by-law to provide for the North Rear Road Drain South Side (New Bridge for Grondin), Geographic Township of Colchester North, Project REI2020D010, Town of Essex, County of Essex, be read a third time and finally passed on December 7, 2020.	
17.1.2.	By-Law 1967	559
	Being a by-law to confirm the proceedings of the November 16, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex	
	Moved by _____	
	Seconded by _____	
	That By-Law 1967 being a by-law to confirm the proceedings of the November 16, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on December 7, 2020.	

Being a by-law to enter into an Agreement between The Corporation of the Town of Essex (the "Municipality") and Her Majesty The Queen In Right of Ontario (as represented by the Minister of Community Safety and Correctional Services) (the "Ministry") and The Essex Police Services Board (the "Board")

Moved by _____

Seconded by _____

That By-Law 1972 being a by-law to enter into an Agreement between The Corporation of the Town of Essex (the "Municipality") and Her Majesty The Queen In Right of Ontario (as represented by the Minister of Community Safety and Correctional Services) (the "Ministry") and The Essex Police Services Board (the "Board"), be read a first, a second and a third time and finally passed December 7, 2020.

17.2. By-Laws that require a first, second, third and final reading

17.2.1. By-Law 1971

587

Being a by-law of The Corporation of the Town of Essex to authorize the borrowing upon amortizing debentures in the principal amount of \$83,397.76 towards the cost of Shoreline Loan Program

Moved by _____

Seconded by _____

That By-Law 1971 being a by-law of The Corporation of the Town of Essex to authorize the borrowing upon amortizing debentures in the principal amount of \$83,397.76 towards the cost of Shoreline Loan Program, be read a first, a second and a third time and finally passed on December 7, 2020.

17.3. By-Laws that require a first and second reading

17.3.1. By-Law 1973

615

Being a by-law to confirm the proceedings of the December 7, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved by _____

Seconded by _____

That By-Law 1973 being a by-law to confirm the proceedings of the December 7, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on December 7, 2020.

18. Adjournment

Moved by _____

Seconded by _____

That the meeting be adjourned at [TIME].

19. Future Meetings

19.1. Monday, December 14, 2020 - 6:00 - 9:00 pm Special Council Meeting

RE: 2021 Budget Deliberations

Location: Zoom Meeting

19.2. Monday, December 21, 2020 - 4:30 - 6:00 PM Special Council Meeting

RE: Zoning By-Law Amendment - 1110 Ridge Road

Location: Zoom Meeting

19.3. Monday, December 21, 2020 - 6:00 - 9:00 PM Regular Council Meeting

Location: Zoom Meeting



The Corporation of the Town of Essex

Regular Council Meeting Minutes

November 16, 2020, 6:00 pm
County of Essex Council Chamber
360 Fairview Avenue West, Essex, Ontario

This meeting was hosted and chaired from the Essex County Civic Centre Council Chambers. Due to the ongoing COVID-19 pandemic and the Essex County Civic Centre building not being open to the public at this time, this meeting was only available for viewing via livestream on YouTube.

Present: Mayor Larry Snively
Deputy Mayor Richard Meloche
Councillor Joe Garon
Councillor Morley Bowman
Councillor Kim Verbeek
Councillor Steve Bjorkman
Councillor Chris Vander Doelen
Councillor Sherry Bondy

Also Present: Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk
Shelley Brown, Deputy Clerk, Legal and Legislative Services
Chris Nepszy, Chief Administrative Officer
Doug Sweet, Director, Community Services/Deputy CAO
Jeffrey Morrison, Director, Corporate Services/Treasurer
Lori Chadwick, Director, Development Services
Kevin Girard, Director, Infrastructure Services

1. Call to Order

Mayor Snively called the meeting to order at 6:00 PM.

2. Closed Meeting Report

3. Declarations of Conflict of Interest

There were no declarations of conflict of interest noted at this time.

4. Adoption of Published Agenda

4.1 Regular Council Meeting Agenda for November 16, 2020

R20-11-424

Moved By Councillor Bjorkman
Seconded By Councillor Garon

That the published agenda for the November 16, 2020 Regular Council Meeting be adopted with the following addition:

1. Councillor Bondy requested the email from Vicki Fox, dated November 15, 2020, be added as Agenda item 11.1.8.

Carried

5. Adoption of Minutes

5.1 Regular Council Meeting Minutes for November 2, 2020

R20-11-425

Moved By Councillor Bowman

Seconded By Deputy Mayor Meloche

That the minutes of the Regular Council Meeting held November 2, 2020 be adopted as circulated.

Carried

5.2 Special Council Meeting - October 13, 2020

- Town of Essex Service Delivery Review - Current State Assessment

R20-11-426

Moved By Councillor Garon

Seconded By Councillor Bowman

That the minutes of the Special Council Meeting held on October 13, 2020 for the presentation entitled "Current State Assessment Report on the Town of Essex Service Delivery Review", presented by Strategy Corp, be adopted as circulated.

Carried

5.3 Special Council Meeting - October 19, 2020

- Windsor-Essex Regional Community Safety and Well-Being Plan, dated October 19, 2020

R20-11-427

Moved By Councillor Bjorkman

Seconded By Councillor Vander Doelen

That the minutes of the Special Council Meeting held on October 19, 2020 for the presentation entitled "Community Safety and Well-Being Plan", presented by Leonardo Gil, Project Manager, Social Policy and Planning, City of Windsor, be adopted as circulated.

Carried

6. Public Presentations

6.1 St. Vincent de Paul Parking Update Request

Tim O'Hagan, Essex Chapter Member

- Parking Spaces on Centre Street (Ward One) Map

R20-11-428

Moved By Councillor Bowman

Seconded By Councillor Bjorkman

That the presentation on behalf of St. Vincent de Paul, Tim O'Hagan Essex Chapter Member, be received;

That Administration review the implementation of an all vehicle loading zone for the two parking spaces immediately east of the subject location;

That the loading zone be available for all vehicles, and that Administration provide the recommendations for the hours and duration for the parking limits; and

That Administration return to Council with a proposed amending by-law to give effect thereof.

Carried

7. Unfinished Business

8. Reports from Administration

8.1 Economic Development Report 2020-19

RE: Building Development Overview October 2020

- Building Report
- Development Overview

R20-11-429

Moved By Councillor Verbeek

Seconded By Deputy Mayor Meloche

That Economic Development Report 2020-19, entitled "Building Report and Development Overview October 2020", prepared by Nelson Silveira, Economic Development Officer, dated November 16, 2020, be received.

Carried

8.2 Parks and Facilities Report 2020-09

RE: DaSilva's Martial Arts Lease at Harrow Arena

- By-Law 1899 Being a by-law to authorize the execution of a Lease Agreement between The Corporation of the Town of Essex as Lessor and Josh DaSilva operating as DaSilva's Academy of Martial Arts as Lessee with respect to the lease of a certain portion of the building located at 243 McAfee Street, Harrow, Ontario and as further identified and described in the Lease Agreement attached hereto as Schedule "A" to this by-law.

R20-11-430

Moved By Councillor Bondy

Seconded By Councillor Bowman

That Parks and Facilities Report 2020-09, entitled "DaSilva's Academy of Martial Arts Lease at Harrow Arena", prepared by Doug Sweet, Director of Community Services, dated November 16, 2020, be received; and

That Council approves entering into an agreement with DaSilva's Academy of Martial Arts Lease at Harrow Arena for leased space at the Harrow Arena located at 243 McAfee for one (1) year commencing on the first day of December, 2020 and concluding on November 30, 2021 with

an option to renew for an additional two (2) years beginning on December 1, 2021, subject to the general terms and conditions as outlined in By-Law 1899; and

That By-Law 1899, being a by-law to authorize the execution of a Lease Agreement between The Corporation of the Town of Essex as Lessor and Josh DaSilva operating as DaSilva's Academy of Martial Arts as Lessee with respect to the lease of a certain portion of the building located at 243 McAfee Street, Harrow, Ontario, be read a first, a second and a third time and finally passed on November 16, 2020.

Carried

8.3 Office of the CAO

RE: Corporate Strategic Plan: 2020 Progress Report

- 2020 Strategic Plan Progress Report

Chris Nepszy, CAO provided Council with an overview of works completed and in-progress, as it relates to the priority areas or values identified in the Plan.

R20-11-431

Moved By Councillor Bjorkman

Seconded By Councillor Garon

That Report CAO 2020-09, entitled "Corporate Strategic Plan: 2020 Progress Report", prepared by Chris Nepszy CAO, dated November 16, 2020, be received.

Carried

9. Reports from Youth Members

10. County Council Update

11. Correspondence

11.1 Correspondence to be received

R20-11-432

Moved By Deputy Mayor Meloche

Seconded By Councillor Bondy

That correspondence listed in Agenda Item 11.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

Carried

11.1.1 Southwestern Integrated Fibre Technology (SWIFT)

RE: SWIFT Announces \$19M in Broadband Improvements for Essex County

- Map

11.1.2 City of Belleville

RE: Accessibility for Ontarians with Disabilities Act - Web-site
Support for New Business

Correspondence dated October 28, 2020 advising of their correspondence to the Premier of Ontario requesting that the Province of Ontario consider providing funding support and training resources to municipalities to meet accessibility compliance standards.

11.1.3 Prince Edward County

RE: Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020

Correspondence dated November 3, 2020 advising Council of their correspondence to the Government of Ontario bringing forward their concerns with Bill 218 and the difficulties to implement the provinces' alternatives with the proposed shorter period between Nomination day and the October 24, 2022 Election day.

11.1.4 Association of Municipalities of Ontario (AMO)

RE: Additional Funding for Broadband

Correspondence from AMO, dated November 4, 2020 advising that Ontario has announced \$680 million in more funding for broadband.

11.1.5 Heritage Essex Citizen of the Year

Correspondence advising that the 2020 Essex Citizen of Year is Gerry Belanger and that a celebration will be held on November 15, 2020 as a walk through from 4:30 - 6:30 PM at the Essex Legion Branch 201.

11.1.6 Town of Essex Media Releases

- November 4, 2020 - Walking Track at Essex Centre Sports Complex to re-open on November 9, 2020
- November 6, 2020 - Ribbon Cutting in Essex Centre (Tony's Joint, 20 Talbot Street South, Essex)

11.1.7 Essex Region Conservation Authority

Correspondence from the Essex Region Conservation Authority, dated November 6, 2020 providing Council with an update on phishing scam at the Board office.

11.1.8 Email from Vicki Fox

RE: 4 Way Stop in Harrow

Correspondence from Vicki Fox, dated November 15, 2020 advising Council of her concerns with the intersection at the 4 way stop in Harrow by the Tim Horton's.

11.2 Correspondence to be considered for receipt and support

12. Committee Meeting Minutes

R20-11-433

Moved By Councillor Bjorkman

Seconded By Councillor Garon

That the minutes listed in Agenda item 12 be received and adopted as circulated.

Carried

12.1 Essex Climate Adaptation Team (ECAT) - August 19, 2020

12.2 Essex Municipal Heritage Committee (EMHC) - September 24, 2020

12.3 Essex Police Services Board (EPSB) - October 1, 2020

12.4 Essex Accessibility Advisory Committee - October 28, 2020

13. Financial

14. New Business

15. Notices of Motion

15.1 The following Notices of Motions were presented at the November 2, 2020 Regular Council Meeting and are being brought forward this evening for Council's consideration:

The Notice of Motion presented as Agenda item 15.2.1 on the November 2, 2020 Regular Council Meeting Agenda was withdrawn at the request of the Mover.

15.1.1 Councillor Bondy

RE: Kingsville Odour By-Law

R20-11-434

Moved By Councillor Bondy

Seconded By Deputy Mayor Meloche

That Administration review and a Report be brought back to Council on the implementation of a by-law prohibiting and regulating lights and odours, similar to that recently passed by the Town of Kingsville.

Carried

15.1.2 Deputy Mayor Meloche

RE: Town of Essex 2021 Tax Rate Increase

R20-11-435

Moved By Deputy Mayor Meloche

Seconded By Councillor Verbeek

That being the current calendar year of 2020 has been a financial stress to many Essex residents with the special circumstances regarding COVID-19, and being that it is likely these stresses will continue into 2021, that Administration come to Council with a 0% increase in the general tax levy for the initial budget discussions, in the hope that Council can keep the general tax levy at a zero percent increase for a second year in a row.

Carried

15.2 That the following Notice of Motion is being presented this evening and will be brought forward at the December 7, 2020 Regular Council Meeting for Council's consideration:

15.2.1 Councillor Garon

RE: Adoption of a new by-law with respect to surveillance cameras

That Administration be directed to come back to Council with a by-law that protects the rights of all residents with respect to surveillance cameras installed on private property; and

That the Town of Essex prohibit homeowners from pointing security cameras at neighbouring properties or public property, and that any surveillance camera can only be used to monitor and/or record a homeowner's land and nothing beyond its borders.

16. Reports and Announcements from Council Members

Each Council member was provided an opportunity to discuss their latest news and activities in the municipality.

17. By-Laws

17.1 By-Laws that require a third and final reading

17.1.1 By-Law 1963

Being a by-law to confirm the proceedings of the November 2, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex

R20-11-436

Moved By Councillor Bowman

Seconded By Councillor Garon

That By-Law 1963, being a by-law to confirm the proceedings of the November 2, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally adopted on November 16, 2020.

Carried

17.2 By-Laws that require a first, second, third and final reading

17.3 By-Laws that require a first and second reading

17.3.1 By-Law 1967

Being a by-law to confirm the proceedings of the November 16, 2020, Regular Meeting of the Council of The Corporation of the Town of Essex

R20-11-437

Moved By Councillor Garon

Seconded By Councillor Bowman

That By-Law 1967 being a by-law to confirm the proceedings of the November 16, 2020, Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on November 16, 2020

Carried

18. Adjournment

R20-11-438

Moved By Deputy Mayor Meloche

Seconded By Councillor Garon

That the meeting be adjourned at 7:35 PM.

Carried

Mayor

Clerk



The Corporation of the Town of Essex

Special Council Meeting Minutes

October 19, 2020, 4:15 pm

Location: <https://www.youtube.com/user/EssexOntario>

This meeting was hosted from the Essex County Civic Centre Council Chambers, 360 Fairview Avenue West, Essex. Due to the ongoing COVID-19 pandemic and the Essex County Civic Centre building not being open to the public at this time, this meeting can only be viewed by the public electronically via livestream on YouTube.

Present: Deputy Mayor Richard Meloche
Councillor Joe Garon
Councillor Morley Bowman
Councillor Kim Verbeek
Councillor Sherry Bondy
Councillor Chris Vander Doelen

Regrets: Mayor Larry Snively
Councillor Steve Bjorkman

Also Present: Chris Nepszy, Chief Administrative Officer
Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk
Shelley Brown, Deputy Clerk, Legal and Legislative Services
Doug Sweet, Director, Community Services/Deputy CAO
Jeffrey Morrison, Director, Corporate Services and Treasurer
Lori Chadwick, Director, Development Services
Kevin Girard, Director, Infrastructure Services

Strategy Corp: Chris Loreto, Principal
Tony Haddad, Senior Advisor
Yael Boyd

The purpose of this meeting was for Council to provide their comments and questions to Strategy Corp with regards to the "Current State Assessment Report, Town of Essex Delivery Review, dated July 2020", as presented at the October 13, 2020 Special Council Meeting.

1. Call to Order

Deputy Mayor Meloche called the meeting to order at 4:23 PM.

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

3. Adoption of Published Agenda

3.1 Special Council Meeting Agenda for October 19, 2020

SP20-10-004

Moved By Councillor Garon

Seconded By Councillor Bondy

That the published agenda for the October 19, 2020 Special Council Meeting, be adopted as presented.

Carried

4. Public Presentations

4.1 Strategy Corp Town of Essex Service Delivery Review

Representatives from Strategy Corp appeared before Council: Chris Loreto, Principal, Tony Haddad, Senior Advisor and Yael Boyd

- Current State Assessment Report
- Power Point Presentation from the October 13 2020 Special Council meeting.

Chris Nepszy, Chief Administrative Officer, explained that the purpose of the meeting was to receive initial input from Council and have a discussion as it pertains to the Service Delivery Review.

Chris Loreto, Principal at Strategy Corp, acknowledged that he received email correspondence from Councillor Bondy and Councillor Garon and outlined some of the items mentioned in the emails including:

Councillors Garon's comments:

1. There are concerns regarding our police service including lack of communication, unaccountability with respect to numbers of officers patrolling our streets at any given time, and lack of presence in our community.
2. We need to find a solution to the lack of geared-to-income and/or affordable housing.
3. We need to explore any means of saving money with respect to outsourcing or partnering with others, as long as we do not end up in a position where we are not getting the same service, or it leads us to open to the possibility of any further amalgamation.
4. Roads - we need to figure out how to get more roads into the budget, while being sensitive to the fact residents do not want to spend more money on taxes.
5. Continue to push for customer service.
6. Assess to hire a full-time executive assistant to exclusively support both the CAO and Mayor. This is not something I think we need at our level, but I am receptive to exploring it if it means our CAO and Mayor

are more accessible to Council, Department Heads, media and Residents.

Councillor Bondy's comments:

1. Continue to improve asset management plan.
2. Continue to invest in staff and professional development training.
3. Continue to develop the economic development strategy to increase our commercial and industrial tax base.
4. We deserve OMPF funding due to our lean departments and rural base.
5. Streamline the Mayor and the CAO's workload, take them off all emails and go directly to the staff member that can assist in the situation.
6. Fire service – discuss an expanded Mutual Aid Agreement.
7. Develop a clear service standard.
8. Develop a by-law review best practices.
9. Improve records management.
10. New town hall – we should have a public discussion on this...what is the new town hall going to look like. Is there any appetite to have more staff in the Harrow area?
11. Better procurement support.
12. Improve communications tool box.
13. OPP – This is NOT the term of Council to discuss regional policing in my opinion.
14. ELK - ELK minutes should be sent to shareholders, and there is no reason why their meetings couldn't be open to the public.

Mr. Loreto noted that they will work on the specifics and business cases to determine feasibility from a cost benefit perspective. Mr. Loreto expressed that he would like concerns or questions to be submitted in writing.

Councillor Bowman commented that the Province provided funding for this type of exercise and that maybe the Town Council be part of the next phase of whatever they are going to fund. He feels that by completing this exercise we put ourselves in a place to receive additional funding as it comes available.

Councillor Vander Doelen stated that his response to the draft plan was already sent, which included:

1. There are a couple of sharing suggestions from the study that could save money, such as regional building inspection, shared purchasing and pooling the pickup truck fleet.
2. The Essex study praises the town as being a "fairly lean organization", which it may be. But this is all the more concerning since our taxes are among the highest in Ontario. How can we be understaffed and still be so expensive?
3. The study makes no mention of the cost-sharing programs already going on in McGregor with the Town of Amherstburg

and Co-An Park, which are not working very well and appear to be breaking down.

4. None of my other cost-saving suggestions - most of which came from taxpayers – can be found in the report.
5. I have never heard a resident wish for a new town hall. What I hear from residents as major “wants” in service delivery are asphalt surfaces on the concession and side roads, full grading and snow removal services on the 94 beach roads and lanes, better broadband internet and faster permits. There is no mention of those in the report.
6. Selling ELK to “free up” money? Selling profit-making assets and raising debt levels are not an improvement to service delivery, they are the opposite.
7. The Town of Essex has to fight climate change to improve its services? How did those things get dragged into a discussion on increased regional efficiency?

He stated that he was not in support of the findings in the report. He felt this was sold as an exercise in finding efficiencies and improved service delivery and he feels it is mainly a wish list of what staff seems to want and overlooks what residents are looking for.

Chris Loreto advised that they will take comments into consideration as part of the next phase of the review and will prepare a detailed business case analysis to determine the efficiencies. The next phase is when Council can make decisions as to whether or not the cost benefit is enough to proceed with some of the recommendations

Councillor Verbeek asked for assurances that Council's remarks and concerns will be brought in to the next report.

Chris Loreto stated that any feedback will be considered in the next phase.

Deputy Mayor Meloche expressed his views that more items should be centralized at the County, i.e. insurance, larger bidding items, purchasing etc.

Chris Loreto said that shared service analysis will be part of the next phase, but to keep in mind that willing participants are a necessary part of all of this.

SP20-10-005

Moved By Councillor Vander Doelen

Seconded By Councillor Bowman

That the presentation entitled Town of Essex Service Delivery Review presented by Strategy Corp, be received.

Carried

5. **Adjournment**

SP20-10-006

Moved By Councillor Garon

Seconded By Councillor Bowman

That the meeting be adjourned at 4:47 pm.

Carried

Mayor

Clerk



The Corporation of the Town of Essex

Special Council Meeting Minutes

November 23, 2020, 5:00 pm

Location: <https://www.youtube.com/user/EssexOntario>

This meeting was hosted from the Town of Essex Municipal Building, 33 Talbot Street South, Essex. Due to the ongoing COVID-19 pandemic, this meeting can only be viewed by the public electronically via livestream on YouTube.

Present: Mayor Larry Snively
Deputy Mayor Richard Meloche
Councillor Joe Garon
Councillor Morley Bowman
Councillor Kim Verbeek
Councillor Steve Bjorkman
Councillor Sherry Bondy
Councillor Chris Vander Doelen

Also Present: Chris Nepszy, Chief Administrative Officer
Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk
Shelley Brown, Deputy Clerk, Legal and Legislative Services
Doug Sweet, Director, Community Services/Deputy CAO
Jeffrey Morrison, Director, Corporate Services and Treasurer
Lori Chadwick, Director, Development Services
Kevin Girard, Director, Infrastructure Services
Rita Jabbour, Manager, Planning Services

Mayor Snively advised that the purpose of this statutory public meeting is to consider a Proposed Draft Plan of Subdivision for the vacant lands located on the east side of County Road 13, also known as Parkland Estates, Harrow and to hear representations from the public in regards to the merits and concerns related to the application.

1. Call to Order

Mayor Snively called the meeting to order at 5:00 PM.

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest noted at this time.

3. Adoption of Published Agenda

3.1 Special Council Meeting Agenda for November 23, 2020

SP20-11-001

Moved By Councillor Bjorkman
Seconded By Councillor Verbeek

That the published agenda for the November 23, 2020 Special Council Meeting be adopted as presented.

Carried

4. Reports from Administration

4.1 Office of the CAO 2020-08

RE: AMO Board Vacancy: Expression of Interest

Chris Nepszy, CAO spoke to Council about submitting an Expression of Interest to the Association of Municipalities Board vacancy and the direct and indirect rewards our municipality would receive for his service on the Board.

SP20-11-002

Moved By Councillor Bowman
Seconded By Councillor Vander Doelen

That Office of the CAO Report 2020-08, entitled "AMO Board Vacancy: Expression of Interest", prepared by Chris Nepszy, CAO dated November 23, 2020 be received, and

That Council supports the Town of Essex Chief Administrative Officer (CAO), Chris Nepszy's, candidacy to sit on the AMO Board and serve on it its Rural caucus together with support for any expenses that may be associated with the Board directorship.

Carried

5. Presentations

5.1 Proposed Plan of Subdivision: Parkland Estates, Harrow

Rita Jabbour, Manager, Planning Services advised Council and provided a power point presentation stating that the purpose of the public meeting is to consider a Draft Plan of Subdivision, known as the "Parkland Estates" and to gather information from the public and Council. Ms. Jabbour emphasized that the purpose of this meeting is to obtain public feedback and comments and that no decision should be made by Council tonight.

Ms. Jabbour advised that the subject lands are 5.65 hectares (14 acres) of vacant land on the East side of County Road 13 in the Harrow Primary Settlement Area, just south of 1 Pollard Drive (Harrowood) and just West of Pollard Park and Kinsmen Participark Trail. She explained that the property is currently zoned Holding Residential District 2.2 (HR2.2),

medium density housing on urban lots, and the applicant is looking for permission to develop the property to accommodate 26 single detached and 46 semi-detached dwelling units for a total of 72 dwelling units.

Ms. Jabbour explained the impact of the development on Pollard Park and the Participark and that cash-in-lieu of parkland will be directed towards the construction of a gravel public parking area on abutting recreational lands to accommodate 60 vehicles and that this would be the Developer's responsibility and a Storm Water Management System will be composed of a dry detention pond located on abutting recreational lands.

Ms. Jabbour explained further that the Traffic Impact Study conducted indicated a nominal impact of the T intersection of Pollard Drive at County Road 13 and Dunn Road and County Road 13. The study also indicated that the proposed stop controlled intersection of County Road 13 at site access will operate favourably; no obstructions exist within sight lines; and negligible impact associated with the addition of the parking lot accessed via site access.

Ms. Jabbour advised Council that Agency's comments were received by the Director of Education Windsor Essex Catholic District School Board, recommending sidewalks or recreational pathways for student safety and bus stops and the Watershed Planner, Essex Region Conservation Authority (ERCA), recommending storm water be addressed in accordance with Regional SWM Standards Manual. No comments and concerns were received by Hydro One.

Ms. Jabbour further advised that Notice was given to all property owners within 120 metres of subject site, the Notice was published in the Harrow News and posted on the Town's website and no written comments were received as of November 18, 2020.

Ms. Jabbour advised of the next steps:

1. The results of this Public Meeting will be forwarded to the Manager of Planning Services for the County of Essex.
2. A report will be prepared for Town of Essex Council outlining the recommended development servicing conditions.
3. At the December 7, 2020 Regular Town Council Meeting, Council may set out by resolution the request that the Manager of Planning Services for the County of Essex to approve the draft Plan of Subdivision, subject to compliance with the recommended development servicing conditions.
4. That Council's resolution for draft Plan Approval of Subdivision be forwarded to the County of Essex. If draft approval is granted, proponent has three (3) years to satisfy conditions. Final approval of subdivision is granted only when all conditions are fulfilled.

Ms. Jabbour asked Council if they had any questions to the draft Plan of Subdivision and the following questions were brought forward:

1. Deputy Mayor Meloche asked about rear yard drainage on existing properties that back up to the new subdivision.

Kevin Girard, Director, Infrastructure Services advised that there is a Storm Water Management Plan that is being proposed and rear yard catch basins are included as part of the development. He advised that adjacent properties will be notified of the development and notified that it will be each property owner's responsibility for drainage on their property and the impact thereof.

2. Councillor Garon had concerns with the location of the pond and the parking lot and wondered if positions could be flipped.

Kevin Girard, Director, Infrastructure Services advised that there is no opportunity to flip the pond and parking lot as access to the parking lot from the street is required and the location of the pond is the preferred location.

Councillor Garon is concerned that there is no turn around access and that Lots 15 and 16 will be used for that purpose.

Mr. Girard advised that it is the intention that the parking lot will be used for turn arounds, for emergency, buses and vehicular traffic.

3. Councillor Bowman asked who would be supplying the hydro, Hydro One or E.L.K.

Mr. Girard replied Hydro One would be the supplier of hydro.

4. Councillor Bondy asked for confirmation that access to the multi-use trail is from the main road and no sidewalks on the crescent.

Ms. Jabbour confirmed that access to the multi-use trail will be on Street A.

Councillor Bondy asked if the retention pond will be the Developer's property or Town property.

Ms. Jabbour advised that the retention pond will be located on Town property.

Councillor Bondy has concerns with the retention pond on parkland property, if the Town has plans for an additional ball diamond.

Doug Sweet, Director, Community Services/Deputy CAO advised that the Town has no plans for an additional ball diamond, only to

enhance the back diamond and the parking lot would be an asset.

Councillor Bondy asked if the Town will be requiring a tree to be planted on each property.

Ms. Jabbour advised that the Town's Development Standards stipulates that one tree be planted per lot.

Councillor Bondy inquired how much the Town would be receiving for cash-in-lieu of parkland.

Ms. Jabbour advised that they do not have a dollar amount, as it is the Developer's responsibility for the construction of the parking area.

Councillor Bondy asked if the parking lot is remaining gravel because of drainage issues or cost issues and is there a buffer between the parking lot and homes.

Mr. Girard advised that the existing trees in the park will provide a buffer so there should not be a need for additional vegetation to separate visibility to the park.

Mr. Sweet advised that the parking lot remaining gravel is for cost saving at this time.

Councillor Bondy asked if there is a start date available.

Ms. Jabbour said that the proponent is available at tonight's meeting, so Mr. Branco might be able to answer that question.

5. Councillor Vander Doelen asked if the number of semi-detached lots and single lots are set in stone.

Ms. Jabbour advised that the dwelling units can be changed.

6. Deputy Mayor Meloche asked if parking would be allowed on both sides of the street and if parking is being allowed only on one side is that the Town's standard.

Mr. Girard advised that parking would only be allowed on one side and that this is the Town's standard at this time.

Deputy Mayor Meloche asked if not having sidewalks would be an insurance issue.

Mr. Girard stated that he could not foresee not having sidewalks as being an issue, as the sidewalks would not be going anywhere.

SP20-11-003

Moved By Councillor Vander Doelen

Seconded By Deputy Mayor Meloche

That the presentation entitled "Proposed Plan of Subdivision for the Vacant Lands located on the East Side of County Road 13 also known as Parkland Estates, Harrow" dated November 23, 2020, as prepared by Rita Jabbour, Manager, Planning Services, be received.

Carried

6. Delegations

6.1 Shane and Mary Ruthven

Shane and Mary Ruthven from 1425 County Road 13, asked for clarification as to where the exit and entrance to the subdivision will be. They have a couple concerns as their property is directly adjacent from the subdivision, one of their concerns is with the lights from vehicles and secondly a potential safety concern would be if someone drives through the stop sign, they will end up in their front yard.

Ms. Jabbour advised that currently the access at County Road 13 will be the sole entrance to the property, it is where the ingress and egress will take place. She said that the main form of traffic control will be a stop sign. The "T" intersection will have a streetlight. As far as light pollution, a photometric analysis was done and complies with the Dark Sky Policy.

Mr. Girard added that the intersection will be stop controlled. He said that the road design has not been finalized and that the "T" intersection is no different than any other intersection in the Town and that there isn't much that can be done to control vehicular lights.

6.2 Walter Branco, Noah Homes

Mr. Branco appeared before Council to answer a couple of questions that Council had asked:

- RE: Sidewalks and Cul-de-sac
Mr. Branco told Council that studies have shown that subdivisions with no sidewalks and/or cul-de-sacs creates more driveway parking.
- RE: Phase 1
Mr. Branco advised that they are anxious to start. Once all approvals are received, spring is the target to get started.
- RE: Parkland
Mr. Branco advised that 5% of lands is what is used for parkland. The subdivision is 14 acres and once a market value is placed on the lands, 5% of that portion will go towards the parking lot.
- RE: Pond
The pond will be a "dry pond". On a regular basis there will not be any

water held in the pond, only when there is a large surge and then it will disappear quickly.

7. **Adjournment**

Moved By Councillor Bjorkman
Seconded By Councillor Garon

SP20-11-004

That the meeting be adjourned at 6:35 PM.

Carried

Mayor

Clerk

Delegation Request Form

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Personal information that you provide on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of responding to your request. Please note that this form, if approved, will appear in the published Council Agenda and may be included in the Council Meeting minutes, both of which become part of the public record and are posted on our municipal website.

Name *

Lisa Wallace

Date of Request *

11/25/2020



Are you representing a group? *

☒ Yes

☐ No

Name of Group (if applicable)

Essex Accessibility Advisory Committee

Provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take. *

Would like to present about Dec 3rd International Day of Disabilities

3 December is International Day of Persons with Disabilities (IDPD). On this Day World Health Organization joined partners to celebrate "a day for all". This theme reflects a growing understanding that disability is part of the human condition. Almost everyone will be temporarily or permanently impaired at some point in life. Despite this, few countries have adequate mechanisms in place to respond fully to the needs of people with disabilities.

WHO estimates that more than one billion people - about 15% of the world's population - experience some form of disability. This figure is predicted to rise given population ageing and an increase in the prevalence of noncommunicable diseases. While disability correlates with disadvantage, not all people with disabilities are equally disadvantaged. Much depends on the context in which they live, and whether or not they have equal access to health, education and employment, among others.

In Canada, almost 50 percent of adults have or have experienced a permanent or temporary physical disability or live with someone who has. No matter the cause, each of us will experience disability at some point in our lives and will need our communities to be accessible so that we can continue to participate and live full lives.

The Essex Accessibility Committee is requesting a employee of the Town of Essex take this training, which will be funded by the Accessibility Committee

<https://powered.athabasca.ca/product?catalog=Accessible-Spaces-101>

This is a self-paced online course which examines the impact of the social and physical environment on people with disabilities and introduces the application of universal design for creating meaningful access.

This course has been developed for a wide range of professionals interested in expanding their practical understanding of accessibility.

On completion of the course, participants will understand how people with disabilities interact with the built environment, to communicate in a respectful and inclusive manner, and to apply universal design principles to designing, operating, and delivering services in physical spaces.

Have you consulted with Town staff on this issue? *

☒ Yes

☐ No

If you've consulted with Town staff, please provide the names of staff members you've talked to and the details of those discussions.

Reviewed the Training course with the Essex Accessibility Advisory Committee and benefits.

If this is a property matter, are you an owner?

- ☐ Yes
- ☒ No
- ☐ Not applicable

Have you appeared before Council in the past regarding this issue? *

- ☐ Yes
- ☒ No

If you've appeared before Council in the past on this issue, please tell us the year in which you appeared.

Will you have written or printed materials to distribute? If so, please submit 12 copies of printed materials to the Clerk before the meeting. *

- ☐ Yes
- ☒ No

Will you be delivering an electronic presentation that requires access to a computer and software? If so, please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting. *

- ☐ Yes
- ☒ No

Please describe any special needs you may have for your presentation.

Your Address or Group Contact Address (full mailing address including postal code) *

Town of Essex Accessibility Advisory Committee

Your Phone Numbers

Home

519-776-6327

Work

Use format 519-776-7336

Cell

Use format 519-776-7336

Email Address

lisaw@communitylivingessex.org

Name and address of all representatives attending, including their positions *

Lisa Wallace, Vice Chair

Thank you!

Thank you for completing the Delegation Request Form.

The Clerk's Office will contact you in the near future to review your request.

Robert Auger, LL.B.

Manager of Legislative Services and Clerk

Town of Essex

33 Talbot Street South, Essex, Ontario N8M 1A8

519-776-7336, extension 1132

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Name *

Jennifer Weber

Date of Request *

12/1/2020



Are you representing a group? *

☐ Yes

☒ No

Name of Group (if applicable)

Provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take. *

I will be asking Council to consider the bylaw request brought forward by Councillor Joe Garon. We are asking for a bylaw that would not allow personal security cameras to be directed into neighbouring yards. I want to tell my personal story of how a security camera pointed into my backyard has been an invasion of our privacy and has caused my family to feel uncomfortable in our own space. One of my neighbours cameras is pointed directly at my children's playground equipment in our back yard.

Have you consulted with Town staff on this issue? *

☒ Yes

☐ No

If you've consulted with Town staff, please provide the names of staff members you've talked to and the details of those discussions.

I spoke with Councillor Joe Garon. I contacted him because I had asked my neighbour to move his camera to point into his own yard and he refused. I then contacted the police, the Children's aid and the Privacy Officer of Ontario and they all told me that I would need a bylaw to make my neighbour not record us in our yard. I contacted the Essex Bylaw department and they told me there was not a bylaw. That's when I contacted Joe and explained the situation. I sent him research I had done that showed neighbouring towns that did have that bylaw.

If this is a property matter, are you an owner?

☒ Yes

☐ No

☐ Not applicable

Have you appeared before Council in the past regarding this issue? *

☐ Yes

☒ No

If you've appeared before Council in the past on this issue, please tell us the year in which you appeared.

Will you have written or printed materials to distribute? If so, please submit 12 copies of printed materials to the Clerk before the meeting. *

☐ Yes

☒ No

Will you be delivering an electronic presentation that requires access to a computer and software? If so, please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting. *

☐ Yes

☒ No

Please describe any special needs you may have for your presentation.

Your Address or Group Contact Address (full mailing address including postal code) *

281 Laird Ave.
Essex, ON
N8M1S7

Your Phone Numbers

Home

519-903-0074

Work

Use format 519-
776-7336

Cell

Use format 519-
776-7336

Email Address

jenweber7@yahoo.ca

Name and address of all representatives attending, including their positions *

Jennifer Weber

Thank you!

Thank you for completing the Delegation Request Form.

The Clerk's Office will contact you in the near future to review your request.

Robert Auger, LL.B.

Manager of Legislative Services and Clerk

Town of Essex

33 Talbot Street South, Essex, Ontario N8M 1A8

519-776-7336, extension 1132

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Name *

Ryan O'Connor

Date of Request *

12/7/2020



Are you representing a group? *

☐ Yes

☒ No

Name of Group (if applicable)

OConnor

Provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take. *

I am a professional security camera installer, I have been asked to speak on this subject below by Joe Garon.

15.2

That the following Notice of Motion is being presented this evening and will be brought forward at the December 7, 2020 Regular Council Meeting for Council's consideration:

15.2.1

Councillor Garon

RE: Adoption of a new by-law with respect to surveillance cameras

That Administration be directed to come back to Council with a by-law that protects the rights of all residents with respect to surveillance cameras installed on private property; and

That the Town of Essex prohibits homeowners from pointing security cameras at neighbouring properties or public property, and that any surveillance camera can only be used to monitor and/or record a homeowner's land and nothing beyond its borders.

Have you consulted with Town staff on this issue? *

☒ Yes

☐ No

If you've consulted with Town staff, please provide the names of staff members you've talked to and the details of those discussions.

I am a professional security camera installer, I have been asked to speak on this subject below by Joe Garon.

15.2

That the following Notice of Motion is being presented this evening and will be brought forward at the December 7, 2020 Regular Council Meeting for Council's consideration:

15.2.1

Councillor Garon

RE: Adoption of a new by-law with respect to surveillance cameras

That Administration be directed to come back to Council with a by-law that protects the rights of all residents with respect to surveillance cameras installed on private property; and

That the Town of Essex prohibits homeowners from pointing security cameras at neighbouring properties or public property, and that any surveillance camera can only be used to monitor and/or record a homeowner's land and nothing beyond its borders.

If this is a property matter, are you an owner?

- ☒ Yes
- ☐ No
- ☐ Not applicable

Have you appeared before Council in the past regarding this issue? *

- ☐ Yes
- ☒ No

If you've appeared before Council in the past on this issue, please tell us the year in which you appeared.

Will you have written or printed materials to distribute? If so, please submit 12 copies of printed materials to the Clerk before the meeting. *

- ☐ Yes
- ☒ No

Will you be delivering an electronic presentation that requires access to a computer and software? If so, please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting. *

- ☐ Yes
- ☒ No

Please describe any special needs you may have for your presentation.

Your Address or Group Contact Address (full mailing address including postal code) *

133 Queen Crt
Essex ON
N8M2Z7

Your Phone Numbers

Home

Use format 519-
776-7336

Work

5198006298

Cell

2267880313

Email Address

ryan@southpointcommunications.tech

Name and address of all representatives attending, including their positions *

Ryan O'Connor (President of South Point Communications)
Brook O'Connor (Vice President) (same zoom cam as me)

Thank you!

Thank you for completing the Delegation Request Form.

The Clerk's Office will contact you in the near future to review your request.

Robert Auger, LL.B.

Manager of Legislative Services and Clerk

Town of Essex

33 Talbot Street South, Essex, Ontario N8M 1A8

519-776-7336, extension 1132



Report to Council

Department: Development Services
Division: Development Services
Date: December 7, 2020
Prepared by: Lori Chadwick, Director, Development Services
Report Number: Development Services-2020-03
Subject: Housing Affordability and Opportunity in the Town of Essex
Number of Pages: 12 + attachments

Recommendation(s)

That Development Services Report 2020-03 dated December 7, 2020 be received; and

That Council consider the options and associated impacts to incentivize Infill Residential Development through the waiving of Development Charges in advance of 2021 Budget Deliberations.

Purpose

To provide Council with options and associated impacts on potential incentives that can be offered by the Town to encourage investment in Infill Housing, to summarize existing policies and incentives that are currently offered to encourage housing affordability, and to identify additional actions and plans that can be offered.

Background and Discussion

At the Regular Meeting of Council on April 15, 2019, Council directed Administration to "develop an affordable municipal housing strategy due to the urgent crisis in Windsor and

Essex County” (R19-04-170). At the Regular Meeting of Council on March 20, 2020, Council directed Administration to “prepare a report investigating on how the Town could finance the development charges portion only for the total 132 infill residential development lots in the entire municipality” (R20-03-083).

This report identifies initiatives that have been, and could be, undertaken to supplement or support housing affordability in the Town of Essex, including the development of Infill Housing.

Definition of Attainable Housing:

At a broader level, “Attainable Housing” is defined as the ability of households at various income levels to find and secure (attain) suitable housing, so they can advance to higher levels of the local housing market. This definition implies that there is a range of housing options (type, size, tenure, cost) that exist in the local market.

While municipalities often focus on the provision of subsidized housing, more recently there is concern about the “Missing Middle”: housing that is available to and attainable by persons who have the financial resources to afford owner-occupied or rental accommodation that exceeds that of assisted housing, but is priced under the market prices of higher end single detached housing preferred by many home builders. The focus of this report is on the missing middle housing provision.

Ontario’s Housing Crisis and Response

Across the Province, the price of homes and rents have risen faster than incomes. According to *More Homes, More Choices: Ontario’s Housing Supply Action Plan*, 83% of buyers cannot afford the average resale home, and 56% of renters cannot afford the average two (2) bedroom apartment. Locally, the average resale value of a home in all Wards for August 2020 have doubled since August 2019. In addition, the opportunity to purchase a resale house in the Town is extremely limited in all of our urban centers.

As bound by the Provincial Policy Statement (PPS, 2020), planning authorities (Municipalities) must provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the market area by:

- establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households and which align with applicable housing and homelessness plans;
- permitting and facilitating all housing options required to meet the social, health and economic well-being requirements of current and future residents;
- permitting and facilitating all types of residential intensification, including additional residential units and redevelopment

Completed Town of Essex Initiatives to Provide a Variety of Housing Options:

To help meet the goal of providing a range of attainable housing opportunities, the Town has:

1. Pre-zoned greenfield lands for a mix of housing – single, semi-detached and townhome units. This permits builders to market their lands for a variety of buyers and needs. Seniors for example are showing a preference for single storey dwellings, primarily townhome dwellings, with garage parking and reduced outdoor open space on site.
2. Zoned for attached Second Dwelling Units in single-detached, semi-detached and townhome dwellings in our Settlement Areas. While currently permitted as attached to the main dwelling, it is a very popular means of providing affordable rental housing in high growth, high cost areas. Rising house prices have boosted demand for such accommodation in recent years for aging parents and children.
3. Provided \$5,000 grants for the creation of rental dwelling units (where rent would be \$1000/month all-in) in commercial spaces or in an existing dwelling in our three (3) Community Improvement Plan Project Areas.

Proposed Town of Essex Initiatives that will provide a Variety of Housing Options:

The Government of Ontario, through the *More Homes, More Choice Act*, believes that increasing the supply of housing will help every person in the Province by making housing more affordable so that persons and families of all economic backgrounds can find a home that meets their needs and budgets. Reviewing affordable housing strategies and strengthening existing policies to provide for diverse, development ready opportunities is a principle objective of the Council's 2019-2022 Corporate Strategic Plan.

The following initiatives build upon recent changes to the Provincial Policy Statement (PPS) respecting residential land use and are supported by existing frameworks for incentivizing affordable housing development:

1. Incentivizing Infill Residential Development

On March 16, 2020, Administration prepared a Report to Council on Infill Residential Opportunities in the Town of Essex, where 132 potential Infill Residential Dwelling Units were presented for Council's information. The Presentation can be found in **Appendix A** of this Report, and the corresponding Infill Residential Map can be found at the link below:

<https://essexcounty.maps.arcgis.com/apps/View/index.html?appid=2036ba061ab34d9096a96a39e4fb2729>

As described in the March 16th Report, the Development Charges (DCs) for the identified Infill Lots are broken down as follows:

Settlement Area	# of Units	Full Charges	Soft Services	Hard Services	Area-Specific
McGregor	2	\$19,678	\$10,094	\$7,840	\$1,744
Essex Centre	29	\$331,935	\$146,363	\$88,393	\$97,179
Harrow	5	\$0			
Colchester Centre	70	\$729,340	\$353,290	\$231,360	\$144,690
CR 50 West	26	\$264,212	\$131,222	\$79,248	\$53,742
Total: 132 Units	132	\$1,345,165	\$640,969	\$406,841	\$297,355

"Hard Services" refers to municipal-wide services related to roads, fire protection, policing, and administration (essential services studies). "Soft Services" refers to

municipal-wide services related to outdoor recreation, indoor recreation, library, and administration (community-based studies). "Area-specific" refers to wastewater charges specific to each municipal ward.

In support of Council's resolution to investigate on how the Town could finance Development Charges for the total 132 Infill Residential Dwelling Units, the following options may be considered:

- a) Option to Defer Payment for all 132 units:
 - Development Charges not waived
 - Payment in installments over a specific duration of time at a pre-determined interest rate (i.e. 18 months), or lump sum payment made at the completion of a specific duration of time (i.e. 18 months)
Penalty and interest-free
- b) Option to Waive Soft Services by 50% for 98 "Ready to Build" Infill Semi-Detached Dwellings:
 - For Infill Semi-Detached Residential Lots only / Excludes subdivision or greenfield development
 - Must have proper zoning in place
 - For a specified duration of time (i.e. 3 year deadline)
 - Maximum total of \$247,665 = 1.7% Property Tax Impact
 - Note: No recent issues have been raised with Administration in at least two (2) examples of Infill Semi-detached Dwellings where two (2) DCs have been applied
- c) Option to Waive Soft Services only for the 98 "Ready to Build" units:
 - For a specified duration of time (i.e. 3 year deadline)
 - Maximum total of \$495,330 = 3.3% Property Tax Impact
- d) Option to Fully Waive DCs for the 98 "Ready to Build" units:

- For a specified duration of time (i.e. 3 year deadline)
 - Maximum total of \$1,032,699 = 5.0% Property Tax Impact + TBD increase to Wastewater Rates for 2021
- e) Option to Waive Soft Services only for all 132 units:
- For a specified duration of time (i.e. 3 year deadline)
 - Maximum total of \$640,969 = 4.3% Property Tax Impact
- f) Option to Fully Waive DCs for all 132 units:
- For a specified duration of time (i.e. 3 year deadline)
 - Maximum total of \$1,345,165 = 7.0% Property Tax Impact + TBD increase to Wastewater Rates for 2021

For any waiver of Development Charges, the Town is required to fund the waiver, be it through taxation, user rates, or any other form of revenue.

If Council chooses to waive any part of a development charge, an amendment to the Town's Development Charges Bylaw is required. The following steps are required when amending the Development Charges By-law:

- Prepare a Background Study that outlines the amendments (defining Infill Residential, listing the properties, etc.) with a Draft Amending By-law. This report must be released at least 60 days prior to Council deciding on the Amending By-law.
- Hold at least one (1) public meeting. The Background Study and Draft Amending By-law must be available at least 14 days prior to a public meeting. Give at least 21 days' notice of the public meeting.
- Observe a 40-day appeal period after passing of the By-law.

2. Zoning for Detached Second Dwelling Units

A Second Dwelling Unit is a self-contained dwelling unit with a private kitchen, bathroom facilities and sleeping areas. Adding a Second Dwelling Unit in a principle residence (or in a completely detached ancillary structure located on the same property), is a great way for residents to provide independent living for a family member or add to the existing rental housing stock in both rural and urban areas.

Currently, under the General Zoning By-law, a Second Dwelling Unit is permitted in a single detached dwelling and in semi-detached and townhome dwelling units in our urban centers. A Second Dwelling Unit is permitted in rural dwellings by site-specific rezoning only.

It is proposed that, in accordance with new Provincial mandates, a Second Dwelling Unit would be generally permitted in a dwelling in both urban and rural locations or, optionally, in an accessory building. This will help to address the demand for affordable rental accommodation throughout the Town. This will be further discussed in a separate Report to Council, as part of proposed General Amendments to the Zoning By-law.

On September 18, 2020, the *COVID-19 Economic Recovery Act* received Royal Assent which mandated several changes to the *Development Charges Act* including the exemption of DC charges for second dwelling units meaning: the creation of a second dwelling unit in an existing or new detached dwelling and/or prescribed ancillary structures, are exempt from development charges.

In 2021, Administration will be undertaking the DC amendment process to incorporate this mandatory exemption, while also embracing all the changes to the by-law required by the change in legislation.

3. Zoning for Tiny Homes

A “Tiny Home” is a small, private and self-contained dwelling unit with living and dining areas, kitchen and bathroom facilities, a sleeping area, and is intended for year-round use. A Tiny Home can be a primary home or a separate structure on a property that already has an existing house (see Second Dwelling Unit). They are a great way to save on housing costs and are also more affordable to build and maintain than a typical house. The size of a Tiny Home varies from municipality to municipality, depending on standards set out in Zoning By-laws. Some municipalities have minimum size requirements, while others have maximum size requirements. In all cases, a Tiny Home cannot be smaller than the minimum required size set out in the Ontario Building Code, which is 17.5 m² (188 ft²).

The General Zoning By-law sets minimum floor area sizes for low density and multiple dwelling units of 60 m² (650 ft²) and 40 m² (400 ft²), respectively. These limits considerably exceed the minimum floor areas required by the Ontario Building Code and are generally larger than what is typical for tiny homes, which range from 20 m² (215 ft²) to 40 m² (430 ft²) in floor area. To provide more flexibility in housing options, it will be recommended in our separate Report to Council, as part of proposed General Amendments to the Zoning By-law, that the minimum floor area limits be removed from the Zoning By-law.

Additional Town of Essex Initiatives that could provide a Variety of Housing Options:

The Town may also be inspired by the following development opportunities in its quest for housing affordability:

1. Land Lease Communities

Opportunities exist to provide another attainable housing option that is not currently prevalent in this region, the land lease option. Under this scenario, a dwelling is purchased but the land it is on is leased on a monthly or annual basis. This lowers the initial cost of the dwelling.

Administration is reviewing locations where this option is feasible. For example, Klie's Beach, on the east side of Colchester, is a 13ha (32 acre) private property currently zoned for three season residential occupancy. Small owner-occupied seasonal dwellings are located in the south one third of the property on leased land. Recently the substandard septic systems were replaced by a communal package septic sewage treatment plant. As such, the opportunity exists to add more housing on the same basis, with the added option to rezone the property for year around occupancy, in light of the upgraded septic sewage treatment system. As this would be a land lease arrangement, no plan of subdivision approval would be necessary.

2. Eliminating the R1 Zoning

Most low density residential zoning is split into two broad categories, R1.1, single-detached residential (with provision for a second dwelling unit); R2.1, permitting single and semi-detached dwellings; and, R2.2 permitting single, semi-detached and townhome dwellings. Inquiries to build on infill lots have focussed on the construction of semi-detached dwellings, regardless of the zoning. In R1.1 zones, a semi-detached dwelling is not permitted except by site-specific rezoning.

Rezoning established neighbourhoods from R1.1 to R2.1 would permit the construction of semi-detached dwellings on infill lots without the need for a site-specific rezoning. While that may be contentious, with reference to the infill lot distribution maps, it will be noted that the available infill lots are quite scattered in the case of Essex Centre, few in both Harrow and McGregor, and a good fit in Colchester to better reflect resale house prices and housing accommodation there.

It should be noted that greenfield subdivisions, such as Parkland Estates in Harrow and the Essex Town Centre subdivision in Essex Centre, are zoned for single-detached, semi-detached, and townhome dwellings.

Financial Impact

The financial impacts to the Town in waiving Development Charges are identified on Pages 5 & 6 of this report. The impact ranges from a 7% property tax impact to existing property owners, and an increase to the wastewater rates (ward specific) for the 2021 budget year, to the deferral of development charges for a period up to 18 months at a pre-determined interest rate. For any waiver imposed, the Town is required to refund the DC Reserve Fund through taxation.

Financial impacts to the Town, if any, related to Tiny Homes and Detached Second Dwelling Units will be identified in our separate Report to Council, as part of proposed General Amendments to the Zoning By-law. Should Council wish to explore additional attainable housing options such as Land Lease Communities and the Elimination of the R1 Zoning, financial impacts would be investigated further.

Consultations

Rita Jabbour, Manager, Planning Services

Jeff Watson, Planner

Jeffrey Morrison, Director, Corporate Services / Treasurer

Chris Nepszy, Chief Administrative Officer

Link to Strategic Priorities

- ☐ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☒ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.

APPENDIX A:

Infill Residential Development Presentation to Council, March 16, 2020

Report Approval Details

Document Title:	Attainable Housing Report - Development Services-2020-03.docx
Attachments:	- Infill Development Presentation to Council Final.pdf
Final Approval Date:	Nov 30, 2020

This report and all of its attachments were approved and signed as outlined below:

A handwritten signature in black ink, appearing to read "Chris Nepszy".

Chris Nepszy, Chief Administrative Officer - Nov 30, 2020 - 2:16 PM



Infill Residential Development



Development Services Report to Council
March 16, 2020

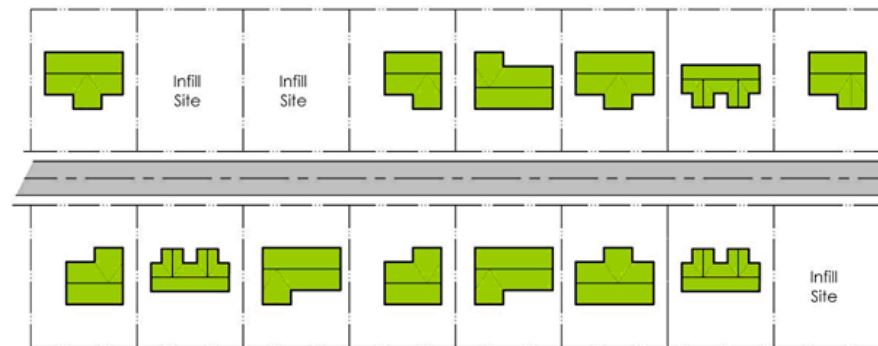


Why are we here today?

- In follow up to Council Resolution R19-12-482, heard on December 2, 2019 at a Regular Meeting of Council.
- To provide Council with a report on Infill Residential Development opportunities within the Town of Essex, and the potential cost to ratepayers on elimination of development charges as incentive.

What is Infill Residential Development?

- An **infill lot** is an existing lot of record, or an available parcel of land, located between existing homes on a street having a level of municipal services deemed to be suitable for residential development.
- An **infill house** is a dwelling constructed on an infill lot to replace a demolished dwelling or to occupy a lot not previously built on.



Why should Infill Residential Development be encouraged?

- Helps to meet housing targets
- Optimum use of municipal services
- Reduces the consumption or conversion of land for large-scale subdivisions
- Rejuvenates existing, older, and/or blighted neighbourhoods
- Could provide more attainable housing options





What is included in this review of Infill Residential Development?

1. Lots that are Ready to Build
2. Lots that are Constrained by Zoning
3. Lots that are Constrained by Services



What is excluded from this review of Infill Residential Development?

- Lands with the potential for large-scale plans of subdivision
- Adaptive reuse of unoccupied institutional, commercial, or industrial buildings for residential purposes

Types of Infill Residential Development – Green

These infill lots are **ready to build**, independent of any abutting lot, have proper zoning in place, with municipal services available.



Types of Infill Residential Development – Orange

These infill lots have access to full municipal services but are **constrained by zoning classifications.**



Types of Infill Residential Development – Blue

These infill lots are appropriately zoned for residential development but are **constrained by municipal services**.





Infill Opportunities by Settlement Area: Essex Centre

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	24	24
Orange - Constrained by Zoning	3	5
Blue - Constrained by Services	0	0
		29



Infill Opportunities by Settlement Area: Harrow Centre

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	4	5
Orange - Constrained by Zoning	0	0
Blue - Constrained by Services	0	0
		5



Infill Opportunities by Settlement Area: McGregor Centre

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	1	2
Orange - Constrained by Zoning	0	0
Blue - Constrained by Services	0	0
		2



Infill Opportunities by Settlement Area: Colchester Centre

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	29	41
Orange - Constrained by Zoning	0	0
Blue - Constrained by Services	6	29
		70



Infill Opportunities by Settlement Area: County Road 50 West

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	17	26
Orange - Constrained by Zoning	0	0
Blue - Constrained by Services	0	0
		26



Infill Opportunities in the Town of Essex

Type of Infill Development	Number of Parcels	Number of Dwelling Units
Green - Ready to Build	77	98
Orange - Constrained by Zoning	3	5
Blue - Constrained by Services	6	29
Total		132

How can the Town of Essex **encourage** and/or **incentivize** Infill Residential Development?





1. Waive Development Charges:

- Completed through an amendment to the DC By-law
- Public process which includes:
 - Releasing a Background Report to the public
 - Holding a Public Meeting 2 weeks after the Background Report has been made public, and ensuring it is advertised appropriately
 - Holding a Council Meeting 60 days after the Background Report has been made public to make a decision on the amendment

Financial Considerations with Waiving DCs

Settlement Area	Number of Dwelling Units	Full Development Charges
Essex Centre	29	\$331,935.00
Harrow Centre	5	\$0.00
McGregor Centre	2	\$19,678.00
Colchester Centre	70	\$729,340.00
County Road 50 West	26	\$264,212.00
Total	132 Dwelling Units	\$1,345,165.00



2. Waive Rezoning Application Fees

Completed through:

- an amendment to the Planning Fee Schedule; or
- an individual basis through Council

Financial Considerations

Type of Infill Development	Number of Parcels	Rezoning Application Fees
Constrained by Zoning	3	\$7,740.00



3. Adopt a Local Improvement Petition Policy

- Property owners petition the Town to install missing municipal services
- Requires a formal petition signed by 50% of the property owners owning 66% of the total street frontage

Financial Considerations

- Although funded by property owners, the allocation of capital funds would be required up front to undertake the work



4. Education and Communication

- Public Information Open Houses
- Direct Mail to Infill Land Owners
- Information Sharing on Social Media

Financial Considerations

- Staff time and resources



Let's reflect...

- Financial impacts
- “Missing middle” and the Affordability Gap: providing housing options for a segment of the population that may be constrained by rising housing prices and rental costs
- Desire to live in established neighbourhoods
- Optimum use of municipal services
- Significantly large number of potential infill opportunities in Colchester Centre & County Road 50 West





Report to Council

Department: Office of the CAO

Division: Legal and Legislative Services

Date: December 7, 2020

Prepared by: Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk

Report Number: Legal and Legislative Services-2020-19

Subject: Court of Revision for Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Town of Essex, County of Essex, Project REI2016D004

Number of Pages: 4

Recommendation(s)

That the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienze be appointed to sit as members of the Court of Revision to be convened for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004, pursuant to the Report prepared by Gerard Rood, Professional Engineer, Rood Engineering Limited, and dated October 20, 2020 (hereinafter the "Report"), such Court of Revision to be scheduled for 5:00 pm on January 6, 2021, via electronic meeting, and

That By-Law 1968 being a by-law to provide for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004, be read a first and second time and be provisionally adopted on December 7, 2020.

Purpose

A Court of Revision is required in accordance with Section 46 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010 (hereinafter the "Drainage Act").

Background and Discussion

Rood Engineering was instructed by the Town of Essex on or about December 14, 2015 to prepare a report for the above Szakacs Drain: Repair and Improvement, pursuant to Section 78 of the Drainage Act.

On October 20, 2020 the Report was prepared by Rood Engineering Inc. to provide the details, estimates and assessments therein.

A Consideration Meeting for this Report was held on November 25, 2020. At this meeting the Drainage Board received public correspondence/delegations (if applicable) and heard the various concerns or comments made by those who attended. At this meeting the Drainage Board resolved and recommended that the said Report be adopted and that a provisional By-Law be prepared for Council's consideration (see Drainage Board minutes from the November 25, 2020 consideration meeting, which minutes are included under Item 12 of the December 7, 2020 Regular Council Meeting Agenda).

Appointment of Court of Revision Members:

The Court of Revision is to be comprised of three (3) members of the Drainage Board and so accordingly it is recommended that Court of Revision members when required to be convened shall be appointed on a rotating, alphabetical order basis. If an appointed member is not available then that appointed member shall be replaced by the next available member of the Drainage Board (based on the aforementioned rotating, alphabetical order basis).

It is therefore recommended that Kirk Carter, Percy Dufour and Felix Weigt-Bienzle be selected and appointed to sit as the Court of Revision for the Szakacs Drain: Repair and Improvement.

It is further recommended that By-law 1968 adopting the recommendations in the Rood Engineering Report dated October 20, 2020 be provisionally adopted so that this project can proceed to the Court of Revision specified in this report.

The Court of Revision is the next step in the process in accordance with Section 46 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010.

Financial Impact

There is no financial impact.

Consultations

Drainage Department

Link to Strategic Priorities

- ☒ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.

Report Approval Details

Document Title:	Szakacs Drain Repair and Improvement - Legal and Legislative Services-2020-19.docx
Attachments:	- BL 1968 Szakacs Drain Repair and Improvement.docx - y-Rpt Szakacs Dr REI2016D004.pdf
Final Approval Date:	Nov 30, 2020

This report and all of its attachments were approved and signed as outlined below:



Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Nov 30, 2020 - 11:22 AM



Chris Nepszy, Chief Administrative Officer - Nov 30, 2020 - 2:21 PM

The Corporation of the Town of Essex

By-Law Number 1968

Being a by-law to provide for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D0004, Town of Essex, County of Essex

Whereas the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the Szakacs Drain: Repair and Improvement, Geographic Township of Colchester South, Project REI2016D0004, Town of Essex, County of Essex;

And Whereas Section 78 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010, states that the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof, may on the report of an Engineer appointed by it, complete the drainage works as set forth in such report;

And Whereas an Engineers Drainage report dated October 20, 2020 and considered by the Drainage Board at its November 25, 2020 Consideration of Report meeting, has been procured and made by Gerard Rood, Professional Engineer, Rood Engineering Inc. and that the said report is attached hereto and forms part of this by-law as Schedule "A" hereto;

And Whereas the Council of The Corporation of the Town of Essex is of the opinion that the said drainage works and/or improvements are warranted and desirable;

Now therefore the Council of The Corporation of the Town of Essex pursuant to the Drainage Act enacts as follows:

1. That the Engineers Drainage report dated October 20, 2020 and considered by the Drainage Board at its November 25, 2020 Consideration of Report meeting and attached hereto as Schedule A to this By-law is hereby adopted and that the said drainage works and/or improvements as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$93,000.00, the amount necessary for the construction of the said drainage works.

3. That the Corporation may issue debentures for the amount borrowed less the total amount of:

- Grants received under Section 85 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended, 2010;
- Commuted payments made in respect of lands and roads assessed within the Municipality;
- Money paid under Section 61(3) of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010;

and such debentures shall be made payable: a) in the case of assessments in value of between \$500.00 and \$9,999.99 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or b) in the case of assessments in value of \$10,000.00 and greater, within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or c) upon request and approval from the Town, in the case of assessments of \$1,500.00 and \$9,999.99 within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of \$499.99 or less are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "Szakacs Drain: Repair and Improvement".

Read a first and a second time and provisionally adopted on December 7, 2020.

Mayor

Clerk

Read a third time and finally passed on January 18, 2021.

Mayor

Clerk

SZAKACS DRAIN

Repair and Improvement

Geographic Township of Colchester South

TOWN OF ESSEX



TOWN OF ESSEX
33 Talbot Street South
ESSEX, Ontario N8M 1A8
519-776-7336

Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621

REI Project 2016D004

October 20th, 2020

October 20th, 2020

Mayor and Municipal Council
Corporation of the Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Mayor Snively and Members of Council:

SZAKACS DRAIN
Repair and Improvement
Geographic Twp. of Colchester South
Project REI2016D004
Town of Essex, County of Essex

I. INTRODUCTION

In accordance with the instructions confirmed by letter of December 14th, 2015 from the former Town Drainage Superintendent, Dan Boudreau, we have prepared the following report that provides for the repair and improvement of the Szakacs Drain. The Szakacs Drain is primarily a covered drain with a number of inlets commencing near the southeast corner of Lot 16 in the Gore Concession on the west side of Ridge Road between Gore Road and County Road 20, and the drain extends southerly and downstream through agricultural lands and outlets into the Dolson Creek Drain. The drain was constructed pursuant to the Drainage Act. A plan showing the Szakacs Drain alignment is included herein as part of the report.

Our appointment and the works related to the repair and improvement of the Szakacs Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010". We have performed all of the necessary survey, investigations, etcetera for the repair and improvement of the Szakacs Drain, and we report thereon as follows.

II. BACKGROUND

From our review of the Town's drainage files, we have determined that the Szakacs Drain was last repaired under an Engineer's Report dated July 30th, 1954 by C.G.R. Armstrong, P.Eng. The report consisted of the details to construct a new enclosed drain. We reviewed the report to establish the details of the previous work and the work needed to complete the repair and improvement of the drain.

We have utilized the plan and profile within the 1954 C.G.R. Armstrong report to establish the size parameters for the drain and the details to be used in establishing the enclosure installation. We have also used this Engineer's report to establish the drain profile grades, and to assist us in establishing the design grade for the subject covered drain installation.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the available drainage information and documentation found in the Town files, we arranged with Town staff to schedule an on-site meeting for February 29th, 2016. The following people were in attendance at said meeting: Don Huber, Jeremy Tingen, David Wright, John Welzel, Neal Huber, Allan Parks, Norm Nussio (Operations & Drainage Essex), Bill Caixeiro (Essex), and Gerard Rood (Rood Engineering).

Mr. Nussio did an introduction of the purpose of the meeting. The Town has been alerted to the need for repair and improvement of the drain. The drain is a covered system with catch basins located just east of Ferris Road and outletting to Dolson Creek Drain.

Neal Huber advised that Gary Zavaros approached him about drain problems and getting work done. Allan Parks advised that Gary Zavaros is the land renter. Gary has standing water and a broken tile in his farm. There are sink holes developing. John Welzel has water in the south east corner of his farm.

It was noted that the water flows faster since the outlet at the pond was cleaned. There is a headwall near the west side of the pond on the north bank. Norm Nussio stated that the tile is running steady since the work 2-3 months ago.

There are catch basins along the property line. The upstream catch basin is missing, and the locations of the others need to be investigated. Norm Nussio noted that there is not much cover on the drain, but they can repair the existing installation. Lowering the tile is hindered by the water levels in the ponds.

Allan Parks tried some new tile last year. The tile on MN 1485 (Quintigliani parcel) does not work at all. The east-west tile in the Quintigliani parcel runs, and they made some connections.

Jeremy Tingen stated that he does not want to share costs since the drain is not needed for his lands located near the outlet and that have other tile drains.

Neal Huber had Bob Chevalier out and he surveyed the farm. Neal Huber is looking to install tile. There is a private drain at the north side of the Zavaros property. Neal and Don Huber can provide maps once Bob Chevalier flies the site in about 2 weeks and completes plans.

Allan Parks suggested moving the drain east for more cover. Neal Huber may take more water to County Road 20 drains since he already has 80 acres going there.

All the owners would like to see a cost estimate before going ahead with any work.

The overall drainage report procedure, and future maintenance processes were generally reviewed with the owners. The owners were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.).

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including taking the necessary levels and details to establish the design parameters for the covered drain repair and improvement installation.

A bench mark was looped from previous work carried out on the drain and was utilized in establishing a correlation between the old report and new survey for the drain. We also took approximate water line shots of the pond along the north bank and using the probe marked the approximate location of the existing covered drain, as necessary for us to complete our design calculations, estimates and specifications.

A Ministry of Natural Resources and Forestry (M.N.R.F.) Species at Risk review of the Town agreement with M.N.R.F. pursuant to the “Endangered Species Act, 2007” was carried out for this project. We reviewed the E.R.C.A. and D.F.O. Species at Risk mapping for fish and mussels and the Town submitted a notification to E.R.C.A. for review and comment.

For the purposes of establishing the watershed area upstream of the proposed work, and determining the pipe size required, we investigated and reviewed the Engineer’s Report dated July 30th, 1954 as prepared by C.G.R. Armstrong, P.Eng. The report provided for the installation of the tile enclosure that is now called the Szakacs Drain that is to be repaired in our report and included a Schedule of Assessment.

V. FINDINGS AND RECOMMENDATIONS

Prior to the completion of our report, we reviewed the details of the covered drain repair and improvement installation including the regulatory restrictions and the cost estimates that we were to review and coordinated with the Town to meet with the owners to review same. As a result of all the Owners requesting cost estimates during the first on-site meeting before proceeding, another on-site meeting was scheduled on September 28th, 2020. The notice for the

meeting included a copy of the draft watershed plan and the draft assessment schedule for the project. The meeting was attended by the following people: John Welzel & Arlene Wade, Romano & Mary Quintigliani, Neal Huber, James and Denise Tingen, Norm Nussio (Manager Operations & Drainage), Lindsay Dean (Drainage Superintendent), Tanya Tuzlova (Drainage Clerk), Dan Boudreau (Drainage Board), Percy Dufour (Drainage Board), Felix Weigt-Bienzle (Drainage Board), and Gerard Rood (Rood Engineering).

Lindsay Dean introduced all attendees and outlined that the project was commenced in 2015 under Section 78 of the Drainage Act. She reminded everyone of the on-site meeting held in 2016 and explained that this current meeting was to discuss the estimated costs and gain input from the owners on how to proceed. Mr. Rood provided the background on the work done to date on the project. Mr. Nussio explained the past work and access to the drainage works for maintenance and confirmed to the Owners that notice would be sent out whenever future maintenance work and access is required. Project costs to date were discussed. Many landowners expressed opposition to making any improvements to the drain at this time. Ms. Dean explained that the report can proceed so that future repairs and maintenance can be completed when required, or there is an option to abandon the proposed works through a Section 40 drainage report. In terms of grants, the preparation of a Section 40 report would not be eligible for grant. O.M.A.F.R.A. will need to be consulted if the landowners choose to proceed with the preparation of a Section 78 report without completion of construction to determine if grants will apply. In response to a question from Mrs. Quintigliani, it was confirmed that 1/3 grants will be applied for to reduce the total assessment for lands that have the Farm Property Tax Class designation. Life expectancy of the repaired and improved drain was discussed, and Owners were advised that assessment costs can be debentured for 5 years. Town responsibility and liability for the drainage works pursuant to the Drainage Act was discussed. Mr. Nussio confirmed to the Owners that the drain is a Municipal drain created pursuant to the Drainage Act over 60 years ago.

Mr. Huber advised everyone that the drainage of his lands has been modified to take all waters northerly pursuant to a Section 65 Drainage Report that was completed, and the drainage works have been done to divert all flows from his land northerly. Mr. Rood confirmed that his lands would not be assessed in the current drainage report based on the drainage changes that have been made and that only those parcels that direct flows to the Szakacs Drain and benefit from the proposed works will be assessed.

Ms. Dean explained that the report values are only estimates and that the Town tenders out all projects to get the best possible price for completing the works. Final assessments to each of the affected lands will be based on the actual total cost for completion of the drainage report and construction of the works. Mr. Nussio discussed that the timeline for the works would likely be construction in the latter part of next year with invoices going out the following year. It was confirmed by Mr. Rood that the ponds will not be part of the drainage works.

Timing for the project drainage report and construction was discussed in detail. Details of the covered drain repair and improvement were discussed. Ms. Dean reminded the Owners that if they have questions on their share of the cost, they may appeal to the Court of Revision for adjustments. The final consensus was to proceed with the drainage report preparation and that the Town would coordinate the construction schedule in consultation with the Owners at a later date when required or requested by the landowners. O.M.A.F.R.A. will be consulted to determine if the report will be eligible for grant without the construction component. Ms. Dean reminded the Owners that they can contact the Drainage Department or the Engineer if they have any questions on the project. She confirmed that a copy of the drainage report would be sent out to each of the affected owners with the Notice for the Consideration meeting.

Through our investigations, it was determined that a completely new pipe installation option was the most cost effective and we have proceeded with this option, as discussed at the on-site meetings. The pipe sizing is based on minimum conveyance of a 1:2 year storm event corresponding to the capacity of existing pipes in the drainage system.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owners, we would recommend that a new replacement covered drain be constructed for the Szakacs Drain at the location and to the general parameters as established in our design drawings attached herein. Work will include catch basin maintenance holes and connections of existing pipes outletting to the drainage works along with ancillary works.

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. To prevent flooding and adverse impacts upstream, the new structure needs to provide an equivalent level of service to the adjacent structures. This project will not require any access bridges but it 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. Details of these mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

As part of our investigations, a D.F.O. self screening assessment of the project was carried out. The mapping indicated no species at risk or critical habitat for the area of the covered drain work. In the interest of fish habitat and migration, D.F.O. requires that the invert of any new bridge be embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge, but this will not be applicable to this project. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. Should any species be encountered, details of required 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, 2007 Provincial Legislation administered by the Ministry of Environment, Conservation & Parks (M.E.C.P.), 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 snakes are 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”**.

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 replacement construction of 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 are available for viewing by any interested parties at the Town office.

Based on all of the above, we recommend that a new replacement covered drain be constructed for the Szakacs Drain, in the geographic township of Colchester South. We further recommend that all work shall be done in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010”.

VI. ALLOWANCES

We have provided that all of the work will generally be completed along the length of the covered drain, including access from Ferriss Road easterly to the drain along the north limit of the Quintigliani Parcel 690-02800. The Contractor will be required to restore any existing grassed buffer and driveway areas damaged by the work. Based on all of the above we find that allowances for damages are payable pursuant to Sections 29 and 30 of the Drainage Act.

We find that the provision of access along the drain for construction and loading, hauling, and disposal of deleterious materials requires payment for the land necessary to carry out same. We therefore recommend that the following owners be compensated for all work areas that will be impacted, including for the access to the drain and for damages to lands and crops, if any, as follows, namely:

1)	John Welzel, (690-00800),	Owner,	Part of Lot 16, Gore Concession,	\$	100.00
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2)	Romano Quintigliani, (690-02800),	Owner,	Part of Lot 16, Gore Concession,	\$	1,063.00
3)	Gustav Zavaros, (690-02900),	Owner,	Part of Lot 16 & 17, Gore Concession,	\$	996.00
4)	James Tingen, (690-00500)	Owner,	Part of Lot 16, Gore Concession	\$	148.00
TOTAL FOR ALLOWANCES AND DAMAGES					\$ 2,307.00

These values for allowances and damages are based on a strip of land parallel to and immediately along the drain for the parcels along the length of the Municipal drain and the access from Ferriss Road and are based on a value of \$1,225.00 per acre (\$3,027.00 per hectare) for the affected lands and crops, if any. These allowances provide for a working width of 8.0 metres and are calculated using a rate per acre of \$700.00 for year one, \$350.00 for year two and \$175.00 for the third year. The impact after 3 years is considered negligible.

We have provided for this in our estimate as is provided for under Sections 29 and 30 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

VII. ESTIMATE OF COST

Our estimate of the total cost of this work including all incidental expenses is the sum of **NINETY THREE THOUSAND DOLLARS (\$93,000.00)**, made up as follows:

CONSTRUCTION

- Item 1) **Outlet to CBMH-1**; Provide all labour, equipment and material to construct a replacement covered drain consisting of approximately 190 metres (623.4 ft.) of 300mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe including wrap couplers; connections, bedding, backfill, excavation, compaction, cleanup, and restoration, complete at \$77.00 per metre.
- \$ 14,630.00

- Item 2) **CBMH-1 to CBMH-2**; Provide all labour, equipment and material to construct a replacement covered drain consisting of approximately 280 metres (918.6 ft.) of 300mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe including wrap couplers; connections, bedding, backfill, excavation, compaction, cleanup, and restoration, complete at \$77.00 per metre. \$ 21,560.00
- Item 3) **CBMH-2 to CBMH-3**; Provide all labour, equipment and material to construct a replacement covered drain consisting of approximately 51 metres (167.3 ft.) of 300mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe including wrap couplers; connections, bedding, backfill, excavation, compaction, cleanup, and restoration, complete at \$77.00 per metre. \$ 3,927.00
- Item 4) **CBMH-3 to CBMH-4**; Provide all labour, equipment and material to construct a replacement covered drain consisting of approximately 85 metres (278.9 ft.) of 300mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe including wrap couplers; connections, bedding, backfill, excavation, compaction, cleanup, and restoration, complete at \$77.00 per metre. \$ 6,545.00
- Item 5) **CBMH-4 to CBMH-5**; Provide all labour, equipment and material to construct a replacement covered drain consisting of approximately 35 metres (114.8 ft.) of 300mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe including wrap couplers; connections, bedding, backfill, excavation, compaction, cleanup, and restoration, complete at \$95.00 per metre. \$ 3,325.00
- Item 6) **Catch Basin Maintenance Holes 1, 2, 3, 4 & 5**; supply and install 600mm X 600mm precast concrete units, 1.8m deep, with 600mm square cast iron frames and grates, including adjustment units, excavation, disposal, bedding, connections, 450mm sump, backfill, compaction and restoration, complete, approximately 5 units at \$ 2,380.00 each. \$ 11,900.00
- Item 7) **Offset Catch Basins 1 & 2**; supply and install 600mm X 600mm precast concrete units, 1.2m deep, with 600mm square cast iron frames and grates, including adjustment units,

	excavation, disposal, bedding, connections, 450mm sump, with 200mm diameter pipe and fittings; backfill, compaction and restoration, complete, approximately <u>2</u> units at <u>\$1,815.00</u> each.	\$	3,630.00
Item 8)	<u>Outlet Protection at Station 1+640.8</u> ; supply and install quarried limestone on non-woven filter cloth erosion protection including all excavation, supply, placing, cleanup, and restoration, complete:		
	(i) Supply and place quarried limestone rock protection, approximately <u>6.0</u> tonnes at <u>\$55.00</u> per tonne	\$	330.00
	(ii) Supply and place non-woven filter cloth as underlay for rock protection, approximately <u>12.0</u> square metres at <u>\$5.00</u> per square metre	\$	60.00
Item 9)	<u>Final Cleanup and Restoration</u> ; provide all equipment and materials to completely clean up and carry out final restoration of the project site. Lump Sum	\$	2,000.00
	Net H.S.T. (1.76%) on construction	\$	1,195.00
TOTAL FOR CONSTRUCTION		\$	69,102.00

INCIDENTALS

1)	Report, Estimate, and Specifications	\$	5,500.00
2)	Survey, Assistants, Expenses, Drawings, Consideration Meeting, etc.	\$	7,500.00
3)	Estimated Cost of Duplicating Drawings and Report	\$	800.00
4)	Estimated Cost of Preparing Tender Documents	\$	1,200.00
5)	Estimated Cost of Construction Supervision and Inspection (based on 4 days)	\$	5,120.00

Report – Szakacs Drain
Repair and Improvement
Town of Essex - REI2016D004

2020-10-20

6) Net H.S.T. (1.76%) on Items Above	\$	360.00
7) Estimated Cost of E.R.C.A. permit	\$	500.00
8) Estimated Contingency Allowance	\$	611.00
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TOTAL FOR INCIDENTALS	\$	21,591.00
TOTAL FOR ALLOWANCES (brought forward)	\$	2,307.00
TOTAL FOR CONSTRUCTION (brought forward)	\$	69,102.00
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TOTAL ESTIMATE	\$	93,000.00
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VIII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of this drain replacement. The design drawings show the subject drain location and the details of the covered drain installation and ancillary work. The design drawings are attached to the back of this report and are labelled **Appendix “REI-E”**.

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

IX. CONSTRUCTION SCHEDULE OF ASSESSMENT

We would recommend that all of the costs associated with the construction of this drain enclosure, and the preparation of this Engineer’s report, be assessed against the lands of the owners as set out in the attached assessment schedule. A Schedule of Assessment has been prepared and included herein to indicate the lands assessed for the new replacement covered drain installation.

X. FUTURE MAINTENANCE

After the completion of the construction of this covered drain replacement, all of same shall be maintained in the future by the Town of Essex as part of the drainage works.

Furthermore, if any maintenance work is required to the covered drain system in the future, we recommend that the costs be assessed as set out in the assessment schedule on a pro-rata basis.

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

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



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att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT**SZAKACS DRAIN****Repair and Improvement****TOWN OF ESSEX****5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
690-00800	Gore	16	1.50	0.607	John Welzel	\$ 3,690.00	\$ 1,962.00	\$ -	\$ 5,652.00
690-00900	Gore	16	12.00	4.856	John Welzel & Arlene Wade	\$ 7,907.00	\$ 15,698.00	\$ -	\$ 23,605.00
690-02800	Gore	16	25.00	10.117	Romano & Mary Quintigliani	\$ 13,178.00	\$ 22,958.00	\$ -	\$ 36,136.00
690-02900	Gore	16 & 17	10.00	4.047	Gustav Zavaros	\$ 18,449.00	\$ 9,158.00	\$ -	\$ 27,607.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 43,224.00	\$ 49,776.00	\$ -	\$ 93,000.00
TOTAL ASSESSMENT						\$ 43,224.00	\$ 49,776.00	\$ -	\$ 93,000.00

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1 Hectare = 2.471 Acres
 Project No. REI2016D004
 October 20th, 2020

SPECIFICATIONS**SZAKACS DRAIN****Repair and Improvement****Geographic Township of Colchester South****TOWN OF ESSEX****I. GENERAL SCOPE OF WORK**

The Contractor shall provide all material, labour, and equipment to construct a replacement covered drainage system for the Szakacs Drain comprising 320 kPa smooth wall H.D.P.E. plastic pipe, with catch basin maintenance holes and offset catch basins with connections. The replacement covered drain shall be constructed so that it extends from the north end of the existing drain southerly to its outlet in the Dolson Creek Drain following the existing centreline of the covered drain. This location shall be the exact designated location of this covered drain. Any changes to the location of the new drain must be approved in writing by the Engineer. The general layout of the drain and other ancillary work shall be provided as shown and detailed in the accompanying drawings attached within **Appendix "REI-E"**. A Benchmark has been set near the proposed enclosure so that the same can be utilized for the setting of the new pipe invert grades. The **Benchmark** is described in the detail plans for the covered drain pipe installation along with its elevation.

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

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

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

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. "Endangered Species Act, 2007" former agreement with the Town. Snake species including Butler's Garter Snake and Eastern Foxsnake are indicated to be threatened and endangered respectively on the agreement plans for this site. In addition, turtles along with the snakes are considered sensitive to the area and are mobile. Schedule 'C' of the agreement has provisions to protect them and mitigate any impacts. A copy of the agreement mitigation are included within **Appendix "REI-B"**.

The Contractor is to note that the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. "Endangered Species Act, 2007"

(E.S.A.) now administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.) 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 improvement 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”.

The Contractor is to review **Appendix “REI-B”** in detail and is required to comply in all regards with the contents of said M.N.R.F. measures, and follow the special requirements therein included during construction. 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. 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. COVERED DRAIN CONSTRUCTION

The Contractor shall provide all material, labour, and equipment to remove and dispose of the existing covered drain and catch basins along the alignment of the replacement covered drain, as shown and noted in the drawings. The Contractor shall supply and install new 320 kPa high density polyethylene (H.D.P.E.) Big “O” Boss 2000 wrap coupler soil tight pipe, extending from the proposed catch basin maintenance hole #1 (C.B.M.H.-1) to the outlet into the Dolson Creek Drain.

The Contractor shall also note that the placing of the new H.D.P.E. pipe is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent and Engineer. The new plastic pipe shall be set to the grades as noted and as shown and detailed on the plans with special care to match the inverts of the pipe to the structures at each end of each pipe run.

The installation of the complete length of the new H.D.P.E. pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation.

Once the new smooth wall H.D.P.E. pipe has been satisfactorily set in place, the Contractor shall completely backfill the drain pipe with select native material, thoroughly compacted around the pipe to ensure that there is minimal settlement upon completion of the work. The backfilling of the smooth wall H.D.P.E. plastic pipe, unless otherwise specified herein, shall be provided in total compliance with Item 3) and Item 4) of the **“Standard Specifications for Access Bridge Construction Including Endwall Treatment, Backfilling, and Installation Procedures”**. 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) in the **“Standard Specifications”** in said Appendix.

Along the length of the covered drain, the Contractor shall supply and install precast concrete catch basin maintenance holes as outlined on the plans and as set out in the Schedule of Items and Prices, along with the required offset catch basins and connections. Each precast concrete unit shall conform to the sizes and depths indicated on the plans and in the Schedule of Items. The catch basin maintenance holes that are 600mm X 600mm in size shall be fitted with cast iron frames and grates. All catch basin maintenance holes shall include a minimum 450mm deep sump

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and be fitted with cast iron frames and grates and lift rings as outlined on the plans and in the Schedule of Items and Prices. The Contractor shall note that all concrete units shall be fitted with a minimum of three and a maximum of six High Density Poly Ethylene (H.D.P.E.) lift rings, secured in place in accordance with the manufacturer's recommendations. Catch basin tops shall generally be set 50mm below the adjacent ground elevation and be graded to ensure positive drainage and that all flows will enter the top of the unit.

The Contractor shall connect all covered drains to the concrete units with the use of a mortar joint. Said mortar joint shall be provided at the exterior of the concrete unit walls for the full circumference of the covered drain and be of a sufficient mass to produce a sealed joint, all to be performed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer. All grout for the mortar joint shall be provided in unopened pre-mixed bags or shall comprise of 3 parts of clean sharp sand to 1 part Portland cement with just sufficient water added to provide a stiff plastic mix. Where possible, the Contractor shall employ a standard factory fitting or adapter to connect between the various units, pipes, and tiles. For offset catch basins being connected directly to the improved mainline covered drain in the future, the Contractor shall make the connection with the use of an Inserta-Tee fitting. The Inserta-Tee shall be installed by coring a properly sized hole in the side of the H.D.P.E. pipe and securing the fitting into the mainline pipe wall in accordance with the manufacturer's recommendations.

The Contractor, as part of this project, is to connect all existing drain connections into the new covered drainage system unless the pipe is noted to be abandoned and plugged off. In the event that a lateral drain pipe is being abandoned, the plug shall comprise a minimum 305mm (12 in.) long concrete grout plug, securely packed into the end of the abandoned pipe for the full internal diameter of the pipe or be a manufactured cap designed for the purpose. The connection of the existing tile drains and the entire installation of the new covered drain shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

The alignment of drains throughout shall be to the full satisfaction of the Town Drainage Superintendent and the Engineer. The whole of the work shall be done in a neat, thorough, and workmanlike manner to the full satisfaction of the Town Drainage Superintendent and the Engineer.

The Contractor shall lay the covered drain to the lines, levels and grades as shown in the accompanying drawings or as may be otherwise laid out and established by the Engineer prior to the time of construction. The Contractor will be held responsible for said lines, levels, and grades of the drain pipe. Should the Engineer determine that the Contractor has not satisfactorily adhered to such lines, levels, and grades, the Engineer may direct the Contractor to take up and relay any portion of the drain which does not conform to such lines, levels, and grades.

A laser beam shall be used to maintain line and grade and the Contractor shall have a qualified operator to set up and operate the equipment.

The Contractor should note that, because the covered drain is being installed with an excavator, it is expected that they will provide approximately 100mm (4") of either granular material or 20mm (3/4") clear stone bedding throughout the length of this drain pipe to ensure that a good firm base is provided under the drain pipe, and they shall provide for this item as part of their tender price.

All materials shall be stored and handled by the Contractor at its own expense. It shall be responsible for the safe storage of all materials, for obtaining storage area, for the safe transportation and distribution of all the materials at the job site, and for inspection in order to

determine defects and breakage. No additional recompense will be allowed the Contractor for any loss incurred by it in the storage and handling of the materials.

Pipe, fittings, and all accessory appurtenances must be loaded and unloaded by lifting with means of a hoist or utilizing a skid so as to avoid shock or damage. Under no circumstances shall any pipe material or materials for pipe appurtenances be dropped.

Pipes shall be laid in trenches in the general location shown on the accompanying drawings or as may be specifically directed and laid out by the Engineer at the time of construction. The trench shall be located to clear all existing utilities and structures above, on, or below the ground level. The Contractor will be responsible at all times for complete investigation to determine the location of all such utilities or structures known or unknown, and it shall indemnify and save harmless the Engineer and the Municipality for any responsibility, injury, or liability arising from and damage to such utilities or structures by the Contractor.

The Contractor shall further contact or notify such utility company or commission of its intention to carry out work in the area and co-operate with such utility company or commission in the location, maintenance, and preservation of all such utilities. The Contractor shall note that if the trench passes in close proximity to hydro poles, it shall temporarily brace or secure such poles as it deems necessary to prevent any damage to the utility. The location of the pipes and appurtenances as shown on the drawings is approximate and may be changed by the 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 Town Drainage Superintendent's or the Engineer's opinion, they may direct that the location of said trench be changed if it is possible to avoid unsound soil by doing so. The Contractor shall note that exploratory digs may be required by it to establish the depth of water services, particularly along the deepest portions of the proposed Municipal drainage system. The covered drain should clear all service connections that have been provided to the private lands, but the Contractor shall take steps to ensure that these are protected from any damage during the course of its works particularly where those service connections are shallow and may be just below the covered drain invert level. Where water services are impacted by the covered drain installation, the Contractor shall coordinate its lowering operations with the Town Water Department and ensure that all of their requirements are met, including notice to any Owners who may be affected by temporary shutdown of the water supply.

Should the Contractor discover any utility conflicts with existing utilities during the course of the work, that requires the relocation of same as established by the Engineer, the Contractor shall give that utility the opportunity to make any adjustments to their services if required, which work shall be done by the utility at the expense of the utility pursuant to Section 26 of the Drainage Act. The Contractor shall note that any water services that are to be lowered by them shall be done on a time and material basis. The Contractor shall provide all couplings, fittings, and pipe necessary to carry out any lowering of the water services to the individual properties. All work shall be carried out in accordance with the Town Water Department requirements for same and shall be completed to their full satisfaction including utilization of proper materials and disinfection procedures to ensure that no contamination of the existing water system will occur and there shall be no leaks.

All excavation shall be made in compliance with the drawings and in such a manner and at such depths and widths as will give ample room for installing the pipe, the bracing, sheeting, or otherwise supporting the sides of the excavation and for the pumping of ground water if

encountered. The Contractor is fully responsible for the safety of all its people and equipment and must conform completely to the provisions of the "Construction Safety Act".

The bottoms of the trenches must be carefully excavated and trimmed to the elevation and shape of the bottom of the pipe. The bottom of each trench shall be recessed to receive the pipe in order to allow the pipe to be uniformly supported on firm undisturbed earth or compacted bedding for its entire length. Corrections in depth of excavation caused by the Contractor excavating to an extent greater than that required for the elevation of the pipe shall be made by bedding the pipe with granular material 20mm (3/4") clear stone placed at the time that the pipes are being installed.

The trenches shall be excavated to the depths given by the Engineer and only as far in advance of the pipe installation as permitted by the said Engineer or the Town Drainage Superintendent.

If any part of the bottom of the trench is found to be unsound or in any way unsuitable in the Town Drainage Superintendent's or the Consulting Engineer's opinion to lay drain pipe, the Contractor shall remove as much material as may be required and shall replace same with sufficient approved granular material 20mm (3/4") clear stone to form a sound bed for the pipe. The Contractor shall be paid an extra for such additional excavation and for supplying and placing of the granular material in place of unsound soil as per the unit price established for same in the Form of Tender.

No extras will be allowed for excavating any hardpan, boulders, rocks, cobbles, ice, or other obstacles found in the excavation or in the line of the trench or for any pumping or bailing of water required in the execution of the work. The trench must be drained or pumped in order to avoid the necessity of making joints under water. The trench must also be drained to avoid any possibility of ground water entering the pipe in the trench until the installation has been successfully completed.

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

If the drain pipe is laid in freezing weather, the Contractor shall take all the necessary precautions to prevent damage to the pipe or to any of the materials used in the construction of the work. In addition, the Contractor shall take care that no frozen ground or backfill is placed in the trench backfilling adjacent to the drain pipe.

All drain pipes and the various other materials used in the placing of said pipe shall be installed in strict compliance with the manufacturer's recommendations.

The Contractor shall also be required, as part of the drain pipe installation, to satisfactorily connect all intercepted tiles or pipes into the new covered drain. When intercepted tiles or pipes are to be connected, the Contractor shall be required to neatly cut the pipe walls with either a hole saw, concrete saw or welding torch where applicable, and connect the existing tiles or pipes to the new covered drain with a mortar joint or where possible, a plastic connecting adapter. The Contractor shall provide all of the above equipment and materials required to connect all intercepted tiles or pipes at no extra cost to the project, and all of same shall be performed to the full satisfaction of the Town Drainage Superintendent or the Engineer and shall not be backfilled until it is inspected by them.

Backfill for the drain pipe shall be in accordance with the specifications noted previously. In any driveway entrance areas, the Contractor shall provide all granular backfill comprising Granular “B”, compacted to 98% S.P.D. to within 300mm of the underside of any existing driveway. The top 300mm of the granular backfill shall comprise Granular “A” compacted to 100% S.P.D. If the driveways have asphalt surfaces in the future, the top of the trench shall be completed with a minimum 90mm thick lift of hot mix HL-4 asphalt or to match the existing asphalt thickness, in maximum 50mm thick lifts. All asphalt shall be carefully placed and compacted in place with rollers or plate tampers to achieve 92% to 96% of maximum relative density in accordance with O.P.S.S. 310. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the covered drain. To ensure that no damage is caused to the proposed drain pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work.

The Contractor shall note that during future maintenance it will also be required to cut across any asphalt and concrete that may be intercepted by the covered drain work. Said areas shall also be restored utilizing hot mix asphalt or concrete placed in accordance with the requirements established previously in these specifications.

The Contractor shall take steps to protect all legal survey bars and markers during the course of its work. If any bars are removed or damaged, the Contractor shall arrange for a legal surveyor to replace same, all at its cost.

All of the work towards the construction of the covered drain shall be performed in a neat and workmanlike manner and the general site shall be restored to its original condition, and all of same is to be performed to the full satisfaction of the Town Drainage Superintendent and Engineer.

The Contractor will be required to provide topsoil and sod or seed and mulch all areas along the length of the new covered drain installation and areas where the old pipe has been removed that had a grass cover. Outside of the roadway limits the topsoil shall consist of good clean, dry loam, fine graded and compacted in place and ready for sodding or seeding and mulching in accordance with O.P.S.S. Form 802. The seeding and mulching operation shall be carried out according to O.P.S.S. Form 804 and all of this work is to be performed to the full satisfaction of the Town Drainage Superintendent and Engineer.

V. RESTORING SWALES AND FURROWS

The Contractor shall provide all labour, material, and equipment, in order to restore the swale drains and furrows to the lines, levels, and grades that existed prior to disturbance by the construction. The centreline of swales and furrows finished grade elevation and the finished cross section at various locations along the length of the drain are to match the adjacent and original portions of same. The Contractor shall be required to strictly adhere to this swale and furrow design unless otherwise directed and approved by the Engineer on the project. The drawings include the approximate location of the swales and furrows along the new covered drain pipe along the length of the drain. The Contractor shall adhere to same unless otherwise directed by the Town Drainage Superintendent or the Engineer.

The swale or furrow shall generally be constructed with a V-section, having minimum 4 horizontal to 1 vertical side slopes. All swales and furrows shall be graded to ensure positive flow of the surface drainage from the existing ones into the top of any catch basins that act as outlets for the particular swale or furrow section. All materials excavated from the swale or furrow, except

scavenged topsoil, including all deleterious materials shall be loaded up and hauled away and disposed of by the Contractor to a site to be obtained by it at its own expense.

All grassed swales and boulevard areas are to be completely restored with topsoil, seed, and mulch. Where required by the work, all disturbed and newly filled areas and surfaces of newly graded shallow swales shall be covered with approximately 50mm of topsoil fine graded. Across all other grass boulevard areas, the swale and drain banks shall be restored by utilizing a seed and mulch mix and shall be thoroughly restored to their pre-construction conditions. The placing and grading of all topsoil and seeding shall be carefully and meticulously carried out according to the specifications above. The Contractor shall provide watering of sod and seed areas in accordance with O.P.S.S. requirements. As part of the work, the Contractor must provide a full one (1) year guarantee on all sod, seeding, and mulching work, and will be required to repair all areas that erode or where the grass cover fails to catch. All work shall be meticulously done and completed in a good and workmanlike fashion to the full satisfaction of the Town Drainage Superintendent or the Engineer.

VI. ANCILLARY WORK

As part of the work, the Contractor shall ensure that all of the grouted connections for the new H.D.P.E. plastic pipe are grouted solidly and securely to the proposed concrete structures. The grout connection must be solid and thick enough to resist any head pressure build up and prevent leaking and washout of the pipe or surrounding soils. It is anticipated that a fillet of concrete with a surface length of a minimum 305mm at a 45 degree bevel will be required around the complete circumference of the H.D.P.E. plastic pipe to achieve same.

The Contractor shall be required to remove and dispose of the existing covered drain and catch basin and maintenance holes. Any deleterious and other materials not required for the restoration of the site shall be loaded up, hauled away, and disposed of by the Contractor to a site to be obtained by it at its expense.

The Contractor shall be required to restore any and all drain sideslopes and boulevard areas damaged by the covered drain installation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

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.

VII. ACCESS TO WORK

The Contractor is to note that its access to the work shall be off of Ferriss Road along the north side of the Quintigliani parcel easterly to the covered drain location. The Contractor shall have access along the covered drain for replacement including sufficient area around each C.B.M.H. to complete the installation.

The access through the parcels shall generally comprise of an area extending 8.0 metres in perpendicular width along the length of the drain. The Contractor may also access the entire width of the adjacent public roadway.

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 or through the private lands in order to get to the site of the proposed works. Protection of landscaping and vegetation will be a particular concern along the lawn areas of the residential properties. Any accesses or areas utilized in carrying out the works are to be fully restored to their original conditions by the Contractor, including topsoil placement and residential lawn restoration with seed and mulch as directed by the Engineer or the Town Drainage Superintendent. Restoration shall include, but not be limited to, all necessary levelling, grading, shaping, topsoil placement, and granular required to make good any damage caused. Should the Contractor damage any concrete slab areas or sidewalks, the Contractor will be required to remove the broken materials and restore the area using concrete with a minimum 30 MPa strength at 28 days with $6\% \pm 1\%$ air entrainment. All concrete surfaces shall be finished to match as closely as possible to the existing concrete adjacent to the repair areas. The Contractor shall dispose of all removed material, supply, and place the concrete, and complete all repairs to the full satisfaction of the Town Drainage Superintendent and the Engineer.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

The extent of the brush and trees along the area of the work is fairly limited. Where there is any brush, trees or rubbish along the course of the drain, including the full width of the access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped, hauled away or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put in piles by the Contractor in locations where they can be safely chipped and shall be hauled away and disposed of by the Contractor at its expense. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or 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 along the course of the work.

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.

Any trees that need to be removed on any residential lot shall be cut and the stumps removed by careful excavation or grinding to prevent damage to any structures. Brush and bushes along any open drain shall be cut to ground level. The removal of rubbish and bulrushes or other debris shall be included in the Contractor's rate of payment for excavation. No excavation shall occur until after brush clearing and close cutting is completed.

The Contractor shall be required to remove any and all tree roots or stumps which obviously cause obstructions to the installation of the drain. If encountered and directed by the Town Drainage Superintendent or the Engineer, they shall be removed and be chipped or hauled away together with the rest of the trees and brush at no extra cost to the project.

VI. FENCING AND DECORATIVE LANDSCAPING

Where it is necessary to take down or remove any fence or decorative landscaping to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence or decorative landscaping is located. The Contractor will be required to exercise extreme care in the removal of any fencing or decorative landscaping so as to cause a minimum of damage to the same. The decorative landscaping material such as brick pavers, border walls, plants and bushes shall be carefully put aside so that the owners may re-use or dispose of the material. Any materials no longer required by the owners shall be hauled away and disposed of by the Contractor.

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 replacing of the same. When any fence is removed by the Contractor, and the owner thereof deems it advisable and procures new materials 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. EXCAVATION AND DISPOSAL OF FILL

The Contractor is advised that the installation of the new covered drain may result in a small surplus of fill materials. Any extra materials not required for the restoration of the site shall be loaded up, hauled away, and disposed of by the Contractor to a site to be obtained by it at its expense. During the course of its excavation operations, the Contractor shall salvage sufficient topsoil materials to carry out any restoration required to the field, grass and lawn areas of the project site.

In all cases, the disposal of any trucked extra or deleterious material will be the responsibility of the Contractor and any work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall ensure that any permits required for fill disposal are obtained from the appropriate authority. The Contractor will be responsible for keeping all private and public roadways free and clear of mud and debris resulting from its use of same for access and hauling purposes.

VIII. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility, or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Essex and the Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Essex or the 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 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) 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.
- g) 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.
- h) 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 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 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.
- 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 Town of Essex and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- 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

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.

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- 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.

APPENDIX "REI-A"

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

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

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

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

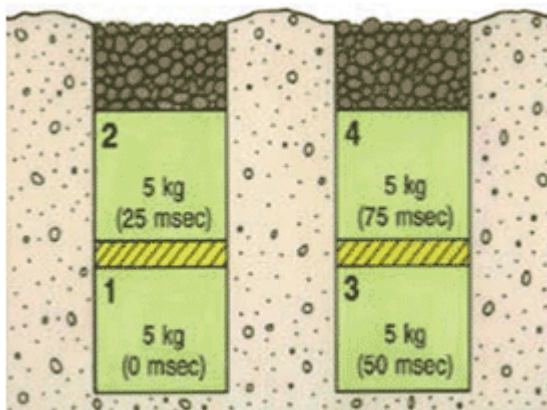
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish 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

SECTION II

SPECIFICATIONS

FOR FISH SALVAGE

GENERAL
SECTION 201

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

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

MATERIALS
SECTION 202

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

CONSTRUCTION
SECTION 203

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

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

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

MEASUREMENT AND PAYMENT
SECTION 204

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

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 MUSSEL SPECIES

7. Activities undertaken in Sensitive Areas for Mussels

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 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 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

8. Training and Required On Site Materials for Turtles

- 8.1. 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.

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

- 9.1. Subject to section 9.2, 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.
- 9.2. Section 9.1 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.

10. Measures for Encounters with Turtles During a Sensitive Period

- 10.1. 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.

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

- 11.1. 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.

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

- 12.1. 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 13.1;
- (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 13.1;
- (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.

13. Release of Captured Individuals Outside of a Sensitive Period

- 13.1. Where uninjured individuals are captured under section 12.1, 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.
- 13.2. Following a release under section 13.1, 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.

14. Measures for Dead Turtles

- 14.1. 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

15. Training and Required On Site Materials for Snakes

- 15.1. 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.

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

- 16.1. 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.

- 16.2. 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 20.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 16.3. 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.

17. Measures for Encounters with Snakes During a Sensitive Period

- 17.1. 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.

18. Measures for Encounters with Snake Nests

- 18.1. 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.

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

- 19.1. 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 15;
 - (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 20.1;
 - (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 20.1;
 - (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.

20. Release of Captured Individuals Outside of a Sensitive Period

- 20.1. Where uninjured individuals are captured under section 19.1, 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.
- 20.2. Following a release under section 20.1, 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.

21. Measures for Dead Snakes

- 21.1. 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

22. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 22.1. 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

23. Additional Measures for Butternut

- 23.1. 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,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

24. Measures for Other Trees

- 24.1. Where Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut within the Work Zone during work planning site visits;
 - (b) avoid disturbance to all individuals identified under (a) above, 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 where any of the individuals occur,
 - (ii) working around trees,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

25. Compliance Monitoring.

- 25.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 25.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

26. Reporting

- 26.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 25.1 and 25.2 during the previous twelve months to the MNR Designated Representative.

27. Review

- 27.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

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.

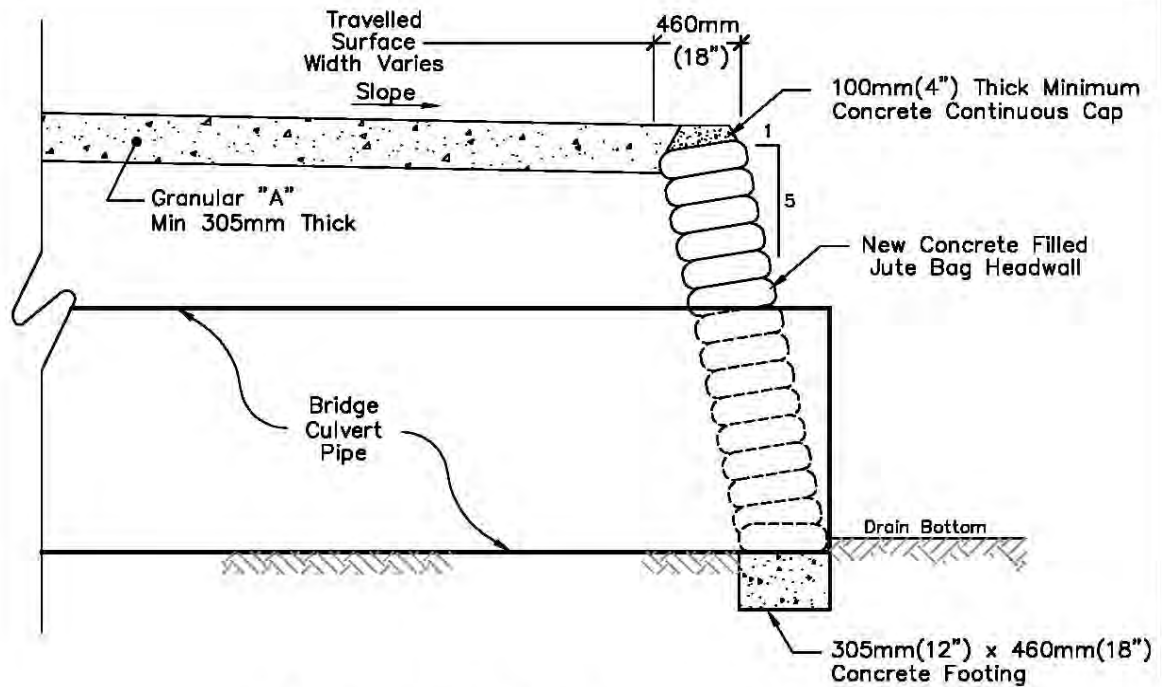
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original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

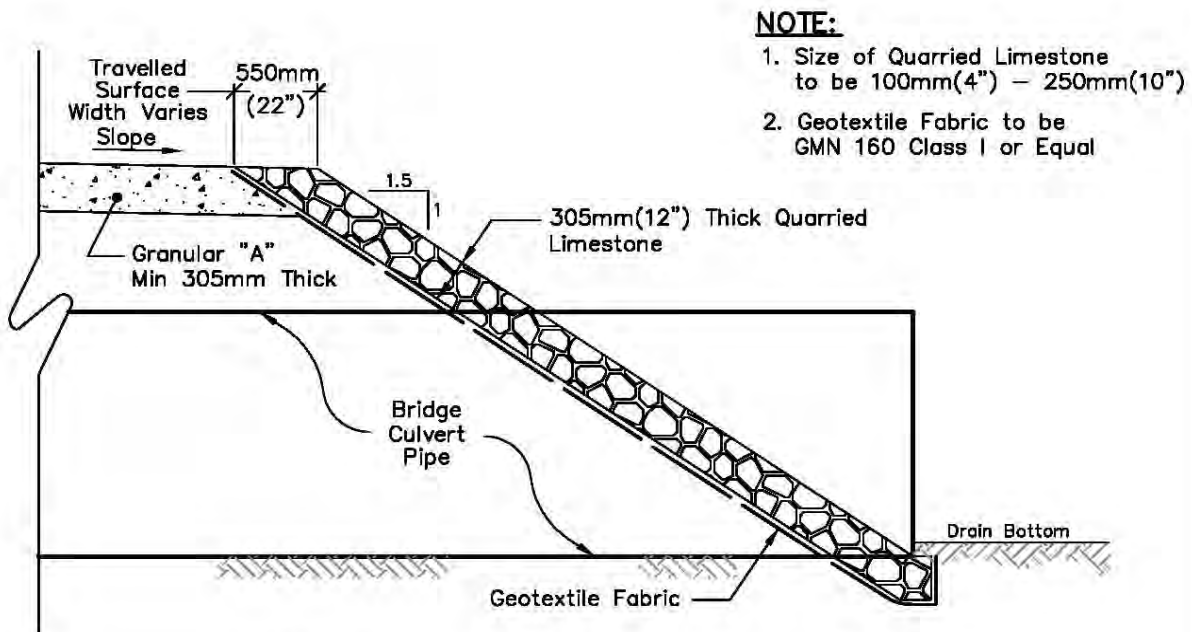
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

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.

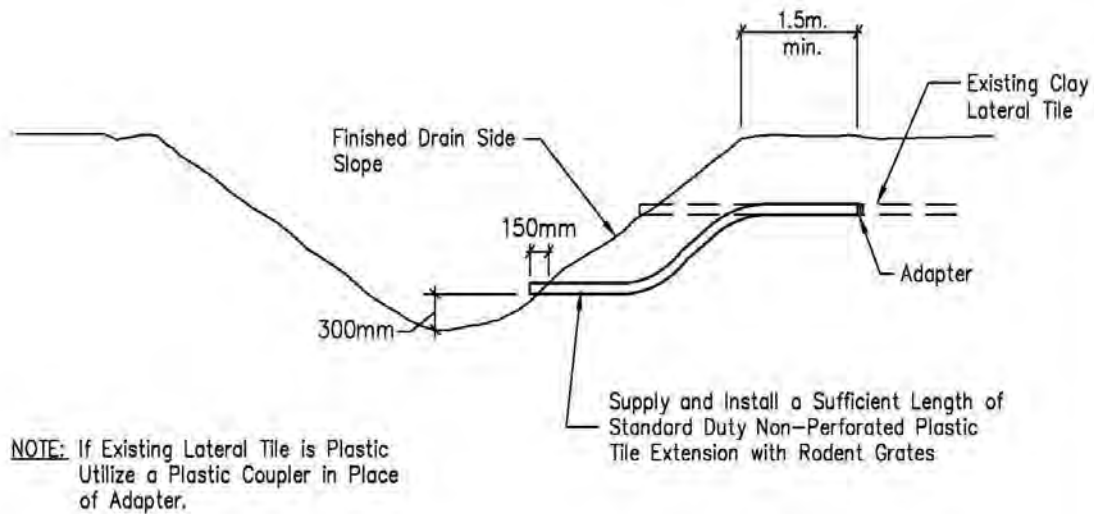


Typical Jute Bag Headwall



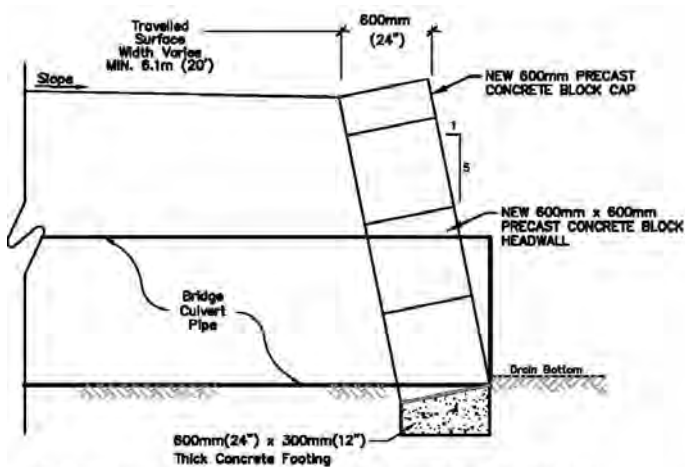
Typical Quarried Limestone End Protection

Rood Engineering Inc.
Consulting Engineers
 9 Nelson Street
 Leamington, Ontario N8H 1G6
 519-322-1621



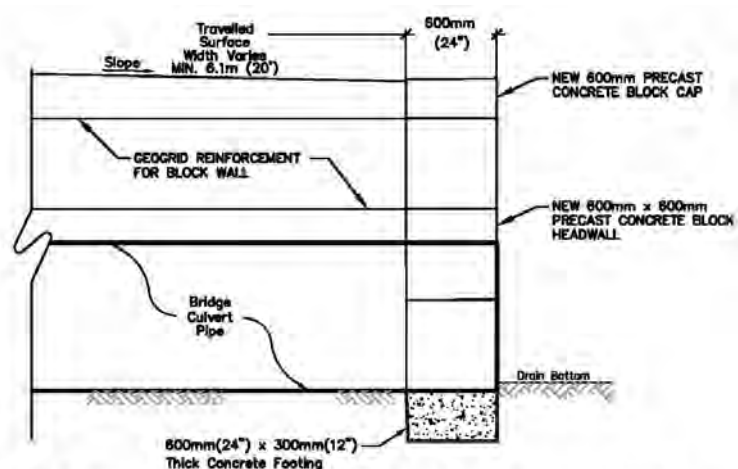
STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.

Block Headwall Installation Instructions for Culverts

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

APPENDIX "REI-D"

General Conditions not required

APPENDIX "REI-E"

PLAN, PROFILE & DETAIL

OF THE

SZAKACS DRAIN

REPAIR AND IMPROVEMENT

(Geographic Township of Colchester South)

IN THE

TOWN OF ESSEX

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Rood
GERARD ROOD, P.ENG.

ROOD
ENGINEERING
INC.

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

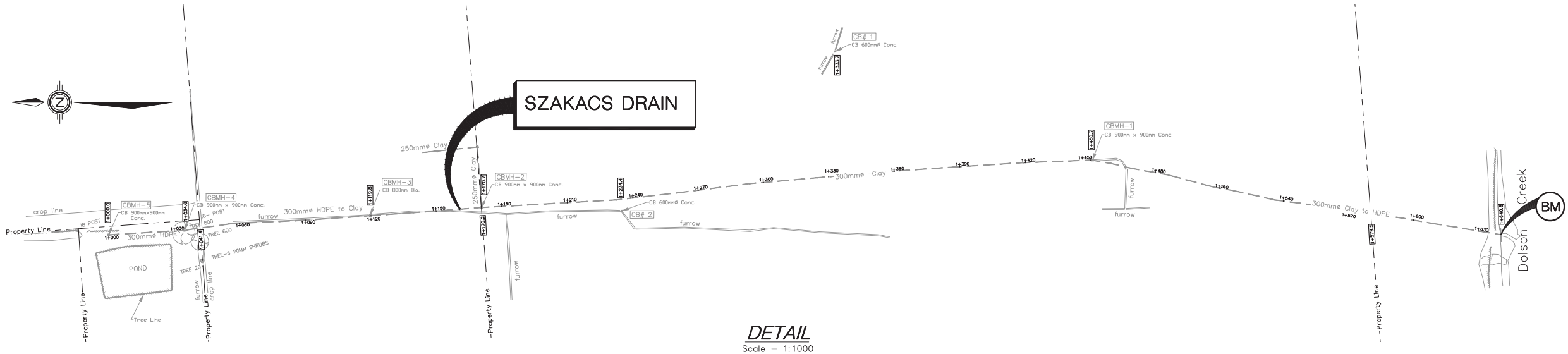
REGISTERED PROFESSIONAL ENGINEER
G. ROOD
2020-10-29
PROVINCE OF ONTARIO

DATE: October 20th, 2020

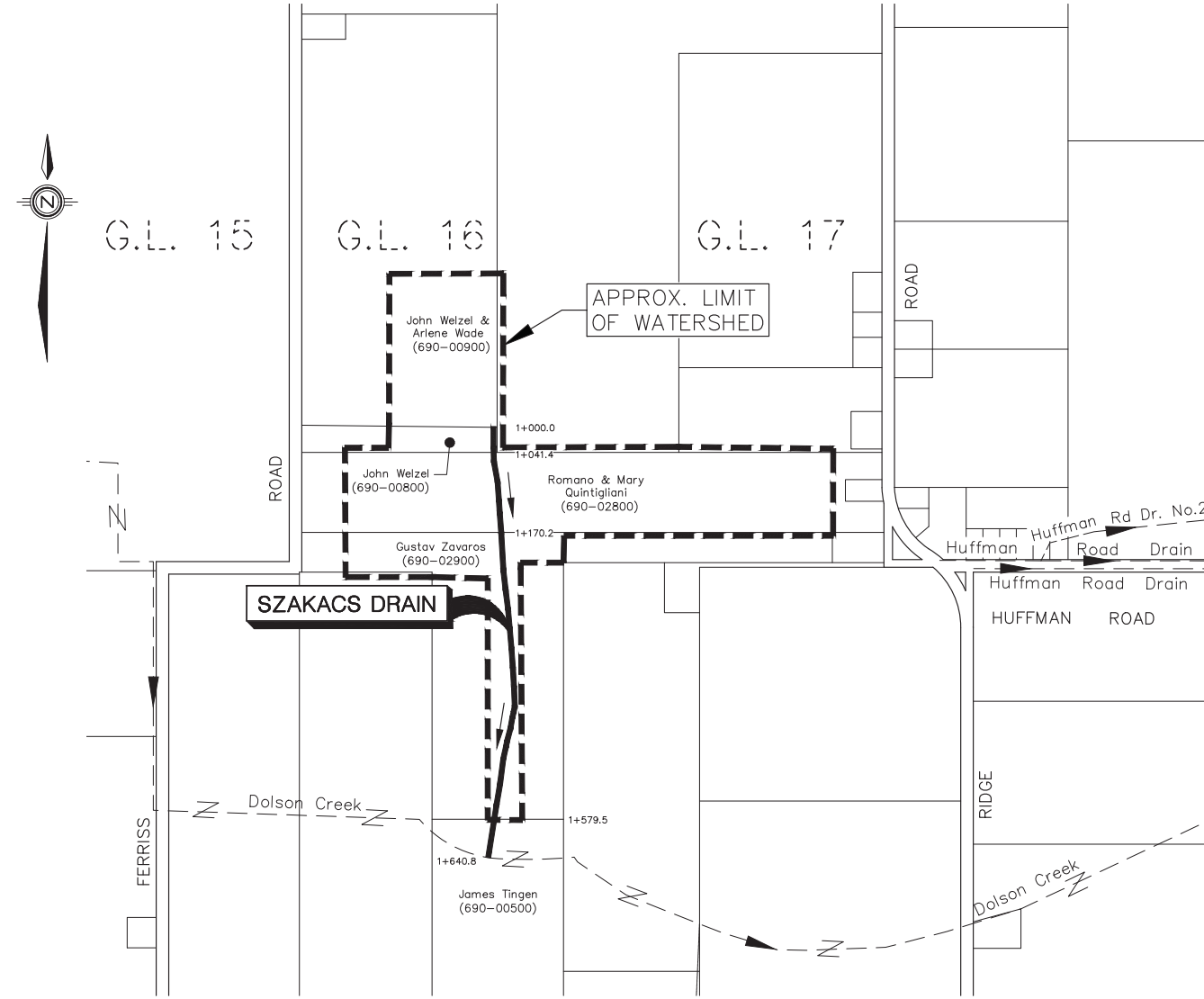
TOWN OF ESSEX

MAYOR: Larry Snively
CLERK: Robert Auger
DRAINAGE SUPERINTENDENT: Lindsay Dean, B.Sc.

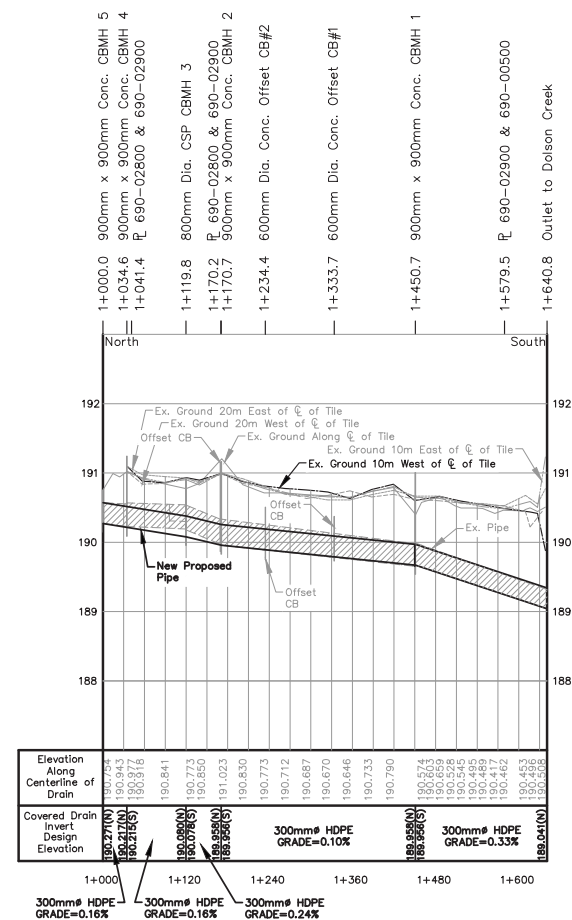
BENCHMARKS:
TOP OF HEADWALL AT SOUTH OUTLET OF DRAIN
AT DOLSON CREEK
ELEV. = 190.232



DETAIL
Scale = 1:1000



WATERSHED PLAN
Scale = 1:5,000

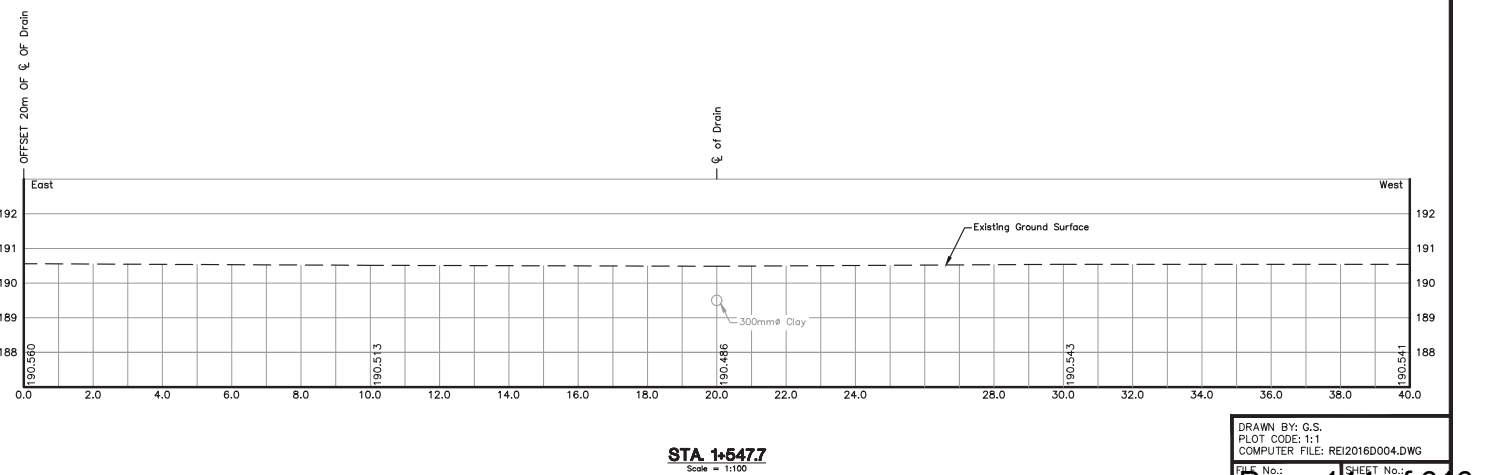
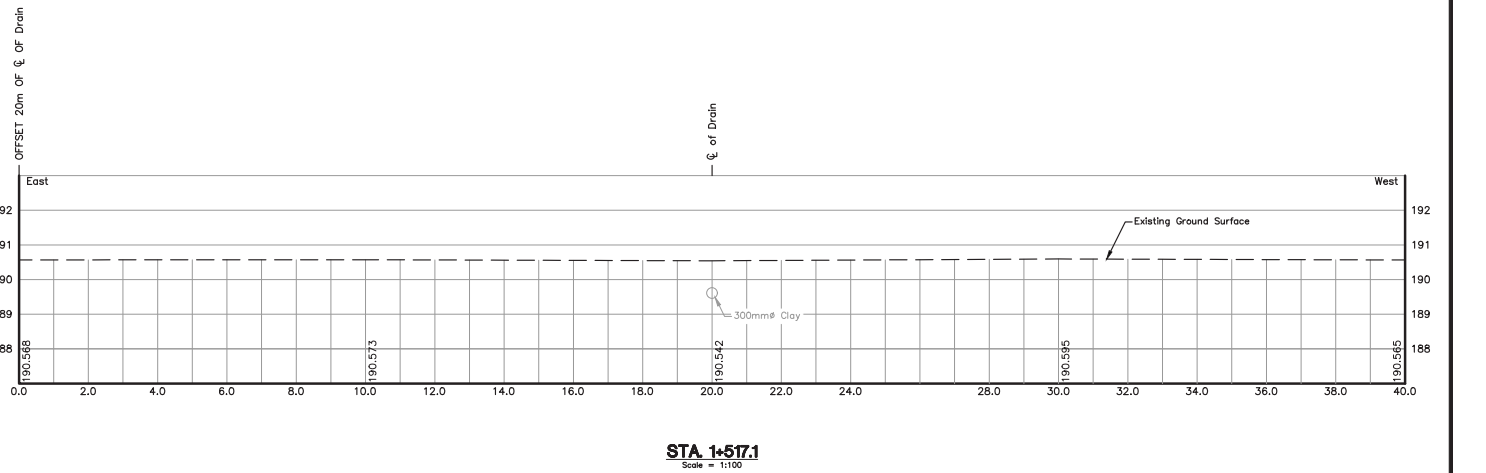
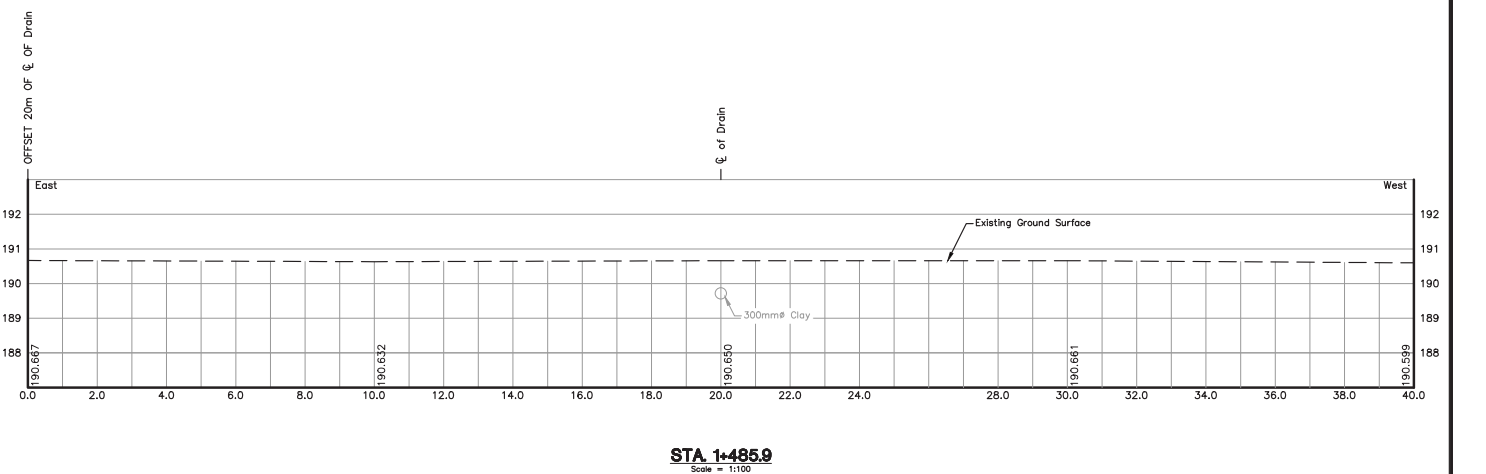
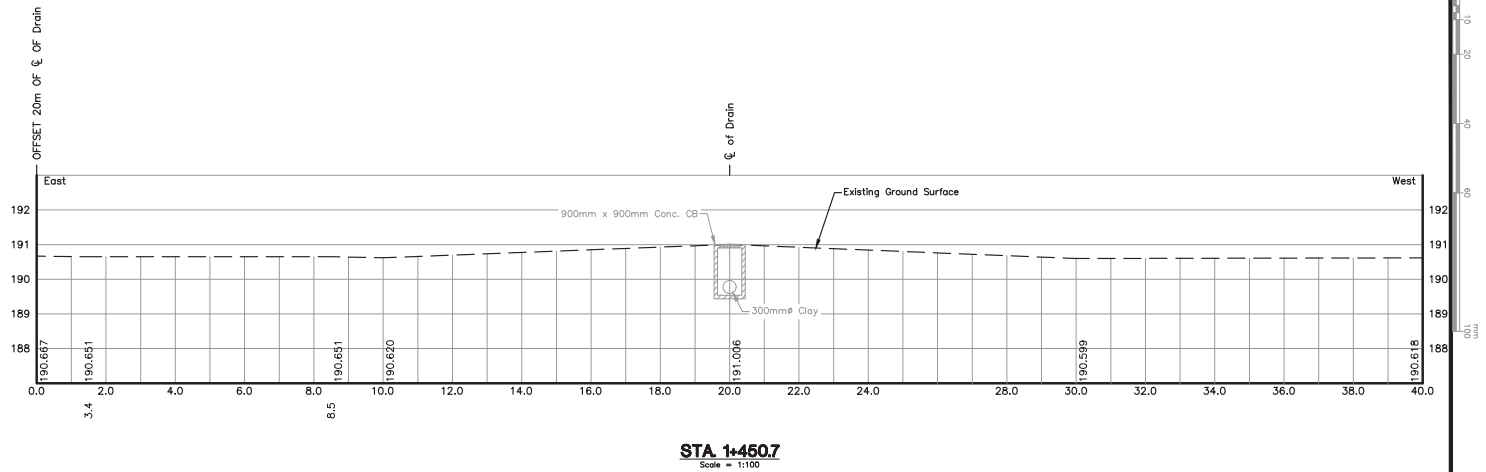
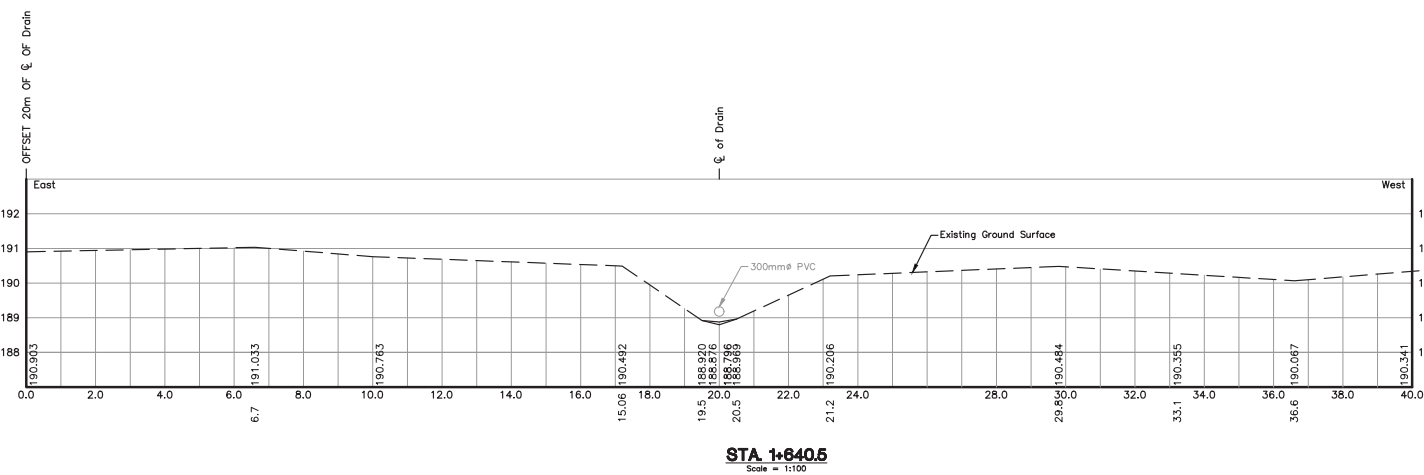
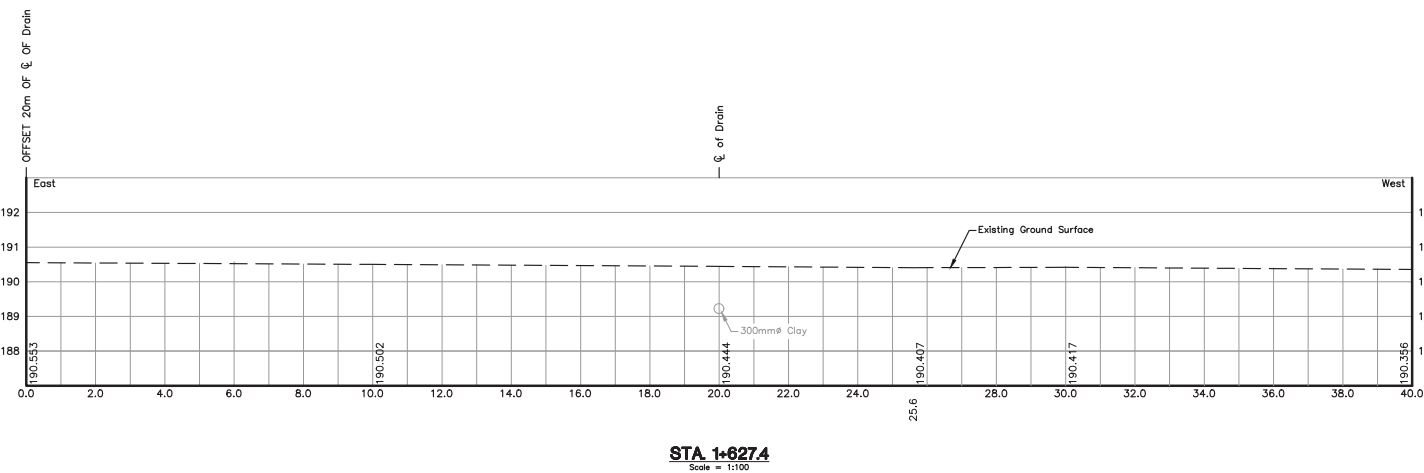
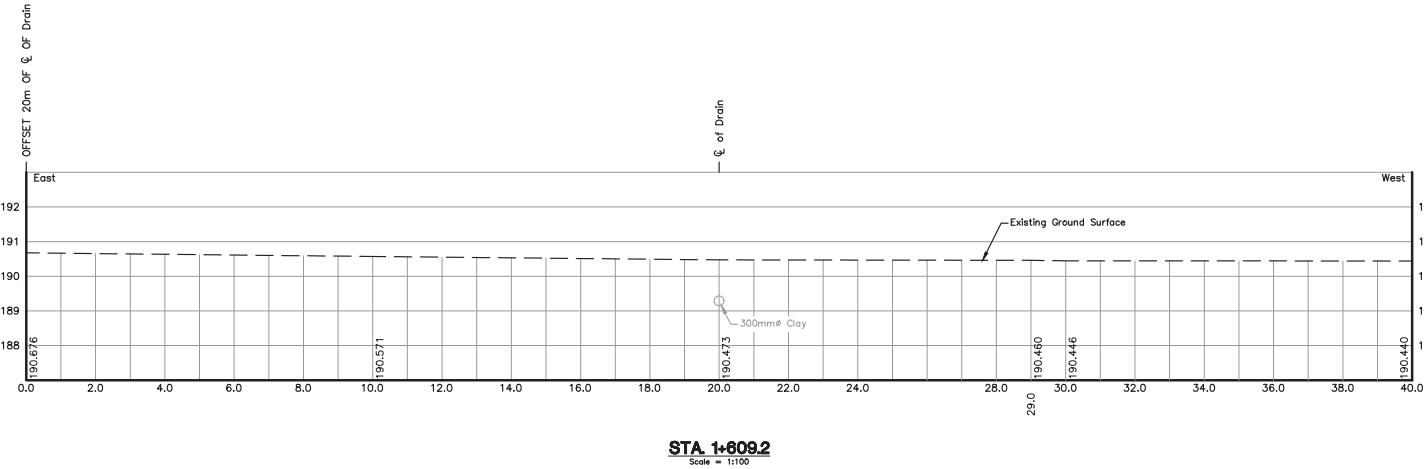
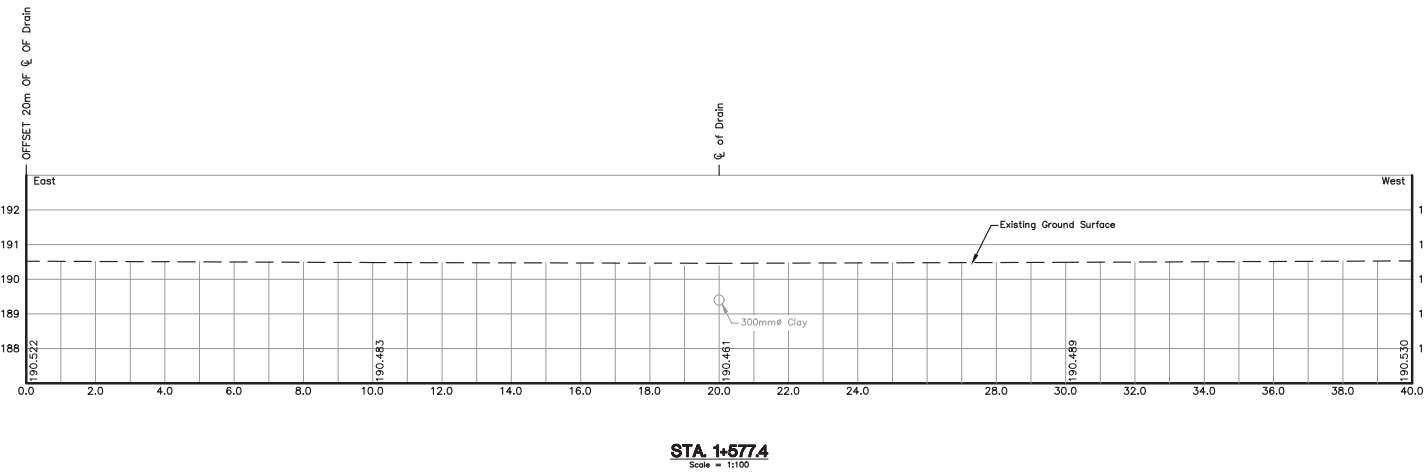


PROFILE SZAKACS DRAIN
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1:50 vert.

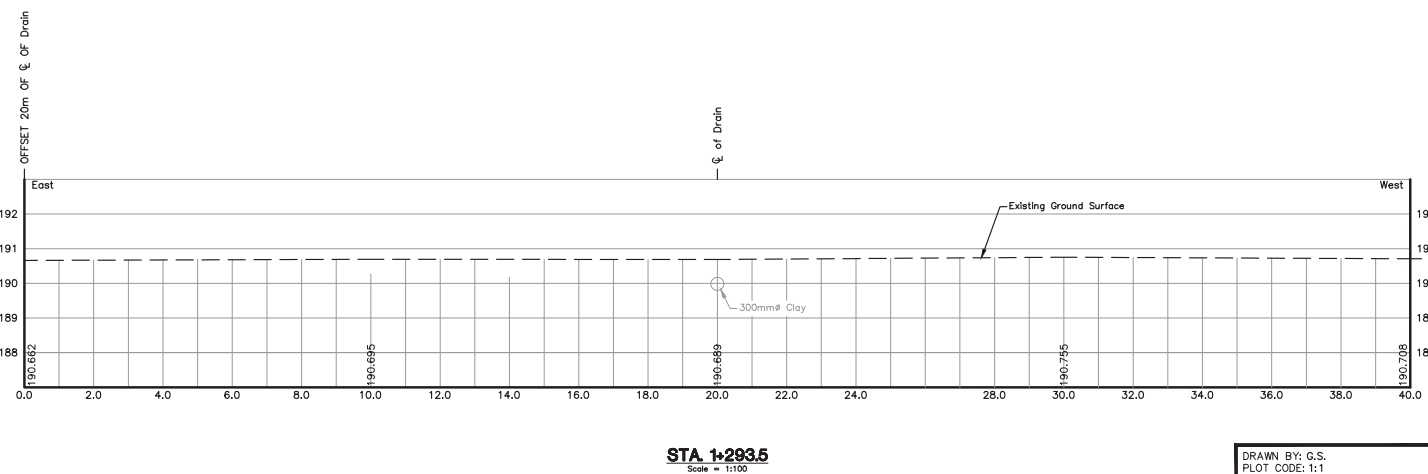
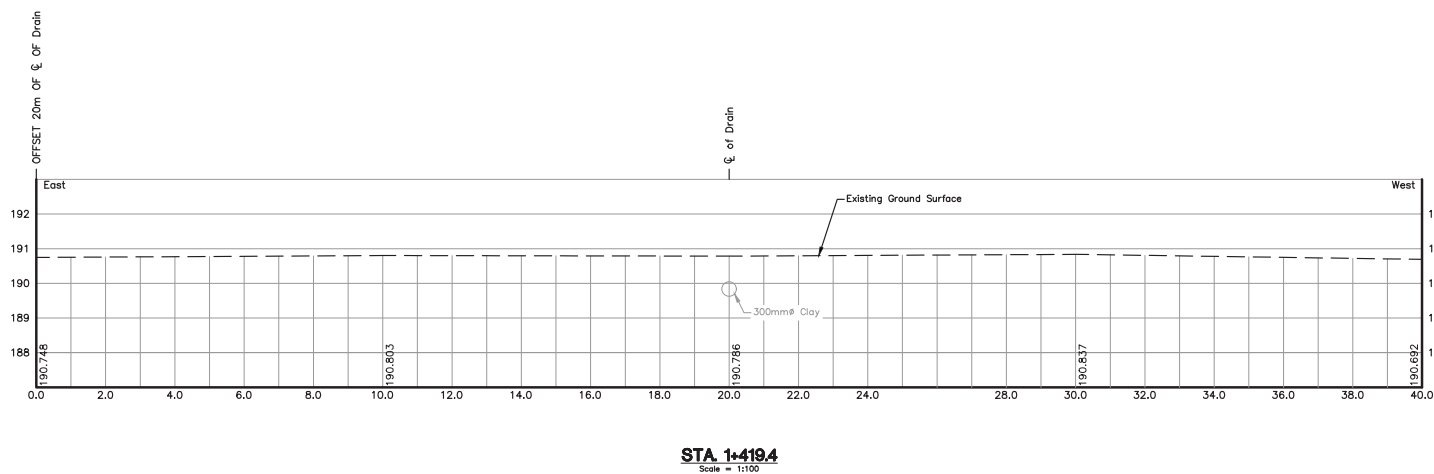
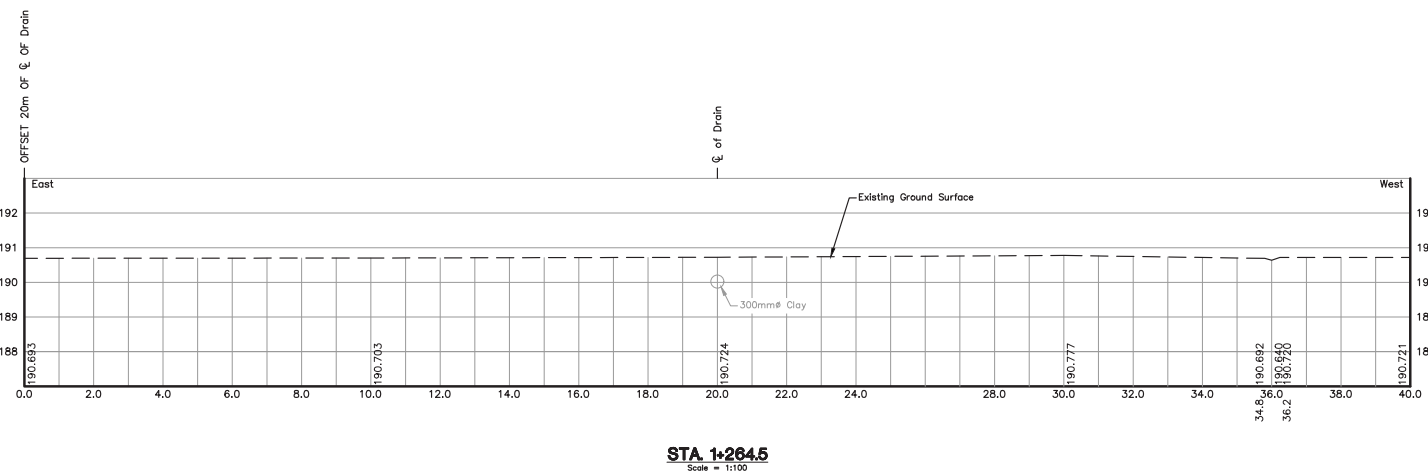
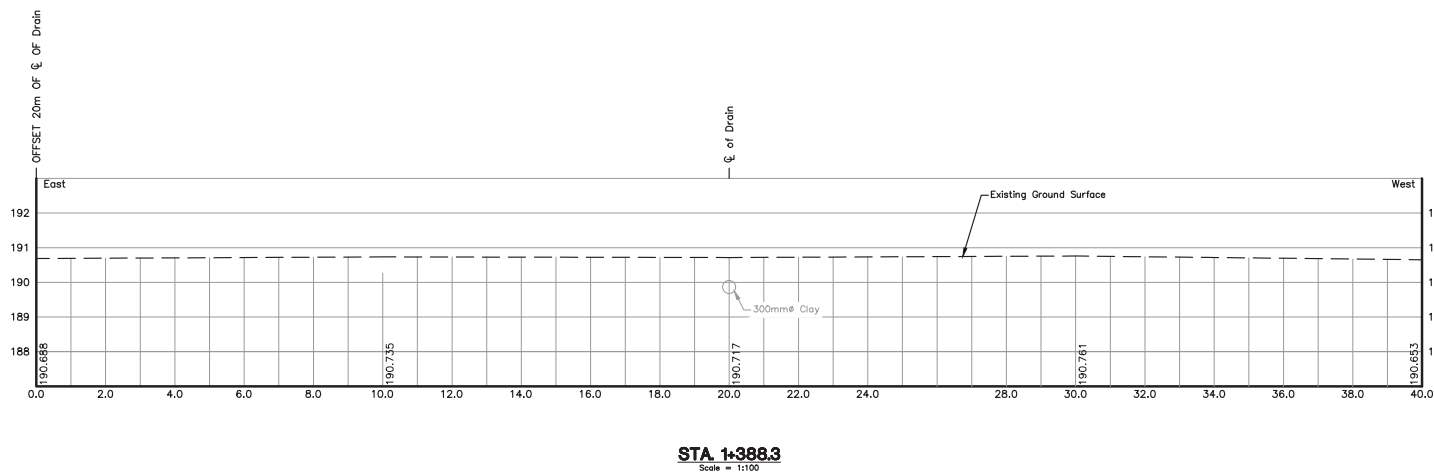
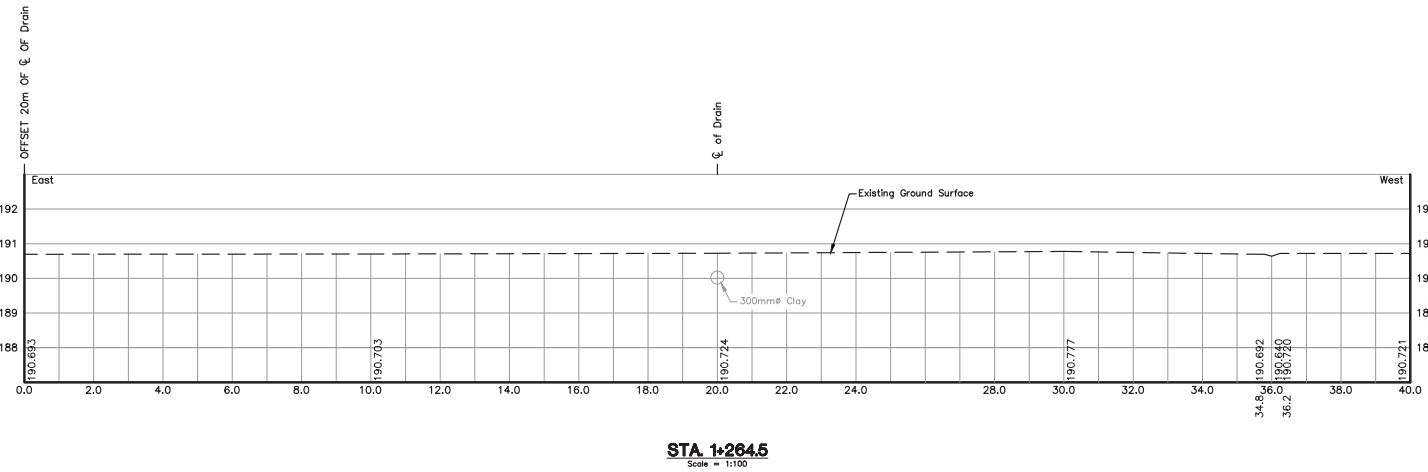
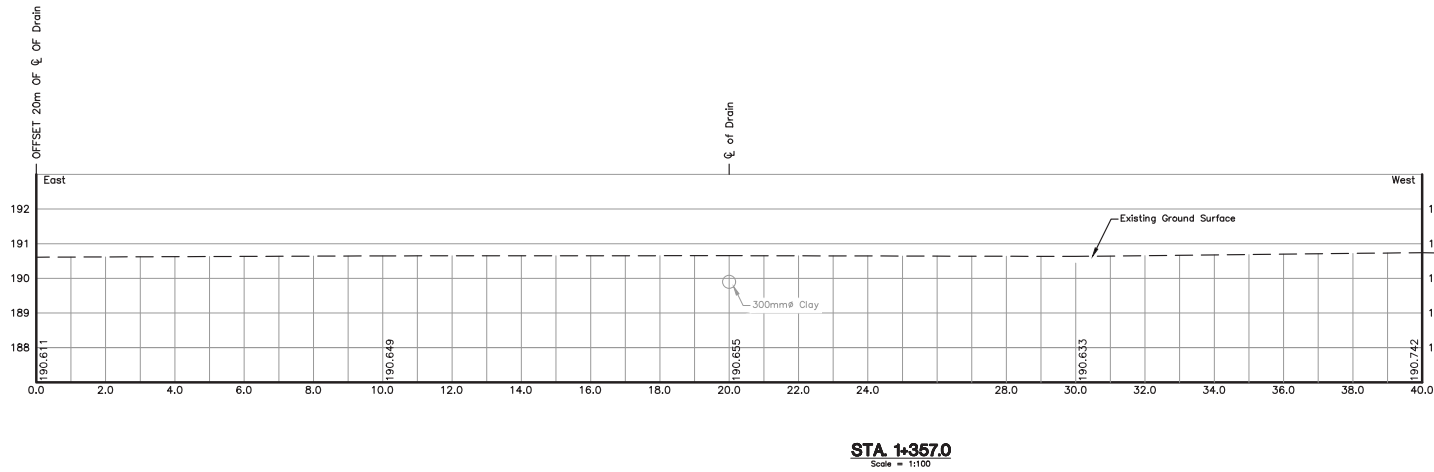
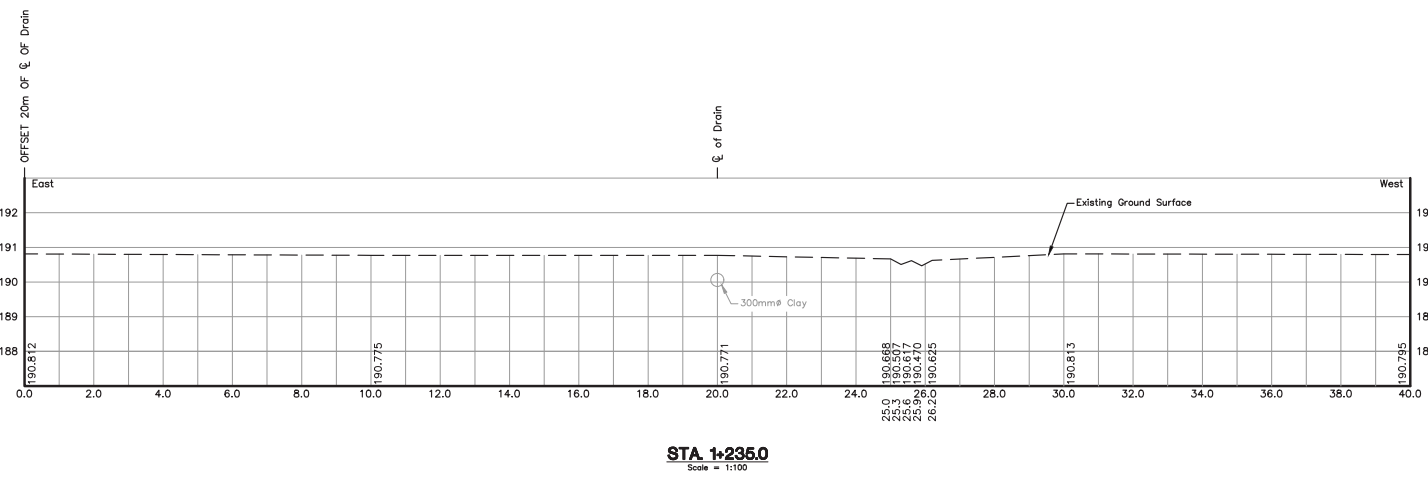
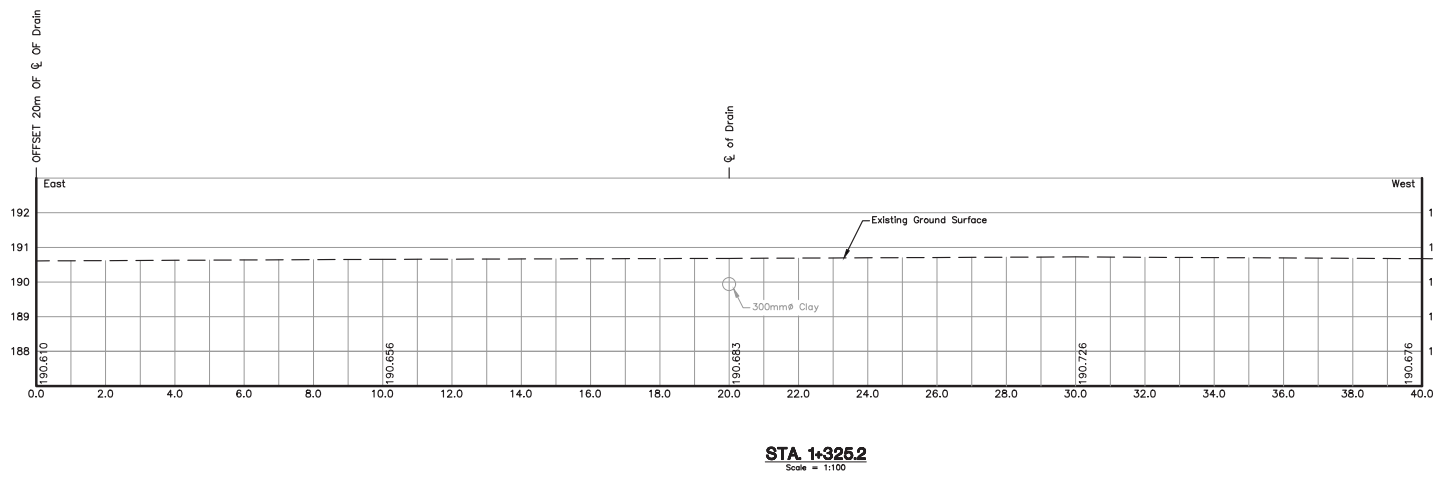
THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

DRAWN BY: G.S.
PLOT CODE: 1:1
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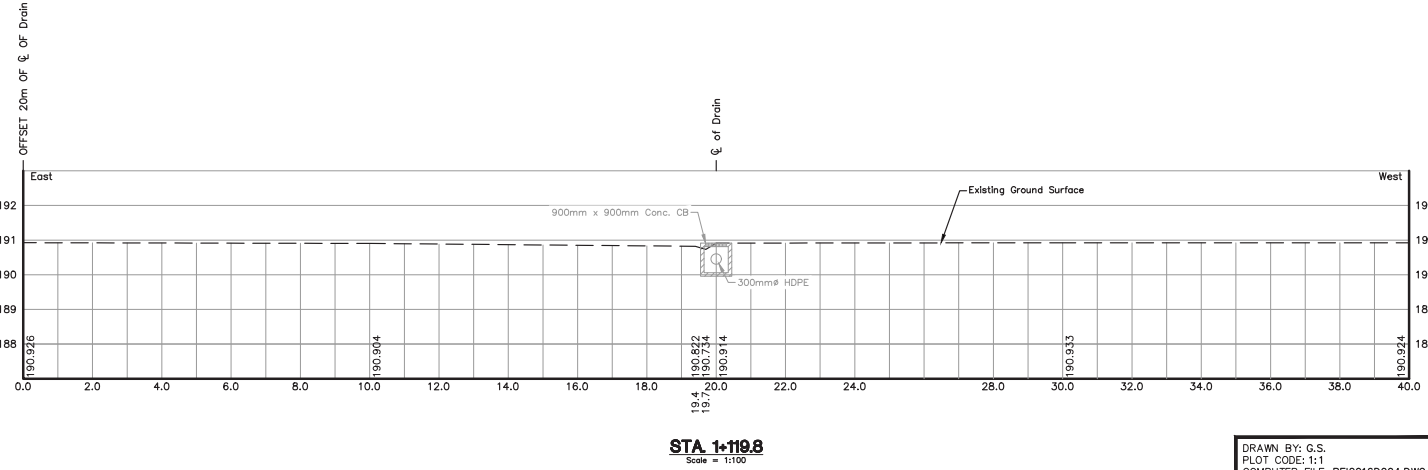
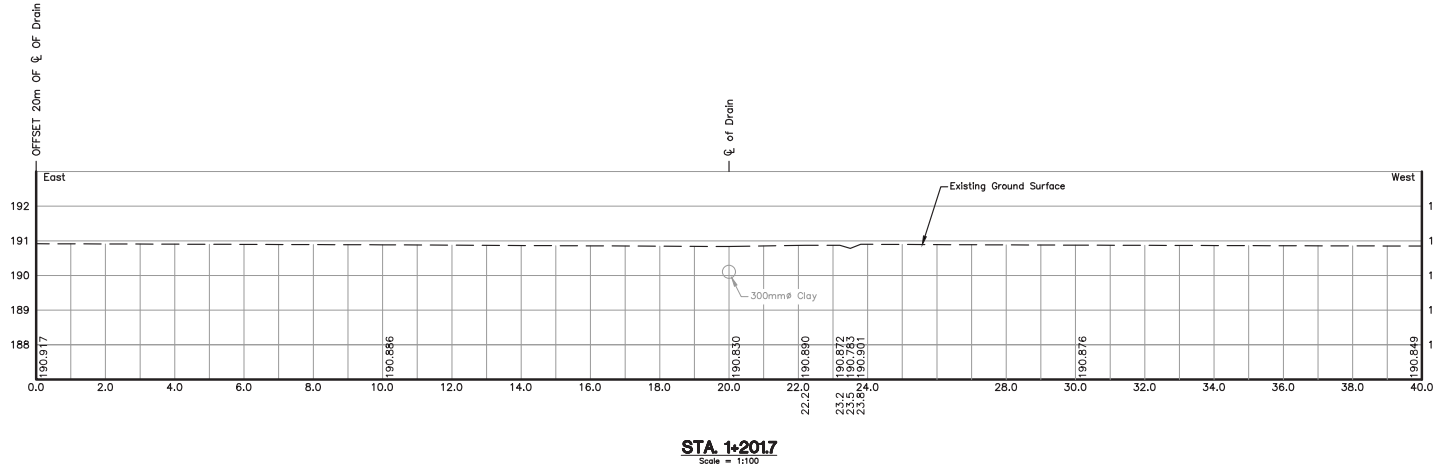
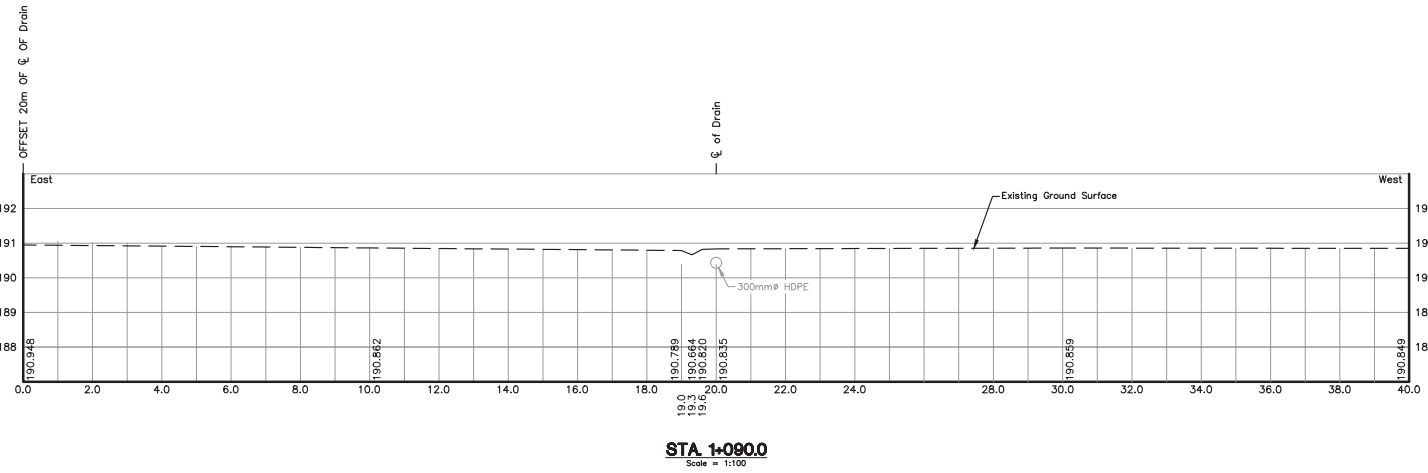
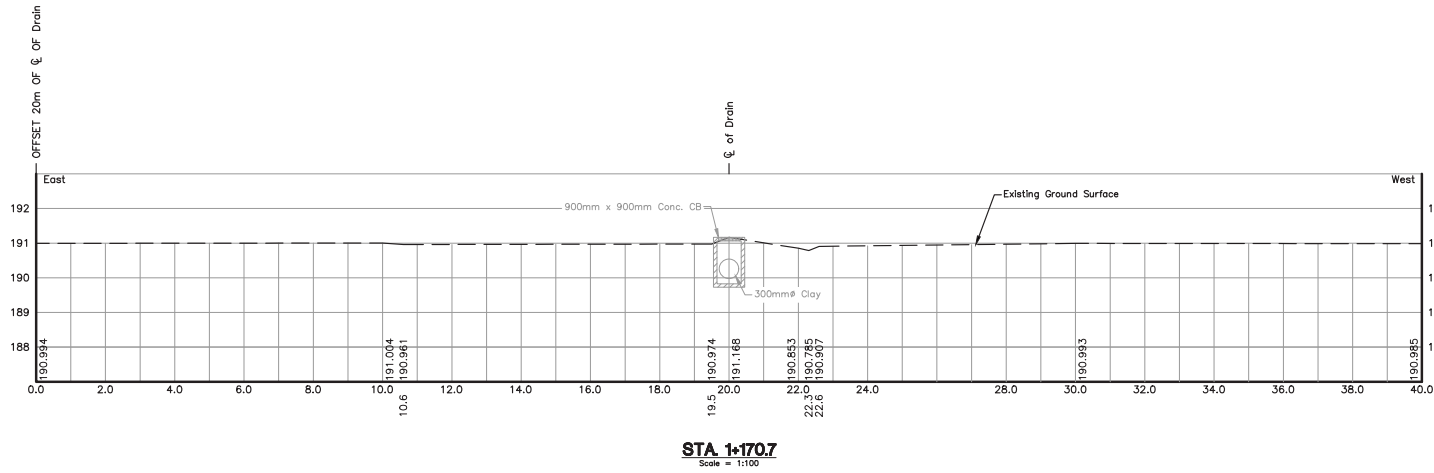
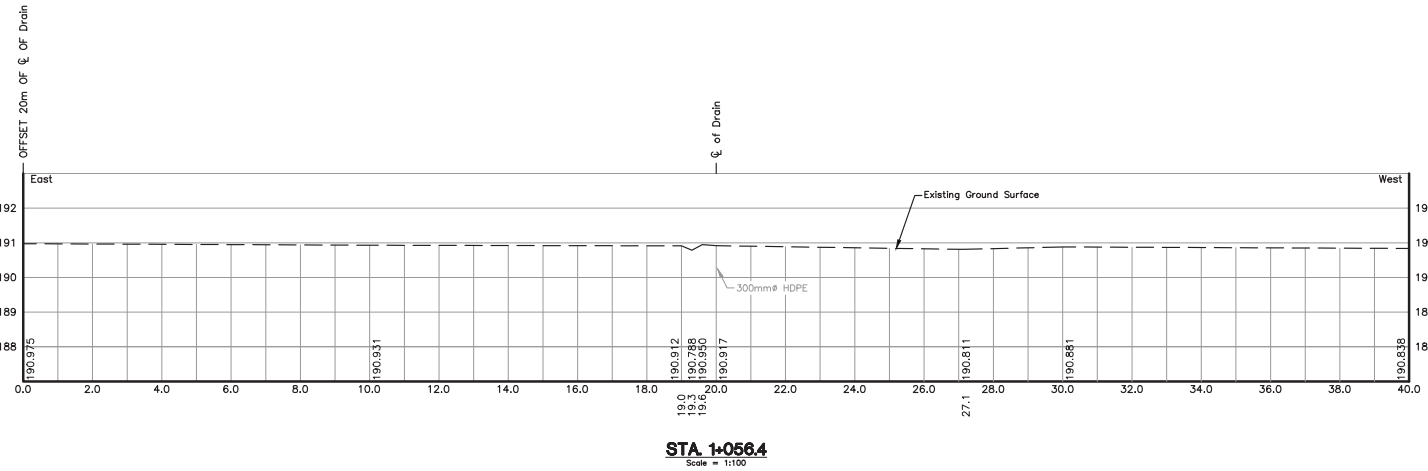
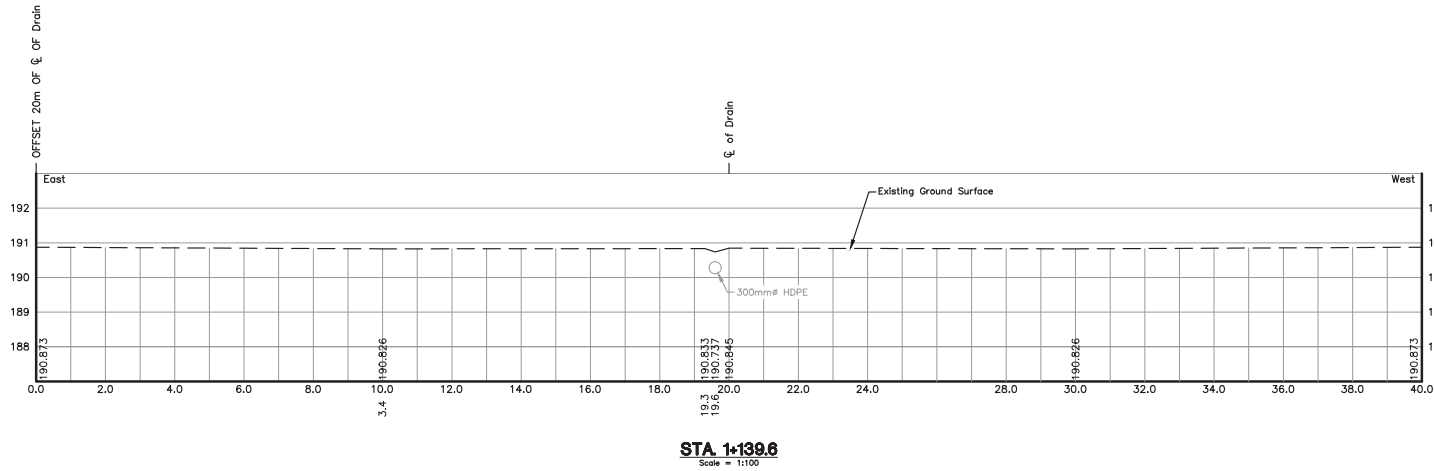
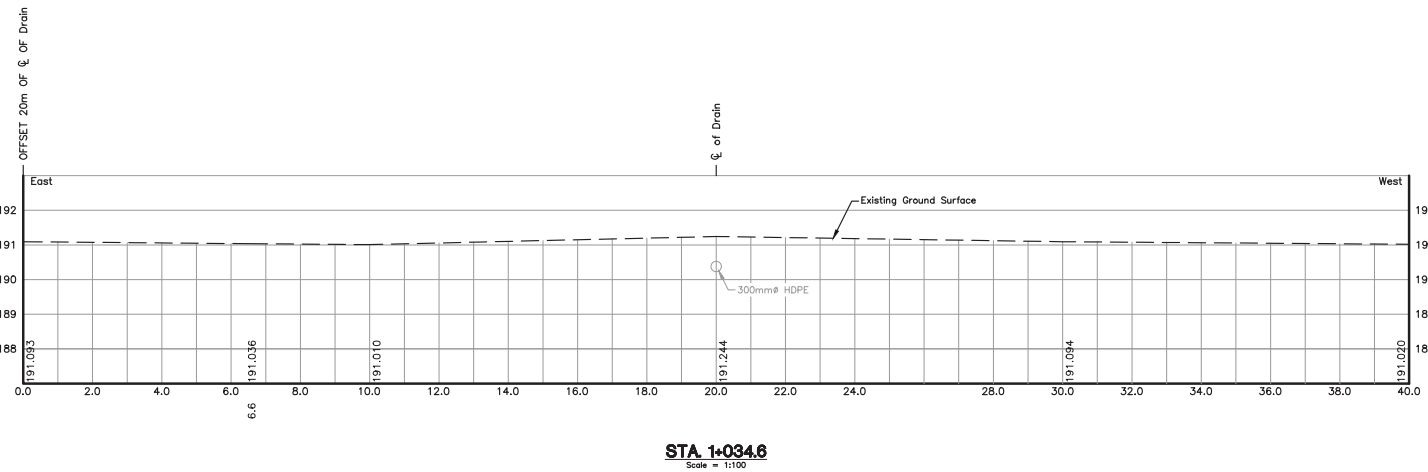
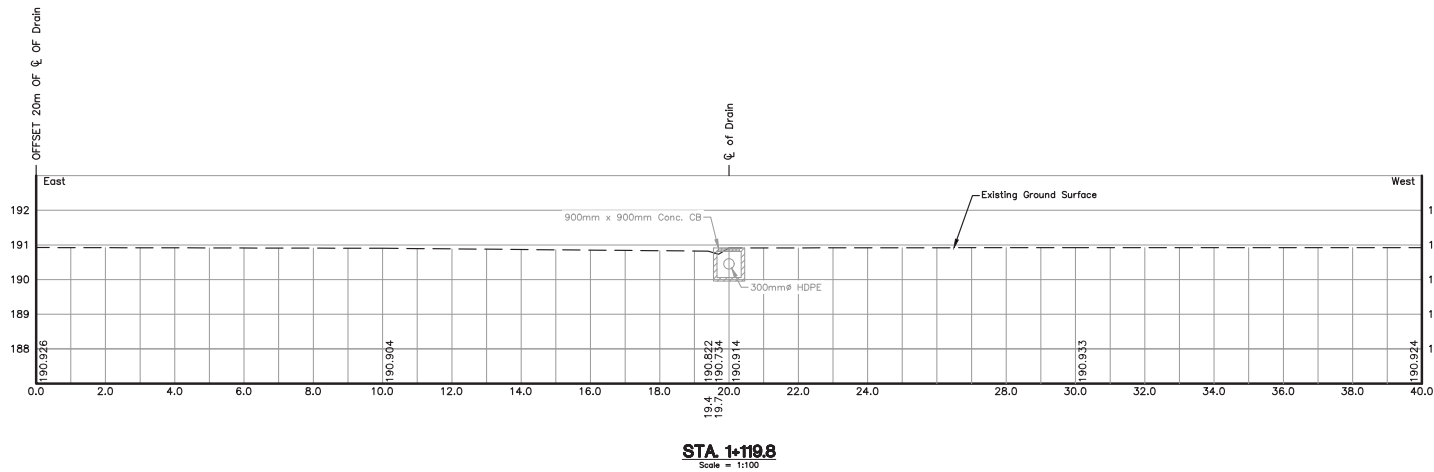
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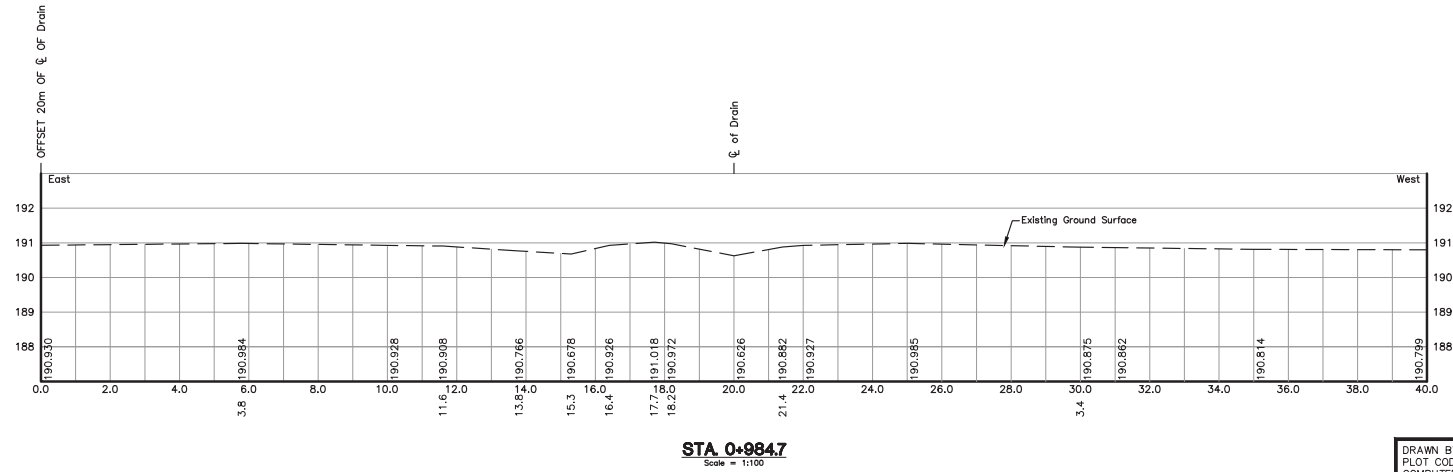
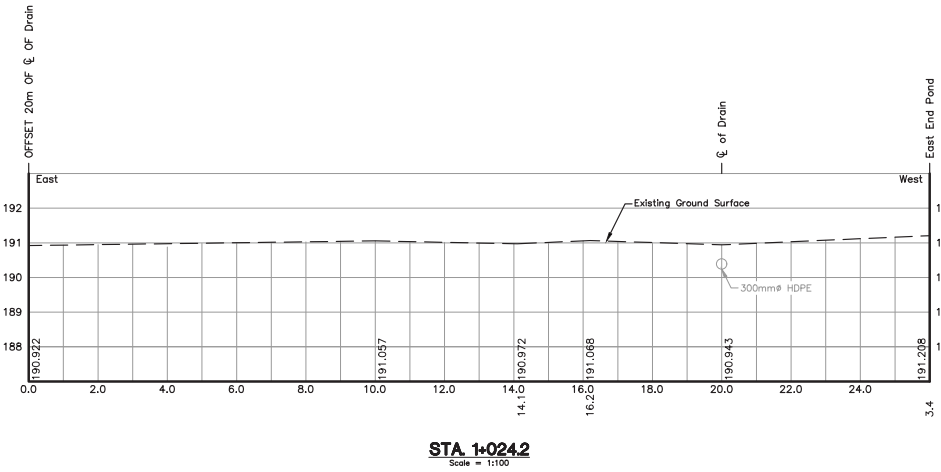
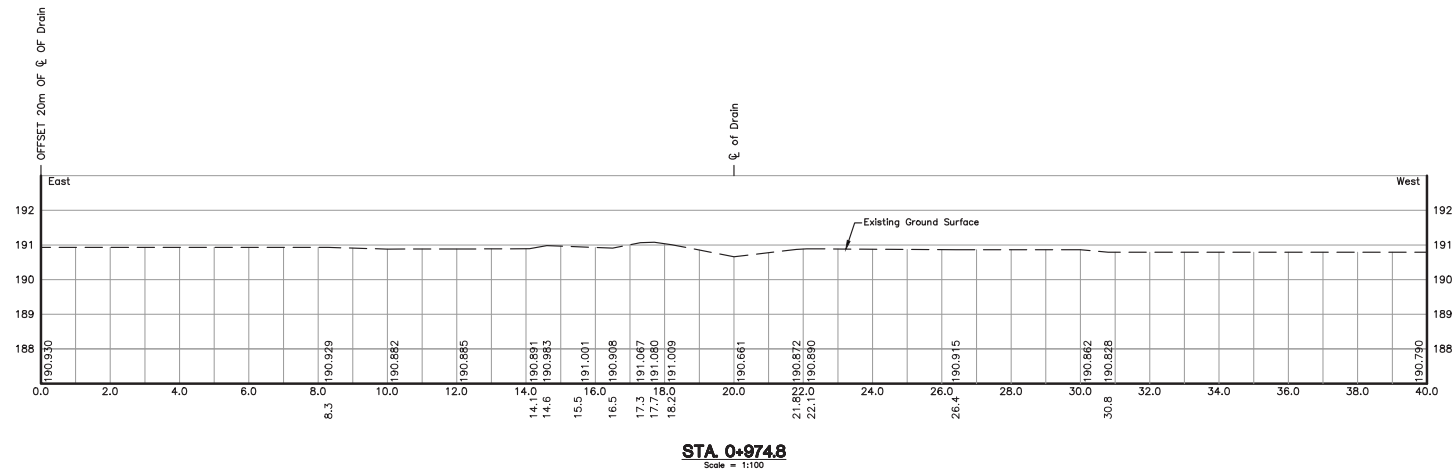
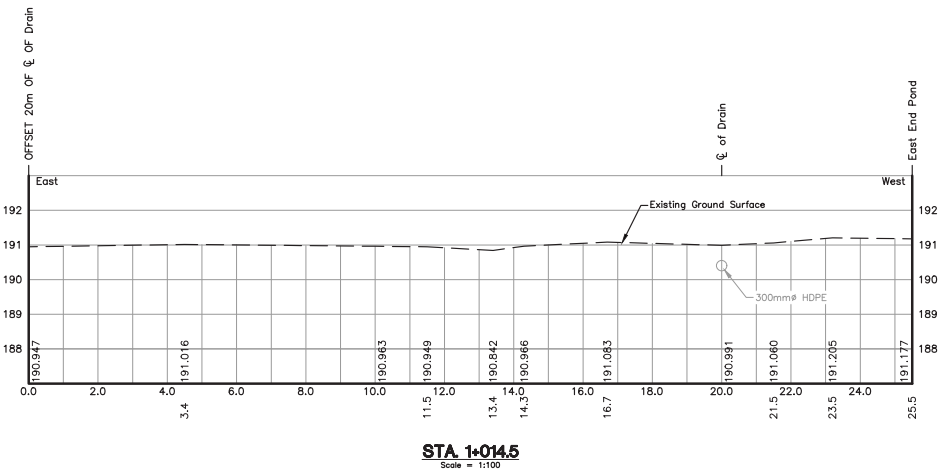
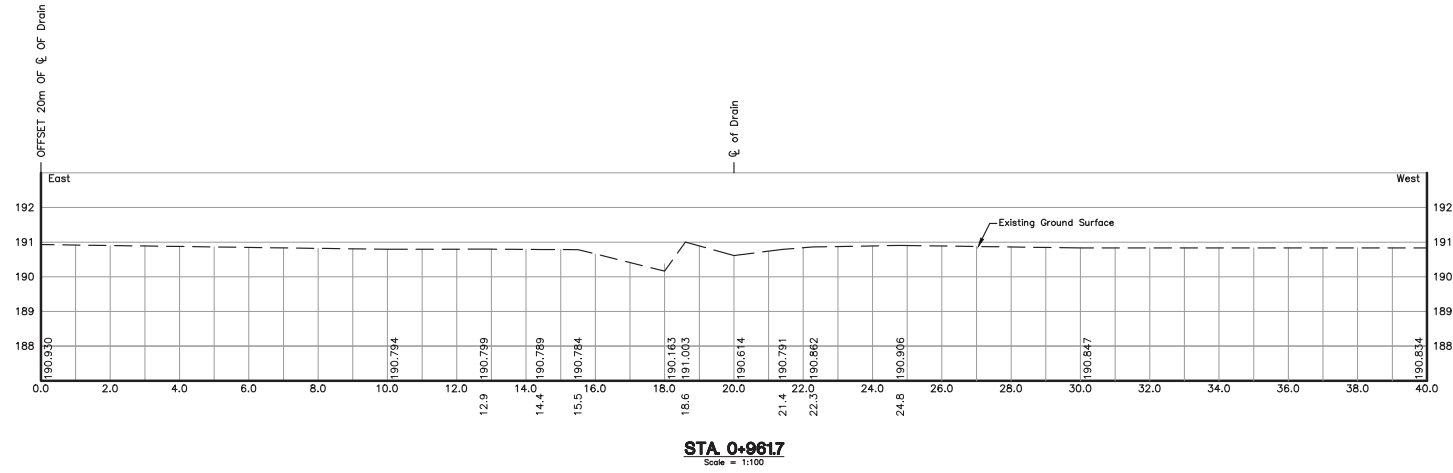
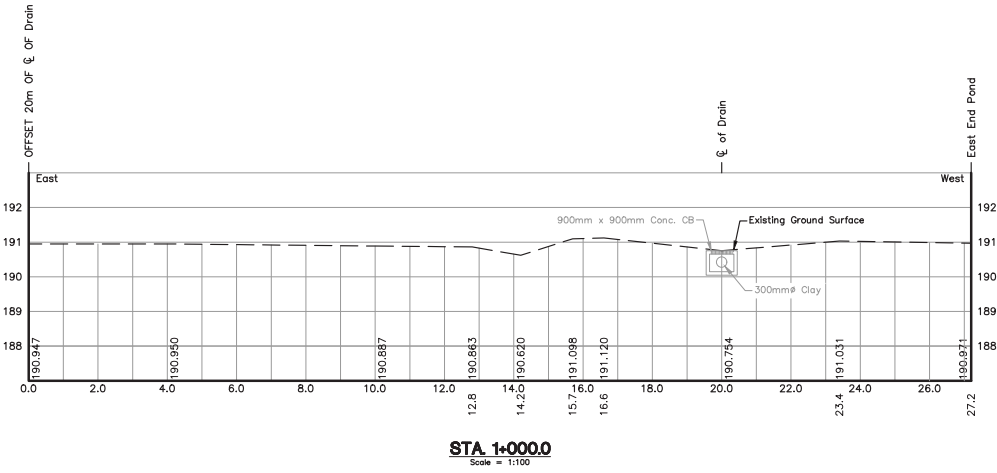


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Report to Council

Department: Office of the CAO

Division: Legal and Legislative Services

Date: December 7, 2020

Prepared by: Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk

Report Number: Legal and Legislative Services-2020-20

Subject: Court of Revision for Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Town of Essex, County of Essex, Project REI2020Do12

Number of Pages: 4

Recommendation(s)

That the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienze be appointed to sit as members of the Court of Revision to be convened for the Shepley Drain: Bridge Replacement for Gorski Holdings Inc., Geographic Township of Colchester South, Project REI2020Do12, pursuant to the Report prepared by Gerard Rood, Professional Engineer, Rood Engineering Limited, and dated October 27, 2020 (hereinafter the "Report"), such Court of Revision to be scheduled for 5:00 pm on January 6, 2021, via electronic meeting, and

That By-Law 1969 being a by-law to provide for the Shepley Drain: Bridge Replacement for Gorski Holdings Inc., Geographic Township of Colchester South, Project REI2020Do12, be read a first and second time and be provisionally adopted on December 7, 2020.

Purpose

A Court of Revision is required in accordance with Section 46 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010 (hereinafter the "Drainage Act").

Background and Discussion

Rood Engineering was instructed by the Town of Essex on or about May 25, 2020 to prepare a report for the above Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., pursuant to Section 78 of the Drainage Act.

On October 27, 2020 the Report was prepared by Rood Engineering Inc. to provide the details, estimates and assessments therein.

A Consideration Meeting for this Report was held on November 25, 2020. At this meeting the Drainage Board received public correspondence/delegations (if applicable) and heard the various concerns or comments made by those who attended. At this meeting the Drainage Board resolved and recommended that the said Report be adopted and that a provisional By-Law be prepared for Council's consideration (see Drainage Board minutes from the November 25, 2020 consideration meeting, which minutes are included under Item 12 of the December 7, 2020 Regular Council Meeting Agenda).

Appointment of Court of Revision Members:

The Court of Revision is to be comprised of three (3) members of the Drainage Board and so accordingly it is recommended that Court of Revision members when required to be convened shall be appointed on a rotating, alphabetical order basis. If an appointed member is not available then that appointed member shall be replaced by the next available member of the Drainage Board (based on the aforementioned rotating, alphabetical order basis).

It is therefore recommended that Kirk Carter, Percy Dufour and Felix Weigt-Bienze be selected and appointed to sit as the Court of Revision for the Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc.

It is further recommended that By-law 1969 adopting the recommendations in the Rood Engineering Report dated October 27, 2020 be provisionally adopted so that this project can proceed to the Court of Revision specified in this report.

The Court of Revision is the next step in the process in accordance with Section 46 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010.

Financial Impact

There is no financial impact.

Consultations

Drainage Department

Link to Strategic Priorities

- ☒ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.

Report Approval Details

Document Title:	Shepley Drain Bridge Rep Gorski L.H. - Legal and Legislative Services-2020-20.docx
Attachments:	- x-rpt Shepley Dr Gorski Land Holdings Bridge.pdf - BL 1969 Shepley Drain Bridge Replacement for Gorski Land Holdings.docx
Final Approval Date:	Nov 30, 2020

This report and all of its attachments were approved and signed as outlined below:



Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Nov 30, 2020 - 11:15 AM



Chris Nepszy, Chief Administrative Officer - Nov 30, 2020 - 2:21 PM

The Corporation of the Town of Essex

By-Law Number 1969

Being a by-law to provide for the Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Project REI2020D0012, Town of Essex, County of Essex

Whereas the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc., Geographic Township of Colchester South, Project REI2020D0012, Town of Essex, County of Essex;

And Whereas Section 78 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010, states that the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof, may on the report of an Engineer appointed by it, complete the drainage works as set forth in such report;

And Whereas an Engineers Drainage report dated October 27, 2020 and considered by the Drainage Board at its November 25, 2020 Consideration of Report meeting, has been procured and made by Gerard Rood, Professional Engineer, Rood Engineering Inc. and that the said report is attached hereto and forms part of this by-law as Schedule "A" hereto;

And Whereas the Council of The Corporation of the Town of Essex is of the opinion that the said drainage works and/or improvements are warranted and desirable;

Now therefore the Council of The Corporation of the Town of Essex pursuant to the Drainage Act enacts as follows:

1. That the Engineers Drainage report dated October 27, 2020 and considered by the Drainage Board at its November 25, 2020 meeting and attached hereto as Schedule A to this By-law is hereby adopted and that the said drainage works and/or improvements as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$41,200.00, the amount necessary for the construction of the said drainage works.

3. That the Corporation may issue debentures for the amount borrowed less the total amount of:

- Grants received under Section 85 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended, 2010;
- Commuted payments made in respect of lands and roads assessed within the Municipality;
- Money paid under Section 61(3) of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010;

and such debentures shall be made payable: a) in the case of assessments in value of between \$500.00 and \$9,999.99 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or b) in the case of assessments in value of \$10,000.00 and greater, within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or c) upon request and approval from the Town, in the case of assessments of \$1,500.00 and \$9,999.99 within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of \$499.99 or less are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "Shepley Drain: Bridge Replacement for Gorski Land Holdings Inc.".

Read a first and a second time and provisionally adopted on December 7, 2020.

Mayor

Clerk

Read a third time and finally passed on January 18, 2021.

Mayor

Clerk

SHEPLEY DRAIN

Bridge Replacement for Gorski Land Holdings Inc.

Geographic Township of Colchester South



TOWN OF ESSEX
33 Talbot Street South
ESSEX, Ontario N8M 1A8
519-776-7336

Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621

REI Project 2020D012

October 27th, 2020

October 27th, 2020

Mayor and Municipal Council
Corporation of the Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Mayor Snively and Members of Council:

SHEPLEY DRAIN
Replacement Bridges for Gorski Land Holdings Inc.
Geographic Twp. of Colchester South
Project REI2020D012
Town of Essex, County of Essex

I. INTRODUCTION

In accordance with the instructions received from you by letter of May 25th, 2020, from your Town Solicitor/Clerk, Legal and Legislative Services, Robert Auger, we have proceeded with an Engineer's Report for the installation of a new replacement access bridge in the Shepley Drain. This Engineer's Report provides for the construction of a replacement access bridge for Gorski Land Holdings Inc., Parcel 710-02700, in the Shepley Drain. The proposed bridge replacement is intended to provide safer access for the agricultural lands of Gorski Land Holdings Inc., in the Geographic Township of Colchester South, Town of Essex. The Shepley Drain is an open drain with a number of access bridges. The drain was constructed pursuant to the Drainage Act. A plan showing the Shepley Drain alignment and watershed, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

These investigations were initiated by resolutions passed by Council to prepare a new report to provide for the replacement access bridge to serve the Gorski Land Holdings Inc. Parcel 710-02700. This investigation, our instructions, and this report are in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera for the proposed bridge, as well as reviewing the history of the Shepley Drain, and we report thereon as follows.

II. DRAINAGE HISTORY

The Shepley Drain is located entirely within the Town of Essex. The drainage basin served by the Shepley Drain consists of approximately 605.10 hectares (1495.2 acres). The Shepley Drain comprises of an open drain and commences at the outlet into the Richmond Drain located along

the south side of County Road 20, at Pt. Lot 6, Gore Concession. The Shepley Drain then extends upstream in a generally southeasterly direction to the north side of Gore Road near the property line of Lots 58 and 59, Concession 1. A plan showing the general location of the Shepley Drain and affected Property Owner is attached in **Appendix "REI-E"**.

From our review of the Town's drainage files, we have determined that the last major repair and improvements to the Shepley Drain was completed under an Engineer's Report dated October 14th, 1983 prepared by Maurice Armstrong, P.Eng. The work included in said report consisted of repair and improvements to the drain and repairs to several bridges located in the drain. We also utilized the Engineer's Report dated March 5th, 1993 prepared by Nick Peralta, P.Eng. which investigated sub-watershed boundaries from the Aikman Drain, Jurocko Drain, and Southwest Branch of the Shepley Drain. The 1993 Peralta report also investigated watershed boundary changes subsequent to the storm sewer reconstruction report completed by Lafontaine, Cowie, Buratto and Associates on September 12th, 1990. The work included in the 1993 Peralta report consisted of an updated Maintenance Schedule of Assessment and updated plan. We also utilized the Engineer's Report dated October 27th, 2003 prepared by Gerard Rood, P.Eng. The work included in said report consisted of improvements and bank stabilization. Also utilized was an Engineer's Report dated December 5th, 2017 that was prepared by Gerard Rood, P.Eng. which consisted of a new replacement access bridge for the Joseph & Susan Chisholm property and an updated maintenance schedule for the drain, and the Engineer's Report dated October 10th, 2017 that was prepared by Gerard Rood, P.Eng. which consisted of a new replacement access bridge for the Elwood Defour parcel and future replacement of the bridge serving the Garry & Bonnie Quick parcel.

We have utilized the plans within the 1983 Maurice Armstrong, P.Eng. report, the 1993 Nick Peralta, P.Eng. report and the 2017 Gerard Rood, P.Eng. report to establish the size parameters for the drain and the details to be used in establishing the replacement bridge culvert installation. We have also used the 1983 report to establish the drain profile grades, and to assist us in establishing the design grade for the subject access bridge installation. The December 5th, 2017 Updated Maintenance Schedule prepared by Gerard Rood, P.Eng. was used for investigating the watershed limits to determine the area and flows to be used for design of the replacement bridge.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the available drainage information and documentation provided by the Drainage Department, we arranged with Town staff to schedule a virtual online on-site meeting for June 26th, 2020. The following people were in attendance at the said meeting: Joe Gorski, Lynne & Rainer Pahl, Felix Weigt-Bienzle (Drainage Board), Dan Boudreau (Drainage Board), Tanya Tuzlova (Town Drainage Clerk), Lindsay Dean (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Lindsay Dean completed introductions explaining the purpose of the on-site meeting. The Town has received a request for a new replacement bridge access to serve the agricultural lands of Gorski Land Holdings Inc. as the existing corrugated steel pipe (C.S.P.) bridge has deteriorated to a state that structural integrity is compromised. Additionally, there is concern with the width of the existing bridge top being narrow and causing concern for safe access to the agricultural lands with trucks and equipment.

We advised the owners that the minimum standard top width for an access bridge is 6.10 metres (20 ft.) and that the bridge centreline locations will need to be established with Mr. Gorski. Mr. Gorski requested that the bridge be designed to have approximately the same top width on a recent bridge that they had replaced to allow for better egress and ingress into the agricultural lands. The larger driveway top width gives consideration for safe access to the larger farming equipment being used in today's farming practices. The owners were also advised that because the bridge is a replacement bridge, the cost of the new replacement access bridge construction, as well as all the cost for the preparation of the Engineer's Report would be shared by the abutting owner and affected upstream lands and roads. Any cost for additional top width beyond the standard 6.10 metres will be borne by the abutting owners served by the bridge.

We went on to discuss that sloped quarried limestone on filter cloth end protection is usually the most economical based on previous similar bridges. It was discussed that concrete filled jute bag ends or precast concrete blocks for the installation, like those on some other newer bridges, would be checked and the Engineer would contact the owners to review the engineering cost based on each option if cost estimates were close.

Mr. Gorski requested that the new bridge replacement be aligned approximately at the existing centerline of the current bridge. Mr. Rood confirmed that we will align the new bridge replacement to match the existing centreline of the driveway. Mr. Rood explained that the bridge may need to be shifted slightly to allow for the extra top width requested by Mr. Gorski or for any extra length needed for the sloped quarried limestone option, if chosen.

The overall drainage report procedure, timelines, future maintenance processes, and grant eligibility were generally reviewed with the owners. They were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), Ministry of the Environment, Conservation and Parks (M.E.C.P.), Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing, and materials of the proposed bridge, suggesting that an aluminized corrugated steel pipe or aluminized Ultra-Flo pipe will likely be employed similar to the more recent bridges a short distance upstream. Mr. Rood explained to the owners that the new corrugated steel pipes have an aluminized coating which has a lifespan of up to 75 years depending on the water quality present within the drain. It was further discussed that the current 2017 report is the most up to date maintenance schedule of assessment, and this will be utilized as part of the drainage report.

The Drainage Act process was discussed including scheduling of meetings and availability of grants. It was noted that construction work would be done after the drainage report is adopted. Ms. Dean asked the owners to call the Town or the Rood office if there are any questions on the project.

Mr. Gorski called Ms. Dean after the meeting and confirmed that he would prefer the 8.53 metre (28 ft.) top width to match their other recent bridge installation that he had measured.

IV. FIELD SURVEY AND INVESTIGATIONS

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

A 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 replacement access bridge and picked up the existing bridge and culvert elevations in order to establish a design grade profile for the installation of the replacement bridge. Cross-sections of the Shepley Drain at the general location of the proposed replacement bridge were taken, as necessary for us to complete our design calculations, estimates and specifications. A bridge inspection was carried out for the replacement bridge. The condition and details of the existing bridge for Mr. Gorski were inspected.

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 E.R.C.A. regarding their requirements or any D.F.O. requirements for work that would be proposed to be carried out on the Shepley Drain. Recent projects indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk for this Class F drain and find that there are no species indicated in the vicinity of this project. A copy of the requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

The 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 administered by the M.E.C.P. Section 23.9 allows repairs, maintenance and improvements to be conducted by the Town within existing municipal drains. 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 bridge size required, we investigated and reviewed the past drainage reports dated December 5th, 2017 by Gerard Rood, P.Eng. and March 5th, 1993 by Nick Peralta, P.Eng. The October 14th, 1983 Engineers Report by Maurice Armstrong, P.Eng. was used to establish a design grade in the vicinity of the Gorski bridge.

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. From our investigations, it was determined that the Gorski bridge needs to be replaced as it was found to be in poor condition. We have included details for future maintenance for the bridge within our report, specifications, and plans. We also find that a sloped end option for the bridge was the most practical option and we have therefore proceeded with the typical quarried limestone rip rap endwall protection option, along with using aluminized corrugated steel pipe. We find that all existing bridge structures adjacent to County Road 20 constructed prior to the 1993 Peralta report did not take into consideration watershed boundary changes due to the storm sewer reconstruction report completed by Lafontaine, Cowie, Buratto and Associates on September 12 1990. Therefore the pipe sizing is based on minimum conveyance of a 1:2 year storm event corresponding to the full flow capacity of the upstream pipe culverts in the drain plus an allowance for embedment of the pipe, and conforms to the watershed boundaries changes updated in the 1993 Peralta report and grade requirements set out in the 1983 report and current channel parameters. We recommend that in the future any bridge along County Road 20 constructed prior to the 1993 Peralta report, which does not recognize the watershed boundaries from the 1990 Lafontaine, Cowie, Buratto and Associates report, be

designed to convey the greater hydraulic flows experienced due to said watershed boundary changes.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owner, we would recommend that a replacement access bridge for Gorski Land Holdings Inc. be constructed in the Shepley Drain at the location and to the general parameters as established in our design drawings attached herein. We find that because the replacement bridge is needed as the primary access for the lands, the entire cost of the access bridge construction, as well as all the cost for the preparation of the Engineer's Report, will be shared by the affected owners of the parcel served by the access and any affected upstream lands and roads. A Watershed Plan has been prepared and attached in **Appendix "REI-E"** to illustrate all affected upstream lands and roads for the bridge replacement. Additionally, a Construction Schedule of Assessment for the replacement bridge has been prepared and included herein as outlined further in the report for the Gorski bridge. It is anticipated that the agricultural lands served by the replacement Gorski bridge should be eligible for the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A) grant as the agricultural property currently holds the Farm Property Tax Class designation. Additionally, all upstream lands that hold the Farm Property Tax Class designation are also expected to be eligible for the O.M.A.F.R.A. grant as detailed in our Schedule of Assessment. Subsequent to the construction of the bridge access, the access will form part of the drain, and the future maintenance of same shall be shared with the abutting parcel and affected upstream lands and roads as set out further in this report.

During the course of our investigations, this drainage project was reviewed with regards to E.R.C.A. requirements, to deal with any Authority issues and comments related to this Municipal drain. In the interest of fish habitat and migration, E.R.C.A. requires that the invert of any new bridge be embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge. To prevent flooding and adverse impacts upstream, the new structure needs to provide an equivalent level of service to the adjacent structures. Therefore, based on this, we have made provisions to use a corrugated steel pipe culvert as set out below, similar to the structure a short distance upstream. The Shepley 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. Details of these mitigation measures are included in the Specifications and **Appendix "REI-A"** forming part of this report.

As part of our investigations, a D.F.O. self screening assessment of the project was carried out. The mapping indicated no species at risk or critical habitat for the area of the bridge work. In the interest of fish habitat and migration, D.F.O. requires that the invert of any new bridge be embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. Should any species be encountered, details of required 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, 2007 Provincial Legislation administered by the Ministry of Environment, Conservation & Parks (M.E.C.P.), 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 snakes are 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"**.

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 new bridge construction in 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.

Since all of the work will be carried out at the proposed driveway, and is primarily within the road allowance and limits of the drain, and because full restoration will be provided, we find that there is no requirement for damages or allowances pursuant to Sections 29 and 30 of the Drainage Act.

Based on all of the above, we recommend that the Gorski bridge be replaced as shown and detailed on the attached plans. We recommend that the costs for the construction and incidentals for this access bridge in the Shepley Drain be assessed in accordance with the Schedule of Assessment included in this report, and that future maintenance costs for the bridge be assessed in accordance with the bridge cost sharing outlined further on in the report.

Based on all of the above, we recommend that a replacement access bridge be constructed in the Shepley Drain to serve the agricultural lands of Gorski Land Holdings Inc. We recommend that all work be in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

VI. ESTIMATE OF COST

Our estimate of the total cost of this work including all incidental expenses is the sum of **FORTY ONE THOUSAND TWO HUNDRED DOLLARS (\$41,200.00)**, made up as follows:

CONSTRUCTION

- Item 1) Provide all labour, equipment and material to construct a new replacement access bridge consisting of 18.0 metres (59.1 ft.) of 2000mm HEL-COR C.S.P. pipe, 2.0mm thick, aluminized steel type II spiral rib pipe and 125mm x 25mm corrugation profile, including quarried limestone on non-woven filter cloth sloped endwalls on the drain side slopes, excavation, granular bedding and backfill, granular approaches, tile extensions,

tree removal, excavation, compaction, removal of the existing structure and deleterious materials off site, hauling, silt and sediment controls, traffic control, cleanup and restoration, complete.

(Gorski Land Holdings Inc. Bridge) Lump Sum \$ 29,600.00

Net H.S.T. (1.76%) \$ 521.00

TOTAL FOR CONSTRUCTION **\$ 30,121.00**

INCIDENTALS

1) Report, Estimate, and Specifications \$ 5,500.00

2) Survey, Assistants, Expenses, Drawings,
Duplication Cost of Report and Drawings,
Consideration Meeting, etcetera \$ 2,100.00

3) Estimated Cost of Preparing Tender Documents \$ 1,000.00

4) Estimated Cost of Construction Supervision
and Inspection (based on 2 days) \$ 2,000.00

5) Net H.S.T. on Items Above (1.76%) \$ 187.00

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

7) Estimated Contingency Allowance \$ 142.00

TOTAL FOR INCIDENTALS **\$ 11,079.00**

TOTAL FOR CONSTRUCTION (brought forward) **\$ 30,121.00**

TOTAL ESTIMATE **\$ 41,200.00**

VII. DRAWINGS AND SPECIFICATIONS

As part of this report we have attached design drawings for the construction of this replacement access bridge. The design drawings show the subject bridge location and the details of the new access bridge installation. The design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

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

VIII. SCHEDULE OF ASSESSMENT

We would recommend that all of the costs associated with the construction of the Gorski replacement access bridge, and the incidental costs associated with the bridge, be assessed against the agricultural lands of Gorski Land Holdings Inc., in Part of Lot 6, Gore Concession, and all affected upstream lands and roads. A Schedule of Assessment has been prepared and included herein to indicate the lands and roads assessed for this replacement access bridge installation.

It has been clearly established that this replacement access bridge for Gorski Land Holdings Inc. is being provided to serve as the primary access from County Road 20 to the existing agricultural Parcel 710-02700. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that this property and the upstream agricultural lands designated as Farm Property Tax Class will be eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project related to the replacement bridge serving the Gorski Land Holdings Inc. parcel.

IX. FUTURE MAINTENANCE

After the completion of the construction of the replacement access bridge, the said bridge shall be maintained in the future by the Town of Essex. We would also recommend that the Gorski access bridge newly constructed in the drain for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, 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 the bridge culvert require removal as part of the maintenance works, these surfaces should also be repaired or replaced as part of the works. 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 bridge 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, if necessary, of any special features, shall be totally assessed to the benefiting adjoining parcel served by said access bridge.

Should any works of maintenance be required to the replacement existing access bridge in the future, the cost will be shared as follows. The extra top width requested by the Owner in excess of the standard top width of 6.1 metres (20 feet) will be assessed 100% to the Owner of the parcel served by same. Based on this, the share to the Owners of the parcel will be 43.2% for any future maintenance of the access bridge. The share to the upstream lands and roads shall be 56.8% for any future maintenance of the access bridge. The share indicated for the Owner shall be assessed as a Benefit to the bridge Owner and the remaining cost share shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge, and shall be assessed in the same proportions as the Outlet Liability assessments shown in the attached Schedule of Assessment.

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

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
SHEPLEY DRAIN
(Replacement Bridge for Gorski Land Holdings Inc.)
TOWN OF ESSEX

3. MUNICIPAL LANDS:

Con. or Plan No.	Lot or Part of Lot	Tax Roll No.	Owner's Name	Hectares Afft'd	Acres Afft'd	Value of Benefit	Value of Outlet	TOTAL VALUE
	County Road 20		County of Essex	1.223	3.02	\$ -	\$ 131.00	\$ 131.00
	County Road 13		County of Essex	3.270	8.08	\$ -	\$ 349.00	\$ 349.00
	Gore Road		Town of Essex	2.791	6.90	\$ -	\$ 271.00	\$ 271.00
	Snake Lane		Town of Essex	2.023	5.00	\$ -	\$ 196.00	\$ 196.00
	Ferris Road		Town of Essex	1.432	3.54	\$ -	\$ 139.00	\$ 139.00
	Harrow Centre Roads		Town of Essex	20.599	50.90	\$ -	\$ 2,199.00	\$ 2,199.00
Total on Municipal Lands.....						\$ -	\$ 3,285.00	\$ 3,285.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Con. or Plan No.	Lot or Part of Lot	Tax Roll No.	Owner's Name	Hectares Afft'd	Acres Afft'd	Value of Benefit	Value of Outlet	TOTAL VALUE
	Harrow Centre Lands		Town of Essex	96.228	237.78	\$ -	\$ 10,202.00	\$ 10,202.00
1	56	630-13300	Hailey Trealout, and Jaremy & Sheri Mayville	0.210	0.52	\$ -	\$ 14.00	\$ 14.00
1	57	630-13301	Manuel Gaspar	0.417	1.03	\$ -	\$ 24.00	\$ 24.00
1	57	630-13410	James Wright	1.011	2.50	\$ -	\$ 44.00	\$ 44.00
1	58	630-13440	Tyler Ryersee & Hailey Broadwell	0.917	2.27	\$ -	\$ 40.00	\$ 40.00
1	60	630-13710	Terry Dube & Kristi Taylor	0.247	0.61	\$ -	\$ 16.00	\$ 16.00

Shepley Drain
Gorski Land Holdings Bridge

- 12 -

2020-10-27

Con. or Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Tax Roll <u>No.</u>	<u>Owner's Name</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	<u>Value of Benefit</u>		<u>Value of Outlet</u>		<u>TOTAL VALUE</u>
1	61	630-13800	Fathi Sammour	10.421	25.75	\$	-	\$	202.00	\$ 202.00
1	62	630-13900	Russell & Kimberly Gyori	0.563	1.39	\$	-	\$	30.00	\$ 30.00
1	66	640-32300	Peter & Patricia McKeen	0.704	1.74	\$	-	\$	35.00	\$ 35.00
1	66	640-32400	Christopher & Linda Palmer	0.923	2.28	\$	-	\$	40.00	\$ 40.00
1	63	640-32750	Jerome & Rose Mary Ferriss	0.467	1.15	\$	-	\$	27.00	\$ 27.00
1	63	640-32850	Philip Jr & Eleonore Kroh	0.417	1.03	\$	-	\$	24.00	\$ 24.00
1	60 & 61	700-00300	Joan & Martin Bansky	0.949	2.34	\$	-	\$	41.00	\$ 41.00
1	61	700-00400	Steven & Tonya Hammel	0.202	0.50	\$	-	\$	14.00	\$ 14.00
Gore	11	700-00609	Colleen & Michael Cox	0.547	1.35	\$	-	\$	29.00	\$ 29.00
Gore	11	700-00695	Edmund & Sherri Winter	1.683	4.16	\$	-	\$	56.00	\$ 56.00
Gore	11	700-00900	Gordon & Brenda Dunn	0.350	0.86	\$	-	\$	22.00	\$ 22.00
Gore	11	700-01000	Loraine Crosby	0.405	1.00	\$	-	\$	21.00	\$ 21.00
Gore	11	700-01100	Michael & Roberta Pillon	3.513	8.68	\$	-	\$	75.00	\$ 75.00
Gore	11	700-01200	Gale Williams	0.660	1.63	\$	-	\$	29.00	\$ 29.00
Gore	14	700-01309	Vincent & Helen Klomp	0.210	0.52	\$	-	\$	14.00	\$ 14.00
Gore	11	700-01600	Michael & Amy Flanagan	9.550	23.60	\$	-	\$	186.00	\$ 186.00
Gore	13	700-01700	Gerald & Ashley Vigneux	0.170	0.42	\$	-	\$	13.00	\$ 13.00
Gore	13	700-01800	Christine Leal	0.077	0.19	\$	-	\$	7.00	\$ 7.00
Gore	13	700-01900	Andrew & Barbara Spurdza	0.437	1.08	\$	-	\$	25.00	\$ 25.00
Gore	13	700-01950	Gregory Pillon	0.308	0.76	\$	-	\$	20.00	\$ 20.00
Gore	13	700-02001	Robin Cadieux-Grayson	0.372	0.92	\$	-	\$	22.00	\$ 22.00
Gore	10	700-02201	Robert Whitehead	0.372	0.92	\$	-	\$	22.00	\$ 22.00
Gore	10	700-02290	Rainer & Lynne Pahl	0.371	0.92	\$	-	\$	22.00	\$ 22.00
Gore	9	700-02401	Russell & Kimberly Gyori	0.324	0.80	\$	-	\$	20.00	\$ 20.00
Gore	12	700-03210	Derek & Julie Hedges	0.223	0.55	\$	-	\$	15.00	\$ 15.00

Shepley Drain
Gorski Land Holdings Bridge

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Con. or Plan	Lot or Part	Tax Roll		Hectares	Acres	Value of	Value of	TOTAL
<u>No.</u>	<u>of Lot</u>	<u>No.</u>	<u>Owner's Name</u>	<u>Afft'd</u>	<u>Afft'd</u>	<u>Benefit</u>	<u>Outlet</u>	<u>VALUE</u>
Gore	8	700-03220	Christopher & Roseann O'Keefe	0.223	0.55	\$ -	\$ 15.00	\$ 15.00
Gore	7	700-03250	Brian & Elizabeth Yaciuk	0.223	0.55	\$ -	\$ 15.00	\$ 15.00
Gore	12	700-03300	Perry & Kelly Landry	0.308	0.76	\$ -	\$ 19.00	\$ 19.00
Gore	12	700-03400	Teresa Pereira	0.438	1.08	\$ -	\$ 25.00	\$ 25.00
Gore	12	700-03450	Bradley & Alice Laporte	0.344	0.85	\$ -	\$ 21.00	\$ 21.00
Gore	12	700-03470	2275694 Ontario Inc.	0.344	0.85	\$ -	\$ 21.00	\$ 21.00
Gore	12	700-03500	Owl Management Inc.	0.329	0.81	\$ -	\$ 20.00	\$ 20.00
Gore	12	700-03550	Harrow Health Centre Inc.	0.602	1.49	\$ -	\$ 31.00	\$ 31.00
1	58	700-04800	Michael Daum	0.247	0.61	\$ -	\$ 16.00	\$ 16.00
Gore	6	710-02900	Garry & Bonny Quick	1.020	2.52	\$ -	\$ 42.00	\$ 42.00
Gore	7	710-03100	Joseph & Susan Chisholm	0.213	0.53	\$ -	\$ 15.00	\$ 15.00
Gore	7	710-03200	Aaron & Sarah Swartz	0.819	2.02	\$ -	\$ 35.00	\$ 35.00
Gore	7	710-03300	Jordan Castro & Dayna St. Louis	0.138	0.34	\$ -	\$ 11.00	\$ 11.00
Gore	7	710-03400	Margaret Hennessey	0.146	0.36	\$ -	\$ 11.00	\$ 11.00
Gore	7	710-03500	Margaret Hennessey	0.101	0.25	\$ -	\$ 8.00	\$ 8.00
Gore	7	710-03600	Maria Morujo	0.802	1.98	\$ -	\$ 36.00	\$ 36.00
Gore	7	710-03700	Joan & Debra Sabo	0.816	2.02	\$ -	\$ 35.00	\$ 35.00
Gore	7	710-03800	Robert & Teresa Durand	0.163	0.40	\$ -	\$ 13.00	\$ 13.00
Gore	7	710-03900	Ronald & Deborah Tofflemire	0.140	0.35	\$ -	\$ 11.00	\$ 11.00
Gore	7	710-04000	Jose & Theresa Matos	0.677	1.67	\$ -	\$ 33.00	\$ 33.00
Gore	7	710-04100	Jose & Joana Roberto	0.614	1.52	\$ -	\$ 31.00	\$ 31.00
Gore	7	710-04101	Dean Adam & Tania Morin	0.113	0.28	\$ -	\$ 9.00	\$ 9.00
Gore	7	710-04200	Patrick & Judy Ford	0.127	0.31	\$ -	\$ 10.00	\$ 10.00
Gore	7	710-04300	Richard & Mary Sinasac	0.267	0.66	\$ -	\$ 18.00	\$ 18.00
Gore	7	710-04400	Tracey Ralston	0.151	0.37	\$ -	\$ 12.00	\$ 12.00

Shepley Drain
Gorski Land Holdings Bridge

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Con. or Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Tax Roll <u>No.</u>	<u>Owner's Name</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	TOTAL <u>VALUE</u>
Gore	7	710-04500	Bradley Swarts	0.129	0.32	\$ -	\$ 11.00	\$ 11.00
1504	9	710-04600	Brent & Nancy Scratch	0.130	0.32	\$ -	\$ 10.00	\$ 10.00
1504	8	710-04700	Erin Gall	0.129	0.32	\$ -	\$ 11.00	\$ 11.00
1504	7	710-04800	Antonio Gomes & Diane Bondy	0.128	0.32	\$ -	\$ 10.00	\$ 10.00
1504	6	710-04900	Timothy & Jacqueline Shepley	0.129	0.32	\$ -	\$ 11.00	\$ 11.00
1504	5	710-05000	Preston Weaver	0.129	0.32	\$ -	\$ 11.00	\$ 11.00
1504	4	710-05100	Donald Flore	0.129	0.32	\$ -	\$ 11.00	\$ 11.00
1504	3	710-05200	Mitchell Reiner	0.130	0.32	\$ -	\$ 10.00	\$ 10.00
1504	2	710-05300	Shane & Mary Ruthven	0.109	0.27	\$ -	\$ 9.00	\$ 9.00
Gore	8	710-06420	Joseph St. Pierre	1.054	2.60	\$ -	\$ 43.00	\$ 43.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ -	\$ 12,001.00	\$ 12,001.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Con. or Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Tax Roll <u>No.</u>	<u>Owner's Name</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	TOTAL <u>VALUE</u>
1	61	630-09640	Shirley Reh-Dube	6.070	15.00	\$ -	\$ 118.00	\$ 118.00
1	56	630-13250	Rodney Wright	7.883	19.48	\$ -	\$ 153.00	\$ 153.00
1	58	630-13500	Betty Agla, Catherine Fudurich & Barbara Banský, Linda Kavanaugh	11.251	27.80	\$ -	\$ 219.00	\$ 219.00
1	59	630-13600	Allen & Scott McLean	11.736	29.00	\$ -	\$ 228.00	\$ 228.00
1	60	630-13700	Terry Dube & Kristi Taylor	3.270	8.08	\$ -	\$ 64.00	\$ 64.00
1	67	640-32100	Frank Lafferty Ltd.	0.405	1.00	\$ -	\$ 8.00	\$ 8.00
1	65 & 66	640-32301	Bernard & Martin Gorski	10.117	25.00	\$ -	\$ 197.00	\$ 197.00
1	64	640-32500	Gorski Land Holdings Inc.	16.414	40.56	\$ -	\$ 319.00	\$ 319.00

Shepley Drain
Gorski Land Holdings Bridge

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Con. or Plan	Lot or Part of Lot	Tax Roll No.	Owner's Name	Hectares Afft'd	Acres Afft'd	Value of Benefit	Value of Outlet	TOTAL VALUE
1	64	640-32701	Kevin Carter	0.227	0.56	\$ -	\$ 15.00	\$ 15.00
1	63	640-32800	Bernard Gorski	0.251	0.62	\$ -	\$ 5.00	\$ 5.00
1	63	640-32870	Bernard Gorski	0.728	1.80	\$ -	\$ 41.00	\$ 41.00
1	58	700-00100	Chun Shi & Xianglin Wu	9.021	22.29	\$ -	\$ 175.00	\$ 175.00
1	58	700-00101	Jose & Celeste Damaso	8.094	20.00	\$ -	\$ 157.00	\$ 157.00
1	58	700-00200	Jerry Fabok	24.282	60.00	\$ -	\$ 471.00	\$ 471.00
1	60	700-00320	1808236 Ontario Limited	34.142	84.37	\$ -	\$ 662.00	\$ 662.00
1	61	700-00500	David & Yvonne Hernandez	8.928	22.06	\$ -	\$ 173.00	\$ 173.00
1	62	700-00600	Marilyn Boulton	4.051	10.01	\$ -	\$ 79.00	\$ 79.00
Gore	11	700-00700	Edward & David Pohanka	13.975	34.53	\$ -	\$ 271.00	\$ 271.00
Gore	11	700-00800	1808236 Ontario Limited	7.871	19.45	\$ -	\$ 153.00	\$ 153.00
Gore	11	700-01300	David & Laura Jenner	12.424	30.70	\$ -	\$ 241.00	\$ 241.00
Gore	14	700-01400	Mary Hrutka	2.023	5.00	\$ -	\$ 40.00	\$ 40.00
Gore	13	700-02000	John & Roberta Mailloux	20.026	49.48	\$ -	\$ 389.00	\$ 389.00
Gore	13	700-02100	James Lamoure	10.021	24.76	\$ -	\$ 195.00	\$ 195.00
Gore	10	700-02200	AFF Farms Limited	46.880	115.84	\$ -	\$ 909.00	\$ 909.00
Gore	10	700-02203	Felix Weigt-Bienzele & Susan Weaver	2.812	6.95	\$ -	\$ 77.00	\$ 77.00
Gore	10	700-02400	Ronald & Etna Stefani	40.146	99.20	\$ -	\$ 778.00	\$ 778.00
Gore	9	700-02500	Roger & Elizabeth Stefani	3.035	7.50	\$ -	\$ 59.00	\$ 59.00
Gore	9	700-03000	Mary Rechwan , Ivador & Kathleen Borns	8.094	20.00	\$ -	\$ 157.00	\$ 157.00
Gore	9	700-03100	David & Anna Hildebrandt	9.486	23.44	\$ -	\$ 184.00	\$ 184.00
Gore	12	700-03200	Richard & Cheryl Huczel	5.666	14.00	\$ -	\$ 110.00	\$ 110.00
Gore	12	700-04750	Joe & Susan Da Silva	9.103	22.49	\$ -	\$ 177.00	\$ 177.00
Gore	7	710-00700	AFF Farms Limited	22.036	54.45	\$ -	\$ 427.00	\$ 427.00

Con. or Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Tax Roll <u>No.</u>	<u>Owner's Name</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	TOTAL <u>VALUE</u>
Gore	6	710-02700	Gorski Land Holdings Inc.	1.214	3.00	\$ 17,798.00	\$ 24.00	\$ 17,822.00
Gore	6	710-02800	Elwood Defour	0.304	0.75	\$ -	\$ 6.00	\$ 6.00
Gore	7	710-03000	Windsor EEG Laboratory Inc.	1.649	4.07	\$ -	\$ 32.00	\$ 32.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 17,798.00	\$ 7,313.00	\$ 25,111.00

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

Con. or Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Tax Roll <u>No.</u>	<u>Owner's Name</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	TOTAL <u>VALUE</u>
1	57	630-13400	Bonnefield Farmlands Ontario	16.188	40.00	\$ -	\$ 314.00	\$ 314.00
Gore	10	700-02150	Felix Weigt-Bienzle & Susan Weaver	19.683	48.64	\$ -	\$ 382.00	\$ 382.00
Gore	8	700-03230	Teresa Pereira	5.497	13.58	\$ -	\$ 107.00	\$ 107.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ -	\$ 803.00	\$ 803.00
TOTAL ASSESSMENT				591.152	1,460.737	\$ 17,798.00	\$ 23,402.00	\$ 41,200.00

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1 Hectare = 2.471 Acres
Project No. REI2020D012
October 27th, 2020

SPECIFICATIONS
SHEPLEY DRAIN
Replacement Bridges for Gorski Land Holdings Inc.
(Geographic Township of Colchester South)
TOWN OF ESSEX

I. GENERAL SCOPE OF WORK

The Shepley Drain is located entirely within the Town of Essex. The drainage basin served by the Shepley Drain consists of approximately 605.10 hectares (1495.2 acres). The Shepley Drain comprises of an open drain and commences at the outlet to the Richmond Drain located along the south side of County Road 20, at Pt. Lot 6, Gore Concession. The Shepley Drain then extends upstream in a generally southeasterly direction to the north side of Gore Road near the property line of Lots 58 and 59, Concession 1. A plan showing the general location of the Shepley Drain, and affected Property Owners is attached in **Appendix "REI-E"**. The work under this project generally comprises of the construction of a replacement access bridge for the agricultural lands of Gorski Land Holdings Inc. The work on the bridge being replaced includes the removal of the existing structure; the installation of a new culvert at the location as shown in **"Appendix REI-E"**; new culvert end treatments comprising of quarried limestone rip rap on filter cloth end protection; granular approach, granular backfill, and granular transition areas.

The Contractor shall provide all material, labour, and equipment to construct a replacement access bridge for Gorski Land Holdings Inc. consisting of 11.0 metres (36.1 ft.) of 2000mm diameter aluminized steel type II corrugated HEL-COR CSP pipe, 2.0mm thick, with 125mm X 25mm corrugation profile, with a C.S.P. aluminized bolted coupler, including quarried limestone rip rap end walls, and filter cloth backing the walls, in the Shepley Drain. The replacement access bridge shall be constructed so that the centerline of the Gorski pipe is set to match the existing C.S.P. bridge currently serving the lands, and in accordance with the information as shown on the plans in **Appendix "REI-E"**.

The location shall be the exact designated location of the replacement access bridge unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the replacement access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary works shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Benchmark has been set near this proposed access bridge so that same can be utilized for the setting of this new replacement bridge culvert grades. The **Benchmark** is the *"top of nail in north face of hydro pole located on the south side of County Road 20 approximately 8.0 metres east of the existing bridge serving Municipal Number 2361"*, with same being **Elevation 187.694 metres**.

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 replacement bridge 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

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

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

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 outlet drainage system. 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.

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

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"**.

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. Section 23.9 allows repairs, maintenance and improvements to be conducted by the Town within existing municipal drains. 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.

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"**. 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. 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 for the Gorski Bridge extends along the south side of County Road 20. A plan showing the general location of the Shepley Drain and affected Property Owner is attached in **Appendix "REI-E"**. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works where the said roadway is present. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveway as necessary to carry out the removal of the existing access bridge and to construct the new replacement access bridge, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridge to carry out the required construction of the removal and new structure installation and ancillary works.

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 any of the roads 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 County of Essex and Town 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 co-operate 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 culvert 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 BRIDGE WORK

When completed, the new replacement access bridge for Gorski Land Holdings Inc. (Parcel 640-32500) along the centreline of the new culvert shall have a total top width, including the top width of the quarried limestone end walls, of approximately 9.09 metres (29.8 ft.) and a travelled driveway width of 8.53 metres (28.0 ft.). The new pipe shall be set to the invert elevations shown on the plans.

The proposed pipe inverts are set approximately 200mm below the drain design grade. The aluminized steel Type II smooth wall pipe to be provided for this project is to be supplied as no more than two (2) approximately equal lengths of pipe for the bridge and joined together with a hugger band aluminized bolted coupler with non-woven geotextile filter cloth wrapped around it, secured in accordance with the manufacturer's recommendations. The aluminized steel type II corrugated HEL-COR C.S.P. to be utilized for this bridge installation must be a minimum of 2.0mm thick with a 125mm by 25mm corrugation profile and shall be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall have access to carry out the work from the road right-of-way, along with a sufficient distance along both sides of the drain upstream and downstream from the bridge to complete the access bridge installation and drain cleaning as specified. Any accesses or areas utilized in carrying out the works are to be fully restored to their original conditions by the Contractor, including topsoil placement and lawn and grass restoration as directed by the Engineer or the Town Drainage Superintendent. Restoration shall include, but not be limited to, all necessary levelling, grading, shaping, topsoil placement, and granular required to make good any damage caused.

The Contractor shall also note that the installation of the replacement access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the bridge pipe and for a distance of 3.0 metres (10.0ft.) both upstream and downstream of said pipe. The design parameters of the Shepley Drain at the location of the new access bridge to be installed consists of a 1.22m (4.0 ft.) bottom width, 0.6% grade, and 1.5 horizontal to 1.0 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also dispose of all excavated and deleterious materials, as well as any grubbed out materials, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is slightly above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe, extending from the bottom of the excavation to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

Once the new aluminized steel type II corrugated HEL-COR C.S.P. has been satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top

305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The Contractor shall then install the quarried limestone rip rap on filter cloth end protection on both ends of the bridge. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 2), 3), and 4) of the "Standard Specifications for Access Bridge Construction" attached within Appendix "REI-C" and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped rip rap end protection installation shall restore the adjacent areas to their original conditions.

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

The Contractor shall also perform the necessary excavation to extend the driveway from the north top bank of the drain to the south limit of the roadway granular. This driveway approach from the existing edge of granular shoulder to approximately 1.0 metres south of the south top of bank shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert top, and include a gore section at the roadside curved protection with a 5.0m turning radius to the edge of the roadway granular, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1.0m beyond the south top of bank as shown on the plans. The pipe shall have a minimum of 500mm of cover, and be uniformly graded down to the existing field level from the existing road edge level at a maximum of 10% grade.

The 2000mm HEL-COR C.S.P. Type II pipe for this installation shall be provided with a depth of cover measured from the top of the aluminized steel pipe to the top of the granular backfill of approximately 0.500m (19.7 in.) for the new bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Also, for use by the Contractor, we have established a Benchmark near the site. This Benchmark is the *"top of nail in north face of hydro pole located on the south side of County Road 20 approximately 8.0 metres east of the existing bridge serving Municipal Number 2361"*, with same being **Elevation 187.694 metres**.

The new pipe culvert and the backfilling for the Gorski Land Holding inc. Bridge (Parcel 710-02700) are to be placed on the following basis:

- i) The **East (upstream) invert** of the proposed bridge culvert is to be set at Elevation **184.924 metres**.

- ii) The **West (downstream) invert** of the proposed bridge culvert is to be set at Elevation **184.816** metres.
- iii) The centreline of driveway for this bridge installation shall be set to approximately Elevation **187.950** metres at the existing gravel shoulder edge, Elevation **187.658** metres at the culvert pipe centreline, and Elevation **187.425** metres at approximately 1.0 metre south of the south top of bank and then graded to match the existing ground elevation at each end of the granular approaches. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

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

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the road as noted on the plans. The Contractor shall provide a 5.0 metre radius on the roadside approach of the drain as seen on the plans and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends and swales which conflict with the bridge installation. All existing lateral tile drains and swales, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "REI-C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint to ensure a tight, solid seal.

The Contractor is to note that the granular driveway approaches extending from the existing edge of gravel shoulder to the north top of bank of the drain shall consist of granular material M.T.O. Type "A" O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12"), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 100%, and that all granular fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense. The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation and removal of vegetation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

VIII. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacement, 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.

IX. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Essex, County of Essex and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Essex, County of Essex 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 County 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 or the County 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 Town of Essex and the County of Essex and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- 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 that all accounts for the project have been paid in full

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.

APPENDIX "REI-A"

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

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

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

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

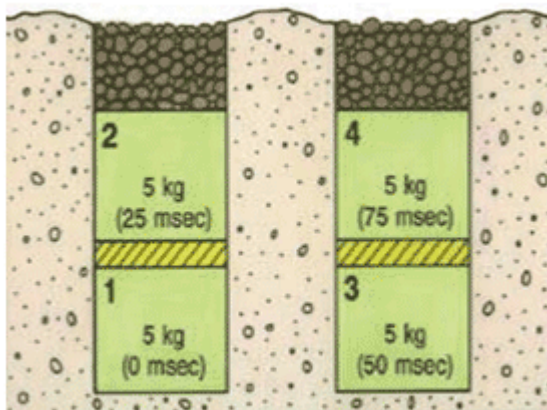
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish 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

SECTION II
SPECIFICATIONS
FOR FISH SALVAGE

GENERAL
SECTION 201

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

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

MATERIALS
SECTION 202

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

CONSTRUCTION
SECTION 203

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

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

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

MEASUREMENT AND PAYMENT
SECTION 204

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

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 MUSSEL SPECIES

7. Activities undertaken in Sensitive Areas for Mussels

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 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 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

8. Training and Required On Site Materials for Turtles

- 8.1. 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.

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

- 9.1. Subject to section 9.2, 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.
- 9.2. Section 9.1 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.

10. Measures for Encounters with Turtles During a Sensitive Period

- 10.1. 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.

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

- 11.1. 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.

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

- 12.1. 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 13.1;
- (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 13.1;
- (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.

13. Release of Captured Individuals Outside of a Sensitive Period

- 13.1. Where uninjured individuals are captured under section 12.1, 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.
- 13.2. Following a release under section 13.1, 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.

14. Measures for Dead Turtles

- 14.1. 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

15. Training and Required On Site Materials for Snakes

- 15.1. 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.

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

- 16.1. 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.

- 16.2. 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 20.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 16.3. 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.

17. Measures for Encounters with Snakes During a Sensitive Period

- 17.1. 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.

18. Measures for Encounters with Snake Nests

- 18.1. 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.

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

- 19.1. 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 15;
 - (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 20.1;
 - (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 20.1;
 - (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.

20. Release of Captured Individuals Outside of a Sensitive Period

- 20.1. Where uninjured individuals are captured under section 19.1, 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.
- 20.2. Following a release under section 20.1, 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.

21. Measures for Dead Snakes

- 21.1. 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

22. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 22.1. 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

23. Additional Measures for Butternut

- 23.1. 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,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

24. Measures for Other Trees

- 24.1. Where Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut within the Work Zone during work planning site visits;
 - (b) avoid disturbance to all individuals identified under (a) above, 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 where any of the individuals occur,
 - (ii) working around trees,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

25. Compliance Monitoring.

- 25.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 25.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

26. Reporting

- 26.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 25.1 and 25.2 during the previous twelve months to the MNR Designated Representative.

27. Review

- 27.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

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.

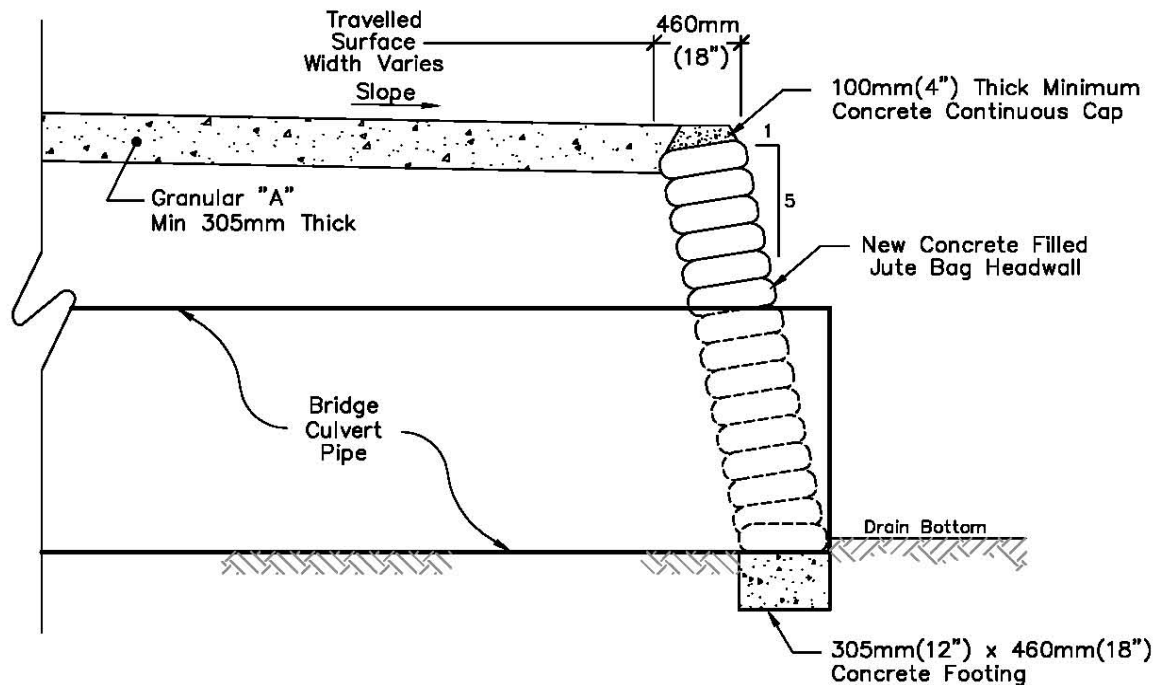
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original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

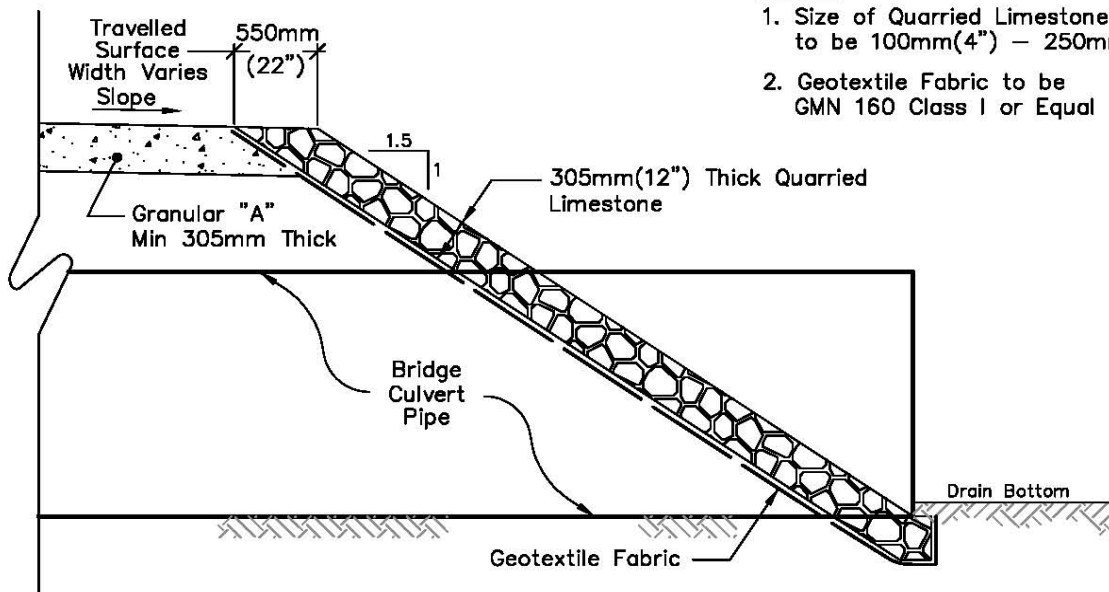
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

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

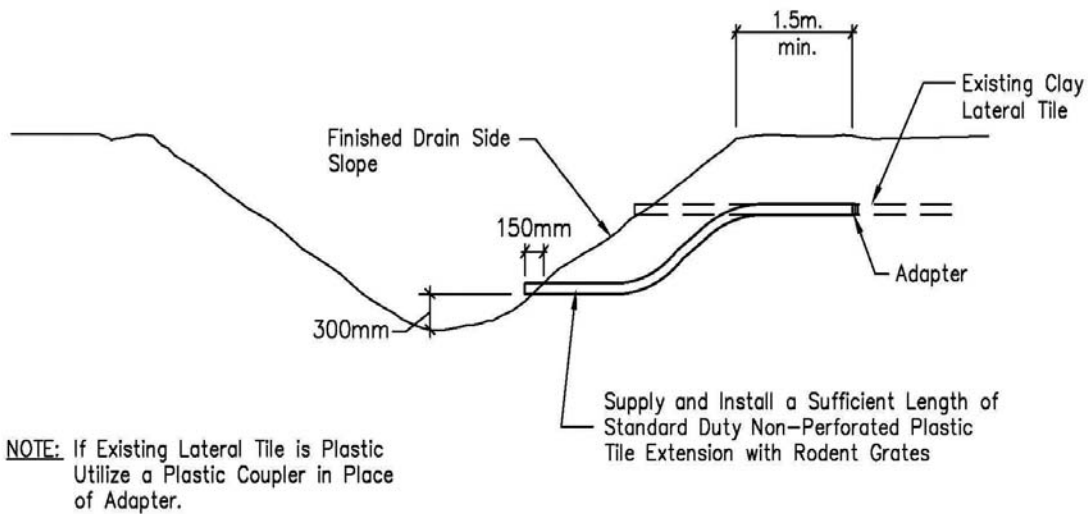


NOTE:

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

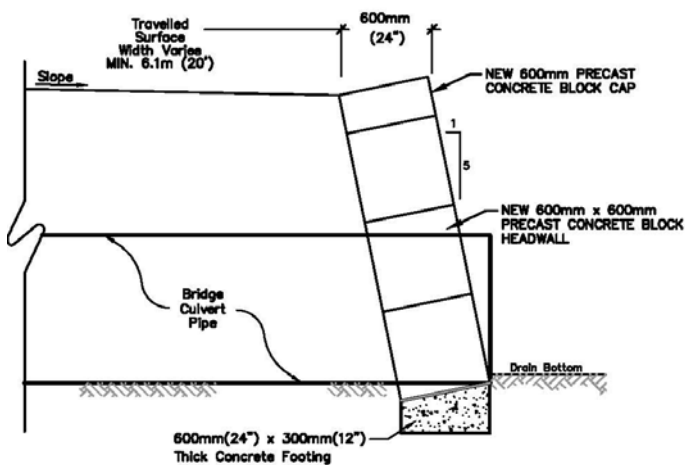
Typical Quarried Limestone End Protection

Rood Engineering Inc.
Consulting Engineers
 9 Nelson Street
 Leamington, Ontario N8H 1G6
 519-322-1621



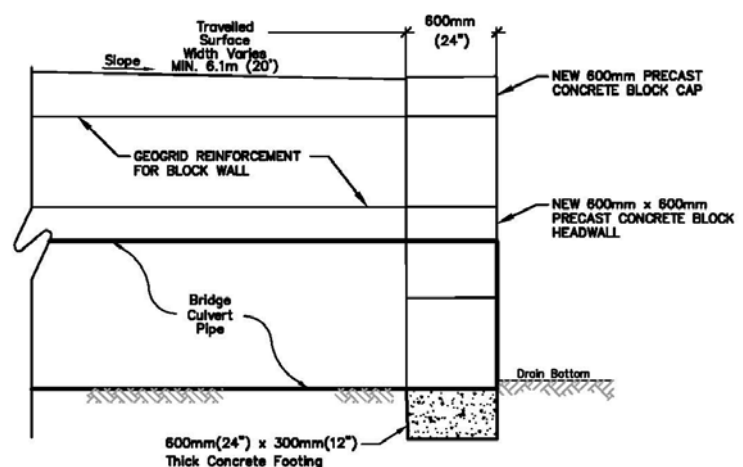
STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.

APPENDIX "REI-D"

Appendix D – General Conditions

not required.

APPENDIX "REI-E"

PLANS FOR GORSKI LAND HOLDINGS INC. BRIDGE

IN THE

SHEPLEY DRAIN

(Geographic Township of Colchester South)

IN THE

TOWN OF ESSEX

IN THE

COUNTY OF ESSEX • ONTARIO

GERARD ROOD, P.ENG.

ROOD
ENGINEERING
INC.

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

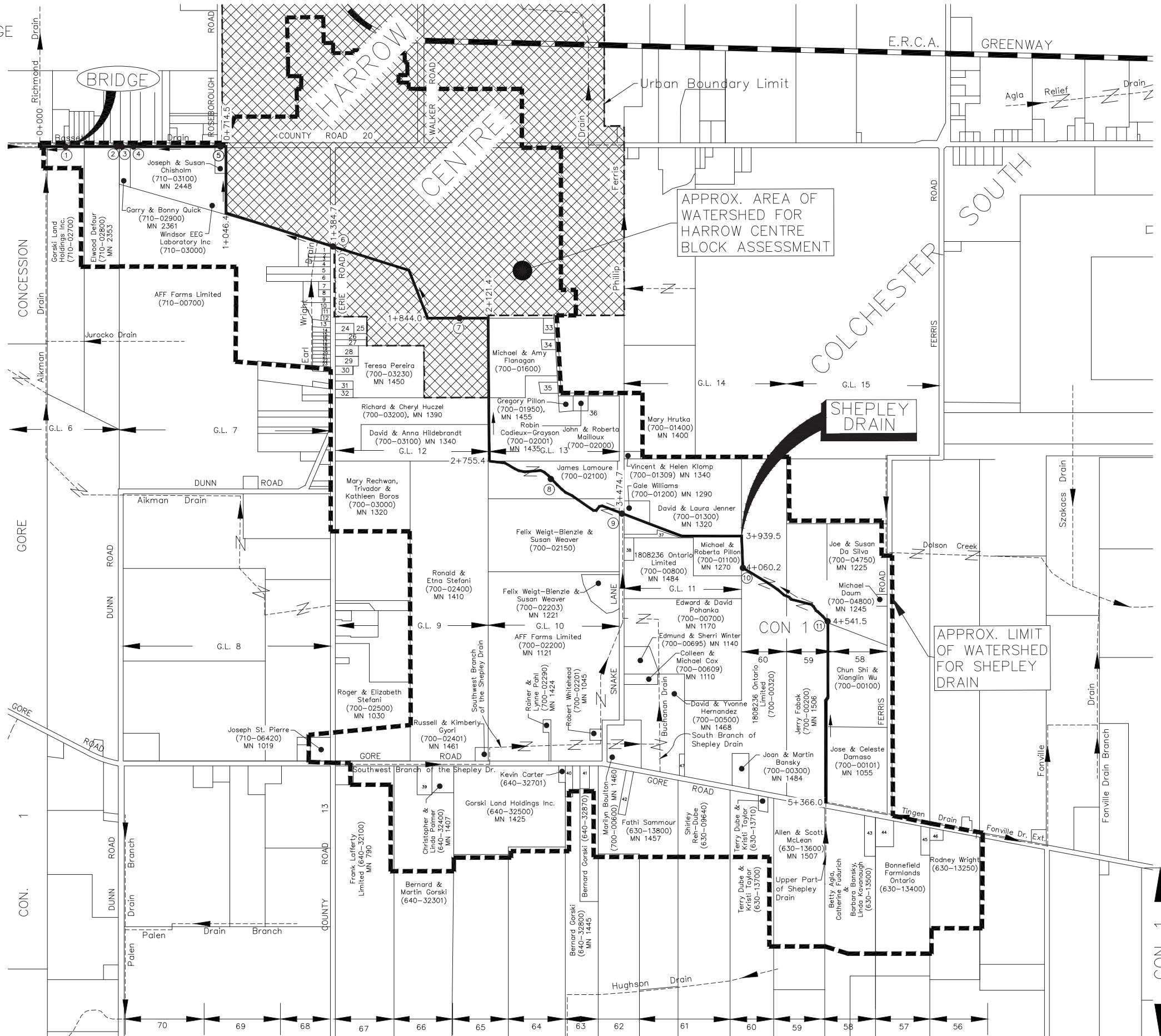


DATE: October 27th, 2020

TOWN OF ESSEX

MAYOR: Larry Snively
CLERK: Robert Auger
DRAINAGE SUPERINTENDENT: Lindsay Dean, BSc

No.	Roll No.	Owner/s
1	710-03200	Aaron & Sarah Swartz
2	710-03300	Jordan Castro & Dayna St. Louis (MN 1635)
3	710-03400	Margaret Hennessey (MN 1625)
4	710-03500	Margaret Hennessey (MN 1615)
5	710-03600	Maria Morujo (MN 1605)
6	710-03700	Joan & Debra Sabo (MN 1595)
7	710-03800	Robert & Teresa Durand (MN 1585)
8	710-03900	Ronald & Deborah Tofflemire (MN 1575)
9	710-04000	Jose & Theresa Matos (MN 1565)
10	710-04100	Jose & Joana Roberto (MN 1555)
11	710-04101	Dean Adam & Tania Morin (MN 1545)
12	710-04200	Patrick & Judy Ford (MN 1535)
13	710-04300	Richard & Mary Sinasac (MN 1525)
14	710-04400	Tracey Ralston (MN 1515)
15	710-04500	Bradley Swarts (MN 1505)
16	710-04600	Brent & Nancy Scratch (MN 1495)
17	710-04700	Erin Gall (MN 1485)
18	710-04800	Antonio Gomes & Diane Bondy (MN 1475)
19	710-04900	Timothy & Jacqueline Shepley (MN 1465)
20	710-05000	Preston Weaver (MN 1455)
21	710-05100	Donald Flore (MN 1445)
22	710-05200	Mitchell Reiner (MN 1435)
23	710-05300	Shane & Mary Ruthven (MN 1425)
24	700-03500	Owl Management Inc. (MN 1470)
25	700-03550	Harrow Health Centre Inc. (MN 1480)
26	700-03470	2275694 Ontario Inc.
27	700-03450	Bradley & Alice Laporte (MN 1460)
28	700-03400	Teresa Pereira (MN 1450)
29	700-03300	Perry & Kelly Landry
30	700-03250	Brian & Elizabeth Yaciuk (MN 1430)
31	700-03220	Christopher & Roseann O'Keefe (MN 1420)
32	700-03210	Derek & Julie Hedges (MN 1410)
33	700-01700	Gerald & Ashley Vigneux (MN 1555)
34	700-01800	Christine Leal (MN 1535)
35	700-01900	Andrew & Barbara Spurdza (MN 1495)
36	700-02000	John & Roberta Mailloux
37	700-01000	Loraine Crosby (MN 1260)
38	700-00900	Gordon & Brenda Dunn (MN 1240)
39	640-32300	Peter & Patricia McKeen (MN 1403)
40	640-32750	Jerome & Rose Mary Ferriss (MN 1443)
41	640-32850	Philip Jr & Eleonore Kroh (MN 1449)
42	630-13900	Russell & Kimberly Gyori (MN 1461)
43	630-13440	Tyler Ryerse & Hailey Broadwell (MN 1525)
44	630-13410	James Wright (MN 1537)
45	630-13301	Manuel Gaspar (MN 1545)
46	630-13300	Hailey Trealout, Jeremy & Sheri Mayville (MN 1547)
47	700-00400	Steven & Tonya Hammel (MN 1474)



WATERSHED PLAN

Scale = 1:8,000

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

DRAWN BY: L.V. & K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2020D012.DWG

Page 224 of 616



— 0+102.38

— 0+106.76

— 0+111.02

℄ of road

COUNTY RD 20

℄ of road

edge of pavement

GRAVEL DRIVEWAY
APPROACH (TYP.)

edge of pavement

edge of gravel

TOPSOIL &
SEED (TYP.)

R=5.0m (TYP.)

edge of gravel

rip rap

Shepley

185.023

Drain

185.154

R.O.W. Limit

R.O.W. Limit

NEW PIPE

8.70m

SLOPED QUARRIED LIMESTONE
EROSION PROTECTION (TYP.)

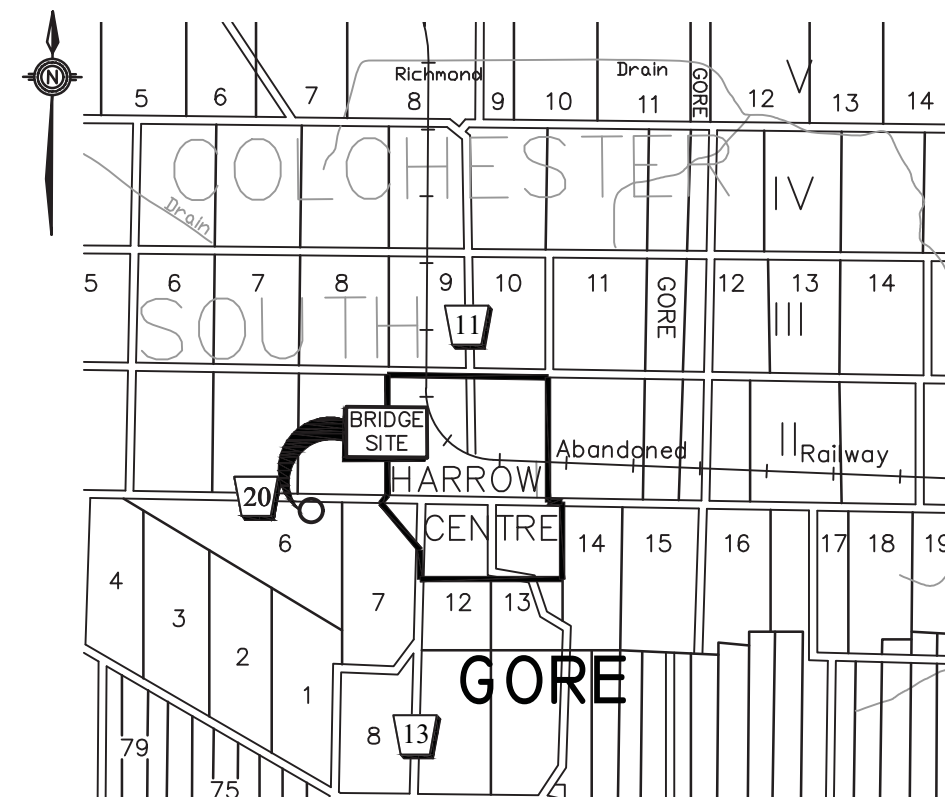
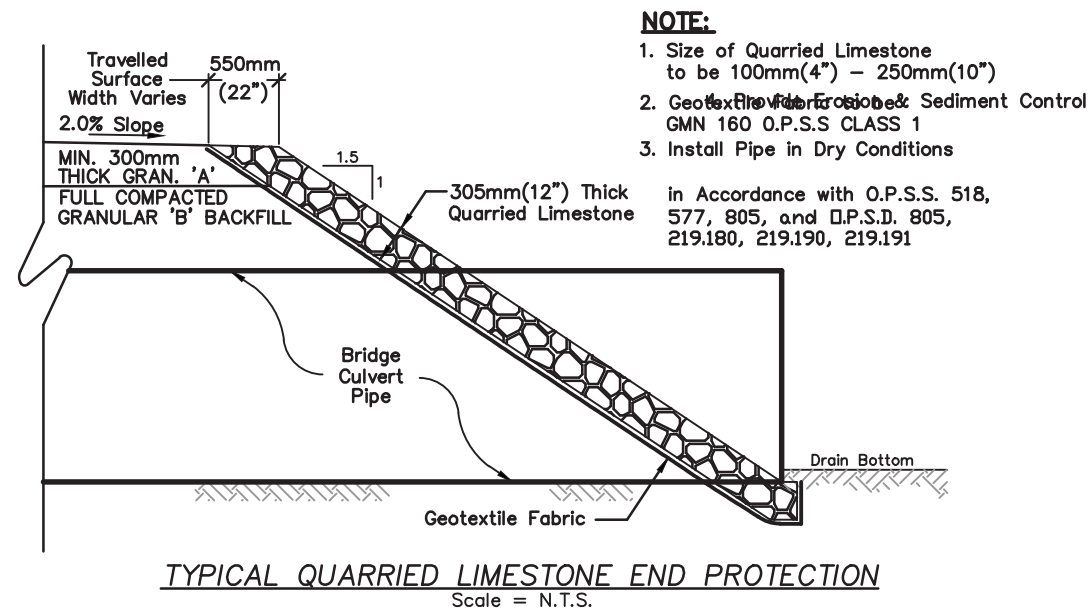
1700mmØ C.S.P.
E. INV.=185.302
W. INV.=185.187

Crop line

Gorski Land
Holdings Inc.
(710-02700)

BRIDGE PLAN

SCALE = 1:200



BENCHMARK:

TOP OF NAIL IN NORTH FACE OF HYDRO POLE LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 20 APPROX. 8.0m EAST OF THE EXISTING BRIDGE SERVING MN 2361.

ELEV. = 187.694m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
2000mm	18.0m (59.06 FT.)	2.0 mm (14 GA.)	125x25 mm (5.0"x1.0")	ALUMINIZED CSP	UPSTREAM INV. (E) =184.924m DOWNSTREAM INV. (W) =184.816m ℄ TOP OF DRIVEWAY =187.658m DRAIN GRADE = 0.6%

SHEPLEY DRAIN

Replacement Bridge For Gorski Land Holdings Inc. (710-02700)
(GEOGRAPHIC TOWNSHIP OF COLCHESTER SOUTH)
IN THE

TOWN OF ESSEX

IN THE

COUNTY OF ESSEX•ONTARIO



**ROOD
ENGINEERING
INC.**

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

FILE No.:
2020D012

DRAWN BY: M.A.
PLOT CODE: 1:1
FILE: REI2020D012.DWG

DATE: 2020-10-27

APPENDIX 'E'
2 OF 2
Page 226 of 616



Report to Council

Department: Office of the CAO
Division: Legal and Legislative Services
Date: December 7, 2020
Prepared by: Robert W Auger, Town Solicitor/Clerk
Report Number: Legal & legislative Services 2020-021
Subject: 2021 Town Insurance Program RFP Results
Number of Pages: 3

Recommendation(s)

That Legal & legislative Services Report 2020-021 entitled 2021 Town Insurance Program: RFP Results be received:

That Council award the Request For Proposal for General Insurance Services to Frank Cowan Company Limited ("Cowan") for a one year term (January 1, 2021 to January 1, 2022) with the option to renew for each subsequent year (up to a maximum of 5 years) based on satisfactory performance, quotes, and service.

Purpose

Section 270 of the municipal Act, 2001 requires that a municipality adopt and maintain policies and procedures with respect to the procurement of its goods and services. The Town's Procurement By-law (By-law 1043) requires that purchases in excess of \$100,000.00 be approved by Council.

Background and Discussion

In 2020 the Town experienced a significant increase in the premium cost of its general Insurance Program. This significant increase in premium cost was largely reflective of the increasing risks being faced by all Ontario municipalities as it relates to general municipal liability exposure and its associated “CGL” or commercial general liability insurance coverage . The Association of Municipalities of Ontario (“AMO”) in its August 2020 publication entitled “Municipal liability and Insurance costs” provided the following comments:

“Municipal governments cannot afford to be the insurer of last resort. The principle of joint and several liability is costing municipalities and taxpayers dearly, in the form of rising insurance premiums, service reductions, and fewer choices. AMO believes it is unfair to ask property taxpayers to carry the lion’s share of a damage award when a municipality is found at minimal fault, or to assume responsibility for someone else’s mistake. At the same time, Councils are being forced to redirect property tax dollars to pay rising insurance premiums.

In response to these issues, the provincial government announced a consultation with municipal governments in January 2019. In July 2019, the Attorney General wrote to all Heads of Councils seeking municipal perspectives on joint and several liability, insurance costs, and “liability chill” affecting public services.

AMO awaits the government’s response to the consultation and understands that delays are occurring due to COVID-19. However, the current environment is seeing increased liability concerns emerge as municipal governments work to manage COVID-19 and the phased re-opening across the province.”

Despite the current challenges that all municipalities generally are facing with respect to the rising costs of Insurance Programs it was still determined by Administration that it would be prudent for the Town to issue a Request For Proposal (“RFP”) for insurance services to see if it might be able to realize some savings for the taxpayers while not compromising the extent or scope of coverage.

As a result a Request for Proposal was posted on the Town's website and on MERX Canadian Public Tenders on September 28, 2020 and the RFP closed on October 21, 2020.

Two RFP's were received and evaluated by Administration using a scorecard approach taking into account the fee proposal itself, municipal experience, financial responsibility and services offered. After reviewing the proposals and totaling the scores, Frank Cowan Company Limited scored the highest and provided the best scope of work including pricing as identified in the RFP.

Coverages and deductibles for the various policies under the proposed RFP are in line with current coverages except with respect to the general liability policy where the proposed limits and deductibles are better than current coverages. With respect to deductibles it should be noted that prior to 2020 the Town was traditionally able to carry a claim deductible of \$25,000 on its policy for general liability. However starting in 2020 the Town was advised that \$25,000 deductibles for general liability coverage were generally no longer available or financially feasible in the market for municipal coverage and so for 2020 the Town's deductible on its general liability policy was \$100,000. This dramatic increase in the deductible was required in order to keep the overall premium feasible for the Town. Again the rationale for the increase is attributable to the increased claims and/or exposures to liability facing all municipalities and causing insurers to make adjustments in the market place to cover the resulting increase in loss claims.

The proposed RFP for 2021 provides a limit of liability of \$15 million for any one liability claim (as compared to \$5 Million under current 2020 coverage). The proposed RFP for 2021 likewise contains a claim deductible of \$100,000 on the general liability policy however the proposal offers an option to lower that deductible to \$50,000 for an additional add-on premium of \$30,000. Administration recommends that this option be exercised if council awards this RFP to the recommended proponent.

Finally this Insurance Program provides coverage policies for General Liability, Errors and Omissions, Property, Automotive, Facility Users, Environmental and Excess liability coverage.

The Towns Cyber and Volunteer Fireman's Accident and Sickness policies are separate "add-on" policies with separate renewal dates later in 2021 (March and August).

Financial Impact

The 2021 premium with the \$50,000 liability deductible option added in is \$604,309 (not including applicable tax). In 2020 the Towns renewal premium on this insurance program was \$738,429 (not including applicable tax). This represents a potential savings to the Town of approximately \$134,120.

Consultations

Jackson Tang, Assistant Manager, Business Services

Shelley Brown, Deputy Clerk, Legal & legislative Services

Link to Strategic Priorities

- ☐ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☒ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.

Report Approval Details

Document Title:	Insurance Request For Proposal Results .docx
Attachments:	
Final Approval Date:	Dec 2, 2020

This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to Chris Nepszy, Chief Administrative Officer was completed by workflow administrator Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk

Chris Nepszy, Chief Administrative Officer - Dec 2, 2020 - 11:06 AM



Report to Council

Department: Community Services
Division: Community Services
Date: December 7, 2020
Prepared by: Doug Sweet, Director – Comm. Services/Deputy CAO
Report Number: Community Services-2020-05
Subject: CS-2020-HEIRS Lease Renewal at Harrow Arena
Number of Pages: 4

Recommendation(s)

The following three (3) recommendations are provided for the Council's consideration:

- i. That Community Services Report 2020-014 entitled "Harrow Early Immigrant Research Society Renewal of Lease Agreement at Harrow Arena" **be received**, and
- ii. That Council **approve** entering into a renewal agreement with Harrow Early Immigrant Research Society for leased space at the Harrow Arena located at 243 McAfee for an additional ten year period commencing on the first day of January, 2021 and concluding on December 31, 2031 subject to the general terms and conditions as outlined in By-Law 1970; and
- iii. That Bylaw 1970 **receives** First, Second, Third readings at the December 7, 2020 Council meeting.

Purpose

To obtain Council approval to enter into an agreement with Harrow Early Immigrant Research Society (HEIRS) to lease space at Harrow Arena located at 243 McAfee for their research library.

Background and Discussion

HEIRS has been renting the space (see attached schedule "A") at the Harrow Arena to offer an ancestry research library and resource centre since approximately March of 2001. In November, 2020, HEIRS provided written notice to Administration requesting that their lease agreement with the Town be extended an additional 10 year and further, that they be permitted to continue with their exclusive use of the space. Administration is recommending that the lease be extended for an additional ten year term under the current terms and conditions.

Financial Impact

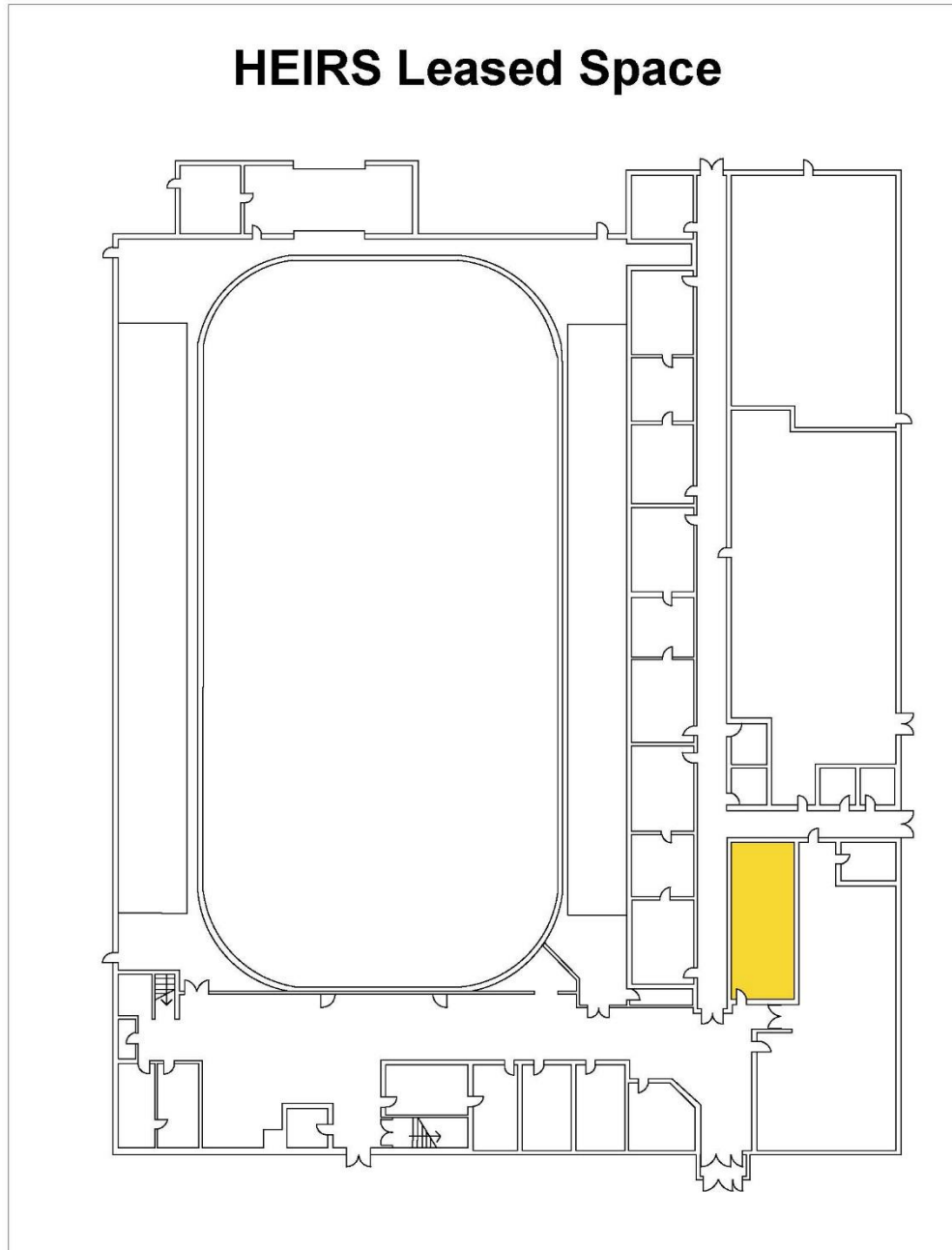
The lease will require the Tenant pay an annual fee of \$1,200 plus applicable harmonized sales tax (HST) or a monthly rate of \$100 plus HST. It is recommended for the lease agreement that the Consumer Price Index (CPI) be incorporated into the monthly base rate annually beginning January 1st.

The Tenant shall also provide monthly rental payments in the form of twelve (12) post-dated cheques based on the recommended monthly lease amount as provided above at the time of entering into this Lease Agreement.

Consultations

Jeffrey Morrison, Director of Corporate Services

Schedule 'A' - HEIRS Leased Space at Harrow Arena



Link to Strategic Priorities

- ☐ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☒ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.

Report Approval Details

Document Title:	CS-2020-HEIRS Lease Renewal - Community Services-2020-05.docx
Attachments:	- By Law 1970 Lease Agreement_HEIRS renewal_Harrow Arena.docx
Final Approval Date:	Dec 2, 2020

This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to Chris Nepszy, Chief Administrative Officer was completed by workflow administrator Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk

Chris Nepszy, Chief Administrative Officer - Dec 2, 2020 - 11:07 AM

The Corporation of the Town of Essex

By-Law Number 1970

Being a by-law to authorize the execution of a lease agreement between the Town of Essex and the Harrow Early Immigrant Research Society for property to operate a research library inside of the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario

Whereas the Town is the owner of the property and building located at 243 McAfee Street, Harrow, Ontario which has land for lease;

And Whereas the Harrow Early Immigrant Research Society is desirous of leasing space to operate a historical research and ancestry library at the Harrow and Colchester South Recreation Complex located at 243 McAfee Street;

And Whereas the Town is desirous of entering into a Lease Agreement with Harrow Early Immigrant Research Society for leasing property to operate a historical research and ancestry library as noted above;

Now therefore the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Lease Agreement between The Corporation of the Town of Essex and Harrow Early Immigrant Research Society to lease space to operate historical research and ancestry library located inside of the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario, upon the terms and conditions and in the form and manner designated in said Lease Agreement which is attached hereto as Appendix "A."
2. That the Mayor and Clerk are hereby authorized to give such other assurances as may be required to give effect to the Lease Agreement and By-law 1970.
3. That This by-law shall come into force and take effect upon the final passing thereof.

Read a first, second, and third time and finally adopted on December 7, 2020.

Mayor

Clerk

Appendix "A" to By-law 1970

This Agreement made in duplicate this 7th day of December, 2020

In Pursuance of the Short Forms of Lease Act

Between:

The Corporation of the Town of Essex

"Corporation"

And

**Harrow Early Immigrant Research Society, a non-profit corporation
incorporated pursuant to the laws of Ontario**

"HEIRS"

Witnesseth:

Whereas the Municipal Act, 2001, S.O. 2001, Chapter 25, provides the Municipality may, for its own purposes, exercise its powers under the culture, park, recreation and heritage sphere of jurisdiction in the Municipality;

And Whereas Section 11 provides that the Municipality may pass By-Laws respecting matters relating to culture, parks, recreation and heritage;

And Whereas the Corporation is the Owner of the building located at 243 McAfee Street, Harrow, Ontario;

And Whereas in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of HEIRS to be paid observed and performed, the said Corporation hath demised and leased and by these presents doth demise and Lease unto the said HEIRS

those certain premises located in the municipality of Essex and being more specifically described as follows: **Harrow and Colchester South Recreation Complex**

243 McAfee Street

Harrow, Ontario

and being composed of the area as shown on Schedule "A" attached hereto (hereinafter called the "HEIRS Leased Space"), **and upon the following terms and conditions:**

To have and to hold the premises for a ten (10) year term, to be computed from the first day of January, 2021 and ending on day 31 of December, 2031.

Provided that this lease is in good standing the Lessee shall have the right to renew this lease for a second 10 year term, to be computed from the 1st day of January, 2032 to December 31, 2042.

HEIRS covenants with the Corporation the following 11 items:

1. To maintain the premises in a state of cleanliness and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises,
2. To pay the Town the annual amount of \$1,200.00 plus Harmonised Sales Tax (H.S.T.) in year one and thereafter in each subsequent year, the previous year's base rent, plus the annual Consumer Price Index (CPI) which will formulate the current year's base rent, each and every month due and payable on the first day of each month thereof for the right to lease property within the Harrow and Colchester South Recreation Complex,
3. Not to assign or sublet the property without the consent of the Corporation, such consent not to be arbitrarily or unreasonably withheld and HEIRS shall pay the Corporation's reasonable expenses incurred thereby,
4. Not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased,

5. To leave the premises in good repair, reasonable wear and tear and damage by fire lightning and tempest only excepted,
6. To undertake and agree to maintain the leased area within 243 McAffee Street, Harrow, in good condition and free from litter,
7. Will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted,
8. Shall throughout the term of this lease, at their own expense, maintain in good standing its status as a Non-profit Ontario Corporation and it keep in force for the benefit of the Corporation and Harrow Early Immigrant Research Society, comprehensive general liability insurance in respect of injury to or death of one or more persons or property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering the leased premises described herein. The Corporation of the Town of Essex shall be named as an additional insured in the policy of insurance and the policy shall contain a cross liability and separation clause. Such policy of insurance shall not be changed, cancelled or allowed to lapse without providing the Corporation with thirty (30) days' notice in writing. HEIRS will provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease Agreement,
9. Shall throughout the term of this lease, at their own expense, keep in force insurance against loss or damage by fire on any equipment, inventory and supplies owned by Harrow Early Immigrant Research Society and maintained on site,
10. Shall not make any alterations, additions or improvements to the leased premises without first submitting the plans and specifications (including materials to be used) thereof to the Corporation and without first obtaining approval in writing of the Corporation, such approval may not be unreasonably withheld,
11. To promptly notify the Corporation of any repairs to be made by the Corporation, and upon giving prior notice in accordance with The Commercial Tenancies Act, the

Corporation shall be permitted to enter and view the state of repair and to make any such repairs. HEIRS shall be responsible for any and all applicable inspections, including but not limited to, the Town of Essex Fire and Building Departments, and

The Corporation covenants with HEIRS:

1. To provide HEIRS with quiet enjoyment of the premises,

Provided that HEIRS is not in breach of the terms of this Agreement, HEIRS may remove their facility, if such removal may be, and is done without injury to the premises.

Provided that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

Provided that, where the premises become vacant and so remain for a period of sixty (60) days, it shall be presumed that HEIRS has abandoned the premises and the Corporation may re-enter and take immediate possession of the premises.

Proviso for re-entry by the Corporation on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Commercial Tenancies Act.

Provided HEIRS has not been in default during the term of this Lease and it is mutually agreeable between the Corporation and HEIRS shall have and is hereby granted, an option to extend the term of this Lease for an additional ten (10) year period at mutually agreeable conditions upon providing such notice is in writing to the Corporation ninety (90) days prior to the end of this Lease term, with such renewal to begin upon the expiration of the term of this Lease without any further right to renew.

Provided that the Corporation shall have the right to cancel this Lease Agreement at any time during the term of the Agreement, as a result determining another use for the building, upon providing notice in writing to HEIRS ninety (90) days prior to the cancellation of such Agreement.

It is hereby declared and agreed that the expressions "Corporation" and "Harrow Early Immigrant Research Society" wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

And it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this Lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

The following addresses are provided for the Corporation and Harrow Early Immigrant Research Society for purposes of providing notice:

Corporation:

The Corporation of the Town of Essex

33 Talbot Street South,
Essex, ON N8M 1A8
Telephone: 519-776-7336

HEIRS

Chris Carter, Vice President

232 Maple Avenue
P. O. Box 242
Harrow, ON NoR 1Go
Telephone: 519-738-1121

Bonnie Storey

201 – 10 Hillview Crescent
Kingsville Ontario NgY 1J6
Telephone: 519-733-9259

In Witness Whereof the said parties hereto have duly executed this Agreement.

Signed, Sealed and Delivered in the presence of:

**Harrow Early Immigrant Research
Society**

Witness as to signature of

Chris Carter, Vice President

Witness as to signature of

Bonnie Storey, Treasurer

I/we have authority to bind the Corporation

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Essex

Witness as to signature of

Mayor, Larry Snively

Witness as to signature of

Clerk, Robert Auger

We have authority to bind the Corporation

Receipt of Lease Agreement:

I hereby acknowledge receiving a duplicate original copy of the herein Lease Agreement.

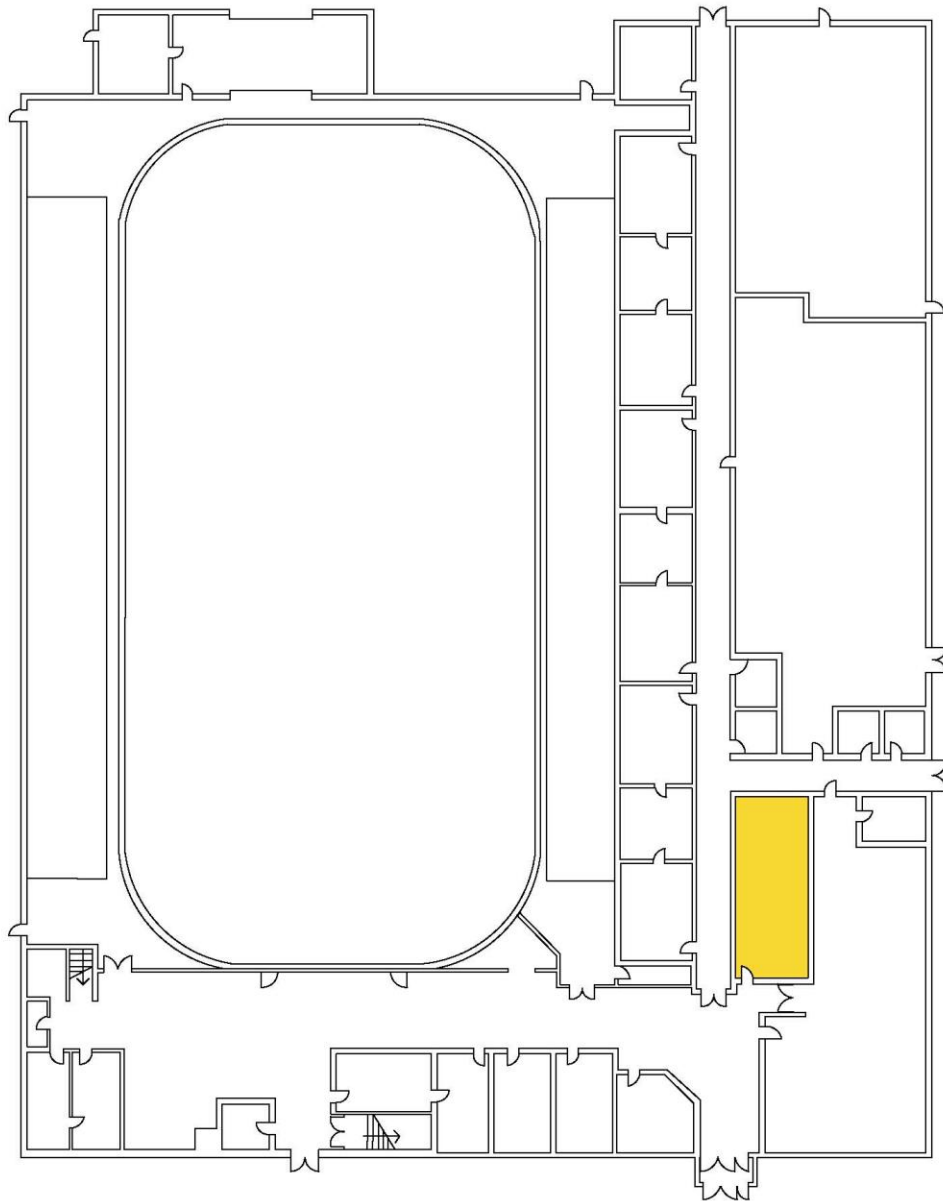
Harrow Early Immigrant Research Society:

Chris Carter, Vice President

Bonnie Storey, Treasurer

Schedule "A" – Harrow Early Immigrant Research Society Leased Space

HEIRS Leased Space





Report to Council

Department: Infrastructure Services

Division: Drainage

Date: November 2, 2020

Prepared by: Lindsay Dean, Drainage Superintendent

Report Number: Drainage-2020-12

Subject: Appointment of an Engineer under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain

Number of Pages: 3

Recommendation(s)

That Drainage-2020-12 entitled Appointment of an Engineer under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain prepared by Lindsay Dean, Drainage Superintendent dated November 2, 2020 be received, and

That Council appoint Baird AE under Section 78 of the Drainage Act to legalize a culvert installation on the Lawrence Quick Drain.

Purpose

A culvert was installed in the Lawrence Quick Drain in 2012, however, it was not installed as part of the Drainage Act process. Baird AE worked on the initial design of the culvert in 2012 and their official appointment under Section 78 of the Act will legalize this culvert as part of the Lawrence Quick Drain.

Background and Discussion

The Lawrence Quick Drain runs along the north side of the 6th Concession Road from Lot 20 to its outlet into the Hicks Drain.

Under Section 78 of the Drainage Act, Council may appoint an engineer to make repairs or improvements to existing municipal drains that have been passed under municipal by-law. The Lawrence Quick Drain is a municipal drain that has been adopted by municipal by-law and any new culverts added to this municipal drain would qualify under this section of the Act.

Prior to the appointment of an engineer, notice must be sent to the Conservation Authority and after 30 days an engineer may be appointed to this project. An engineer appointment under Section 78 of the Drainage Act, gives the engineer authority to review the drainage works and prepare a report outlining their recommendations.

The procedures and appeals under Section 78 are followed in the same manner as Petition Drains, Section 4 of the Drainage Act. The general procedure is as follows:

- Council appointment of an engineer to prepare a report;
- Conduct an on-site meeting with affected landowners;
- Meeting to consider the report and passing of the provisional by-law;
- Court of Revision;
- 3rd and Final Reading of the by-law;
- Construction of drainage works

In this case, the new culvert has already been installed, therefore the execution of this process will ensure that the culvert will be considered a legal entity of the Lawrence Quick Drain.

Schedule

Should Council approve to proceed with the report and appoint an Engineer, the estimated schedule will be as follows:

- Council approval and appointment of Engineer –December 2020
- On Site Meeting – December 2020
- Preparation of the Report – March 2021
- Submission of Report and notification period –April 2021
- Consideration of the Report by the Drainage Board –May 2021
- Provisional By-law and Adoption by Council – May 2021
- Court of Revision –June 2021
- 3rd and Final Reading of the By-law – July 2021

Financial Impact

The landowner of the culvert will be responsible for all costs associated with the construction and engineering works that have already occurred as well as any additional engineering and incidental costs to finalize the report since this is a secondary entrance for this property. It is anticipated that the cost to legalize the culvert will be under \$5,000.

Link to Strategic Priorities

- ☒ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.



Report to Council

Department: Development Services

Division: Planning

Date: December 7, 2020

Prepared by: Rita Jabbour, RPP, Manager, Planning Services

Report Number: PLANNING2020-27

Subject: Draft Plan of Subdivision Approval, Parkland Estates
(Applicant: Noah Homes, 1552843 Ontario Limited) File
No. 37T20004

Number of Pages: 6 including attachments

Recommendation(s)

That Planning report PLANNING2020-27 entitled Draft Plan of Subdivision Approval, Parkland Estates (1552843 Ontario Limited) File No. 37T20004 prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 7, 2020 be received, and

That Council request that the Manager of Planning Services for the County of Essex give draft plan of subdivision approval to 1552843 Ontario Limited (Noah Homes), for the development of the "Parkland Estates" subdivision on lands comprising Part of Lot 12, Second Range of the Gore, on the East side of County Road 13, south of Pollard Drive, to permit the development of single-detached and semi-detached dwellings, in accordance with the draft plan prepared by Verhaegen Land Surveyors and dated July 16, 2020 subject to the following:

1. That 1552843 Ontario Limited (Noah Homes) enter into a subdivision agreement with the Town for the provision of roads and other services and facilities to the subdivision, in accordance with the draft plan attached to this resolution; and

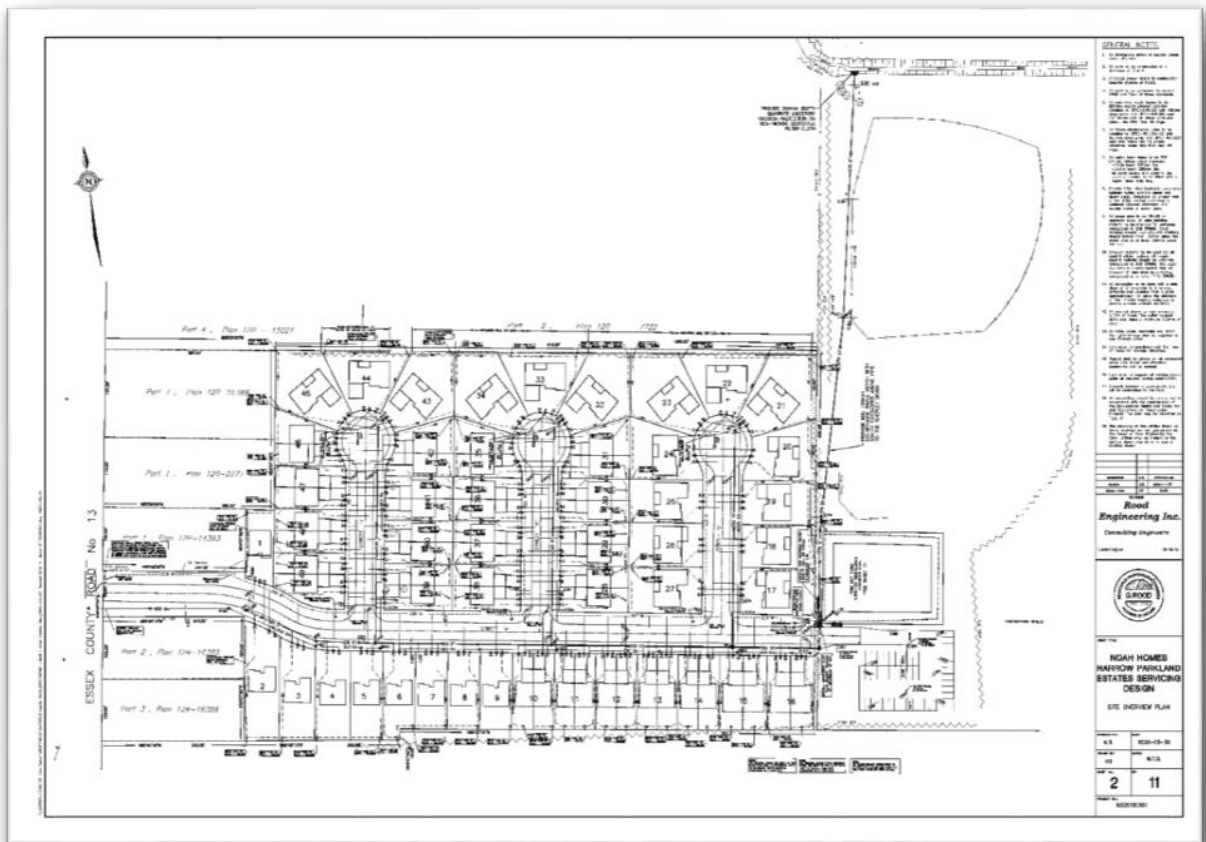
2. Such other conditions requested by the Manager of Planning Services for the County of Essex, as a condition of draft plan of subdivision approval; and
3. That Council agree to accept cash in lieu of a parkland dedication and to permit the construction of a storm water management pond and public parking area on Town lands, in accordance with the provisions of the subdivision agreement.

Purpose

To recommend draft plan approval to the Manager of Planning Services at the County of Essex for the Parkland Estates Subdivision in the Harrow Primary Settlement Area.

Background and Discussion

The subject lands are located on the East side of County Road 13, south of Pollard Drive. The 5.65 hectare (14 acre) property was rezoned to permit single and semi-detached dwellings and townhomes in 2019. The proponent, Noah Homes (1552843 Ontario Limited), is proposing to construct twenty-six (26) single-detached dwellings and twenty-three (23) semi-detached dwellings for a total of seventy-two (72) dwelling units, according to the following lot and road plan:



A local road will extend from County Road 13 (Erie Road) to the East limit of the property, terminating at the West limit of the Town-owned recreational lands, identified as the Pollard Park and Kinsmen Participark Trail. Three (3) other cul-de-sac streets will accommodate the bulk of the dwellings.

Unique to this subdivision is the provision of the parkland dedication and storm water management system required for this subdivision. Rather than dedicate lands within the subdivision itself for such purposes, subject to Council's approval, the proponent will place the storm water management system within the property boundaries of Pollard Park. In lieu of providing parkland within the subdivision, it is also proposed that the proponent will construct a public parking area within the boundaries of Pollard Park and just South of the storm water management system.

There is a mutual benefit to this approach. For the Town, there will now be access to the park directly from County Road 13 by way of a dedicated public road. Currently, access to the park is via the former Harrow High School playground. The parking area will provide public parking for users of the park and its recreational facilities. For the proponent, more land will be devoted to dwellings and no cul-de-sac will be required at the East terminus of the main road within the subdivision. The cost saving, combined with the cash in lieu of parkland contribution, will cover the cost of the public parking area. This approach is addressed in the draft servicing agreement.

Public Meeting and Agency Comments

Public notice of this subdivision proposal was given in writing to all property owners within 120 meters of the subject lands affected, and was published in the Harrow News, a local paper of general circulation. A virtual public meeting was held on Monday, November 23 to hear public comments and receive submissions. **The presentation is attached to this report.**

One (1) person addressed Council at the public meeting to receive additional information concerning the proposed access road into the subdivision and light pollution impacting his property. Administration noted that although the design of the road is not yet finalized, the access area off of County Road 13 will be the only access area into the subdivision and that the intersection of the site at County Road 13 will be controlled by a stop sign on the westbound approach with a single ingress and egress lane. Administration also noted that a photometric analysis was completed for the subdivision that ensures light pollution will be controlled and that fixtures will be dark sky compliant, and that the submitted Traffic Impact Study (TIS) was reviewed and approved by the County of Essex Engineering department.

Generally, Administration is in support of the draft plan of subdivision subject to the execution of a subdivision agreement, **a draft of which is attached to this report.** Comments were received from the Essex Region Conservation Authority, Windsor-Essex District Catholic School Board, Hydro One and the County of Essex Department of Public Works. All recommendations have been incorporated into the draft subdivision agreement.

Next Steps

Council, by resolution, will ask the Manager of Planning Services for the County of Essex to give draft plan of subdivision approval to the proposed Parkland Estates subdivision. Once satisfied with the plan and the terms of approval, the County will relay draft approval to the Town of Essex Clerk and list the conditions of approval. Most importantly, draft approval will include the requirement that the proponent and Town execute a subdivision agreement incorporating the terms of approval and such other conditions required by the Town and County. Development Services will subsequently report to Council with the recommendation that the draft subdivision agreement be adopted by by-law to permit its signing and registration, thereby setting the framework for the development of the subdivision to proceed.

If draft approval is granted, the proponent will have three (3) years to satisfy all conditions. Final approval of subdivision is granted only when all conditions are fulfilled.

Financial Impact

All development charges applicable to the construction of residential dwellings within the subdivision will be waived until December 31, 2021, which the Town is required to fund, be it through taxation, user rates or any other form of revenue. The total amount of development charges to be waived is as follows:

Municipal Wide (Hard Services)	Municipal Wide (Soft Services)	Area Specific Wastewater	Total
\$226, 656	\$375, 408	\$184, 752	\$786, 816.00

All costs associated with the construction of the public parking area on the municipal recreational lands will be borne by the developer.

Consultations

Robert Auger, Town Solicitor/Clerk

Doug Sweet, Director of Community Services/Deputy CAO

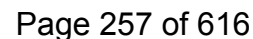
Jeffrey R. Morrison, Director, Corporate Services/Treasurer

Kevin Girard, Director, Infrastructure Services

Kevin Carter, Manager of Building Services, Chief Building Official

Link to Strategic Priorities

- ☐ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.
- ☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.
- ☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.
- ☒ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.
- ☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.
- ☐ Improve the Town's capacity to meet the ongoing and future service needs of its citizens while ensuring the corporation is resilient in the face of unanticipated changes or disruptions.





Public Meeting

**To Consider a Proposed Draft Plan of Subdivision for the Vacant Lands
located on the East Side of County Road 13
also known as Parkland Estates, Harrow**

November 23, 2020



Purpose of Meeting:

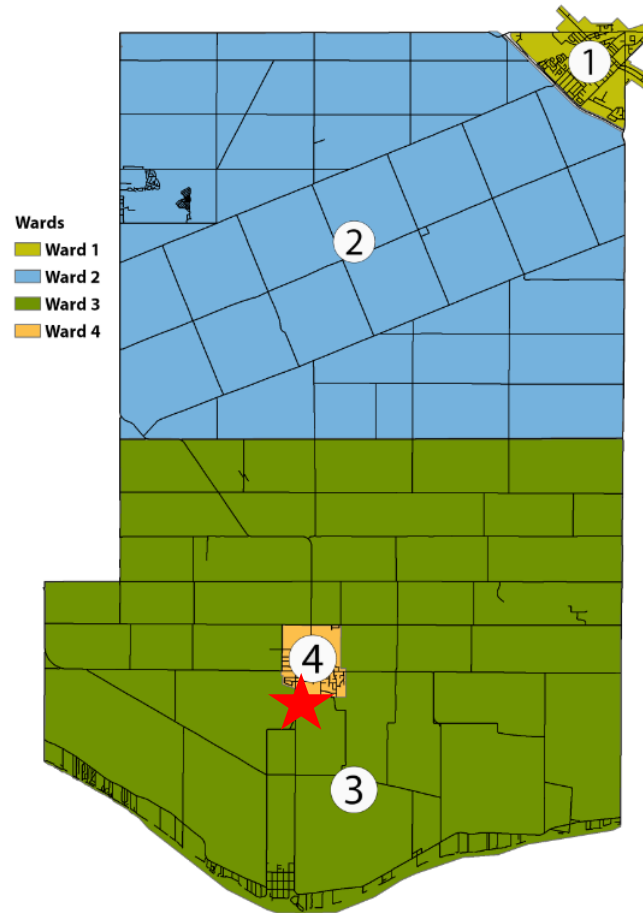
At this statutory public meeting, Council hears representations from the public in regard to the merits and concerns related to the application for Draft Plan of Subdivision.

Council does not make a decision at this time.

Subject Lands

★ Location:

- **5.65 hectares** (14 acres) of vacant land on the East Side of County Road 13 in Harrow Primary Settlement Area, **just South of 1 Pollard Drive (Harrowood)** and **just West of Pollard Park & Kinsmen Participark Trail**



Subject Lands

Official Plan Designation:
Residential

Existing zoning: Holding
Residential District 2.2
(HR2.2), Medium density
housing on urban lots

Permitted uses: single,
semi, and townhomes



PLAN 75189 - 0002 ESSEX COUNTY ROAD No. 13 (E.C. ROAD SOUTH)

(DRAFT PLAN, ADDRESS BETWEEN LOTS 7 AND 12)

LOT
REGISTRARS COMPILES PLAN 1645

LOCALLY KNOWN AS
POLLARD DRIVE (Not A. No. 1945 128-1722)

LOT 12

BLOCK 60

SECOND RANGE OF THE GORE

PLAN 75189 - 0006

PLAN 75189 - 0001

PLAN 75189 - 0003

PLAN 75189 - 0004

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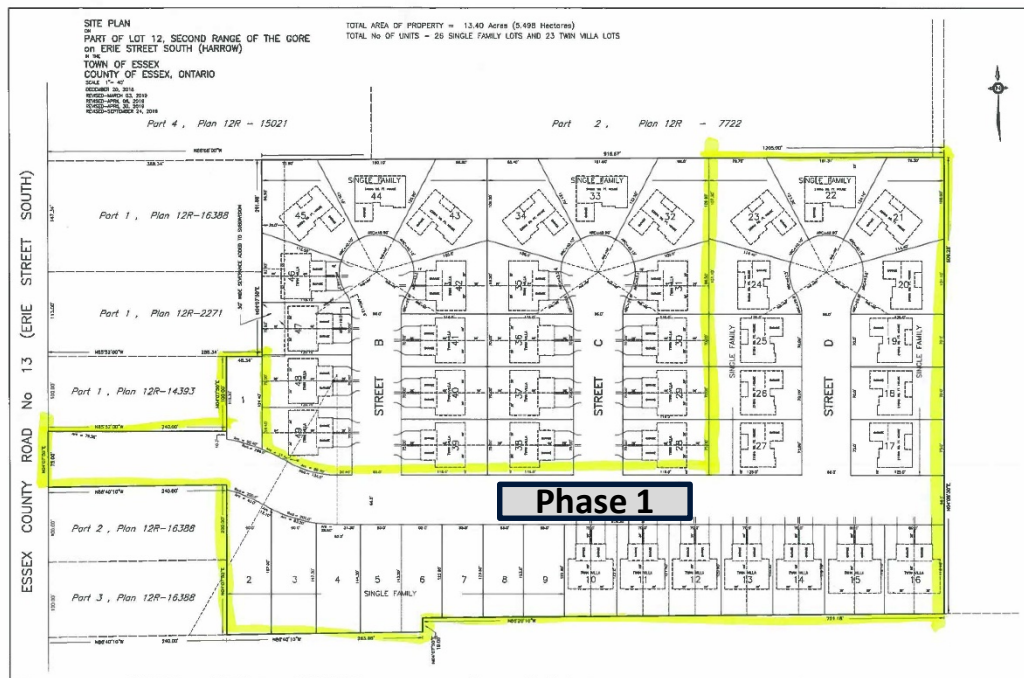
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Proposed Plan of Subdivision





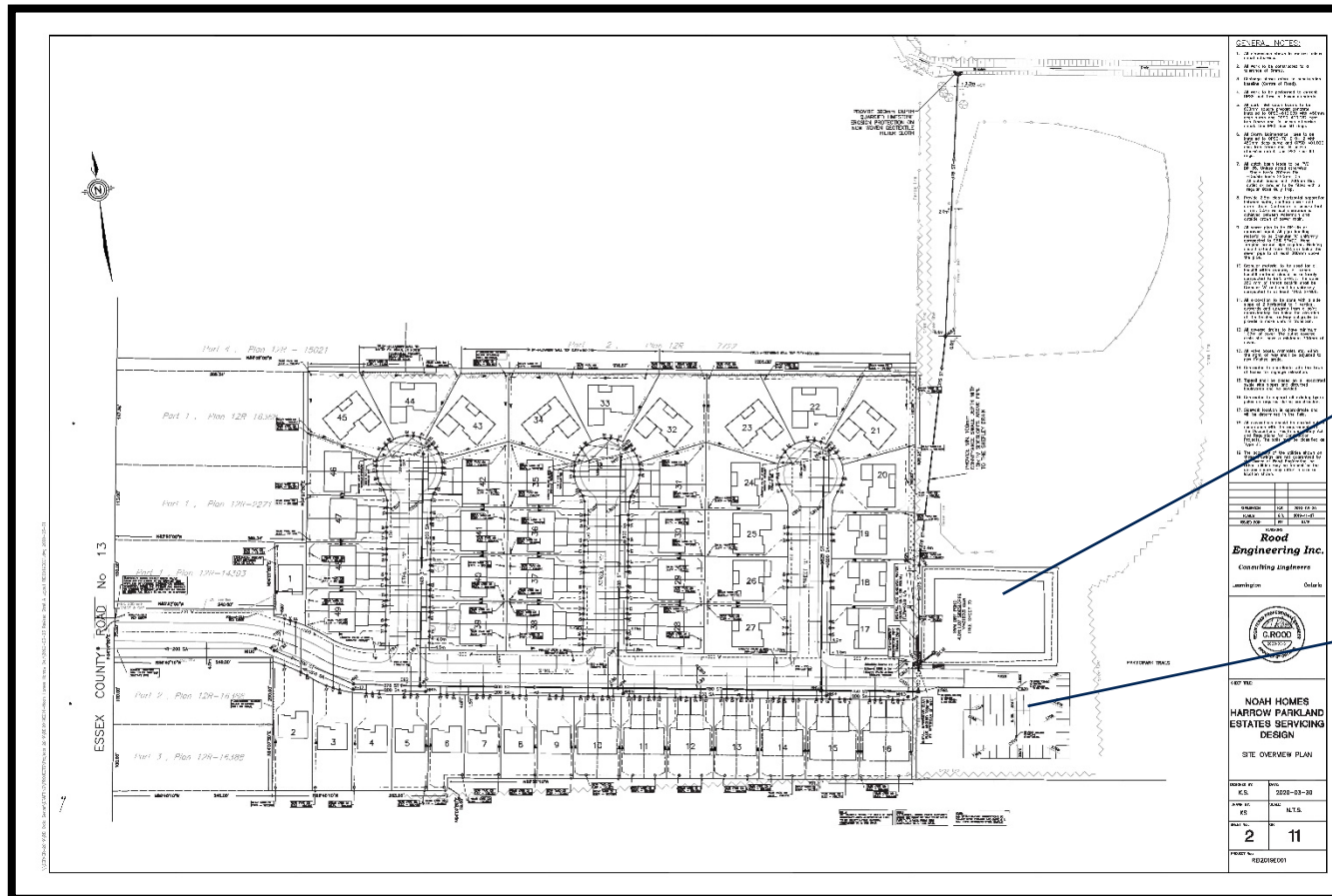
Impact on Pollard Park and Participark Lands

- Cash in Lieu of parkland will be directed towards the construction of a gravel public parking area on abutting recreational lands to accommodate 60 vehicles (Developer's responsibility)
- Stormwater Management System will be composed of a dry detention pond located on abutting recreational lands

Benefits:

- Helps cover cost of parking area for recreational lands
- Cost savings for developer
 - No need to build turning circle at end of Street A
 - No need to dedicate lots within subdivision for Storm water system

Location of SWM Pond and Parking Area



SWM Pond

Gravel Parking Area



Storm Water Management (SWM) and Site Servicing

- Report and Site Servicing Plans prepared and submitted by Rood Engineering INC
- Lands for proposed parking area were also used in determining release rate
- Reviewed by Infrastructure Services
- Peer Reviewed by Stantec Consulting LTD



Traffic Impact Study

- Prepared and submitted by RC Spencer and Associates INC
- **Report Conclusions:**
 - Nominal impact on T intersection of Pollard Drive at County Road 13 and Dunn Road and County Road 13
 - Proposed stop controlled intersection of County Road 13 at site access will operate favourably
 - no obstructions exist within sight lines
 - Impact of addition of parking lot accessed via site access is negligible
- **Reviewed by County of Essex Infrastructure Department**
 - Agree with conclusions of Report



Agency Comments

Director of Education, Windsor Essex Catholic District School Board

- Recommend sidewalks or recreation pathways for student safety and bus stops

Watershed Planner, Essex Region Conservation Authority (ERCA)

- Recommends stormwater be addressed in accordance with Regional SWM standards manual

Hydro One

- No comments and concerns



Conditions of Approval

When an approval is granted with conditions, it is referred to as “draft approval”.

The Planning Act empowers the approval authority (County of Essex) to impose any conditions that it believes are reasonable, having regard to the nature of the proposed development.

A list of conditions will be prepared in advance for the approval authority to approve.



Next Steps

1. Forward the results of the public meeting to the Manager of Planning Services for the County of Essex
2. Prepare a report to Town of Essex Council outlining recommended development servicing conditions
3. At the December 7, 2020 Town of Essex Council Meeting, Council may:
 - set out by resolution the request that the Manager of Planning Services for the County of Essex approve the draft plan of subdivision subject to compliance with the recommended development servicing conditions
4. Forward Council resolution to County of Essex for draft plan approval of subdivision. If draft approval is granted, proponent has three (3) years to satisfy conditions.

Final approval of subdivision is granted only when all conditions are fulfilled.

SUBDIVISION AGREEMENT

BETWEEN:

1552843 Ontario Limited

Hereinafter called the "Owner"

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF ESSEX

Hereinafter called the "Town"

OF THE SECOND PART

SCOPE OF SUBDIVISION AGREEMENT

1. The Owner agrees to complete, at its own expense and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.
2. This Agreement consists of these Basic Provisions, Special Provisions and General Provisions and, as well, as any schedules or other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.
3. Owner refers to any person or persons, corporation or other awfully recognized entity that has the power and authority to bind the authorization and execution of this agreement. For the purpose of simplicity, in this agreement the Owner shall be referred to in the neuter.

BASIC PROVISIONS

- B-1** The Owner agrees to complete, at its own expense and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.
- B-2** In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions and General Provisions, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

B-3 Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

SPECIAL PROVISIONS

S-1 STORM WATER QUANTITY AND QUALITY MANAGEMENT MEASURES

(a) The Owner further agrees to obtain, at its entire expense and *prior to the issuance of any construction permit*, an engineering *analysis* determining storm water quantity and quality and obtain approval thereof from the Essex Region Conservation Authority (ERCA) and from the Director of Infrastructure Services and in accordance with the "Windsor-Essex Region Stormwater Management Standards Manual". The said study, based on the Stormwater Management and Services Report, Harrowland Parkland Estates Development in Harrow Centre, prepared by Rood Engineering Inc., dated March 30, 2020, and as amended by mutual agreement between the Owner and the Town, shall determine the effects of increased storm water runoff due to the development of the subject lands and identify storm water management measures necessary to control any increases in flow in downstream watercourses up to and including the 1:100 year design storm.

(b) The Owner further agrees to undertake, at its entire expense, the approved storm water management measures, in accordance with the approved study and to the satisfaction of the Director of Infrastructure Services, and to install the same at a location satisfactory to the Director of Infrastructure Services and the Director of Community Services.

S-2 STORM WATER MANAGEMENT FACILITY – The Owner agrees to construct, entirely at its expense, a storm water management pond and related facilities on Municipal lands at a location and to a standard acceptable to the Town, in accordance with the Stormwater Management and Services Report, *Harrow Parkland Estates Development in Harrow Centre*, prepared by Rood Engineering Inc dated March 30, 2020.

S-3 PUBLIC PARKING AREA - The owner agrees to construct, entirely at its expense, a parking area and related facilities, including but not limited to an access area thereto, on Municipal lands at a location and to a standard acceptable to the Town, in accordance with the parking area plan developed by Rood Engineering Inc. submitted on March 30, 2020. The Owner agrees that the parking area shall be completed in a time period acceptable to the Town and shall post a letter of credit, in favour of the Town, equal to the cost of the stated facilities.

S-4 PARKLAND CONVEYANCE - The Town agrees that in lieu of the gratuitous dedication of parkland the owner shall construct a public parking area, access road and related facilities to them, on Municipal lands, entirely at the expense of the owner without encumbrance in accordance with the provisions of paragraph S-3 above.

S-5 FENCING - The Owner further agrees to install a continuous 1.8 metre high privacy fence along the north and east lot lines of the dwellings abutting Harrowwood Community Living properties and Town lands to the satisfaction of the Director of Community Services and the Manager of Planning Services. This facility shall be separately acknowledged in the letter of credit posted for this development.

S-6 TRAIL

(a) The Owner further agrees to construct, at its entire expense and according to the Town of Essex standard specifications and in a manner satisfactory to the Director of Infrastructure Services, an 2.5 meter wide multi-use trail along the north side of Street 'A' from the intersection with the east paved shoulder on County Road 13 for the entire length of Street 'A'.

(b) The Owner further agrees to insert a notice into all Agreements of Purchase and Sale, Leases and Transfers for lots on Street 'A' making persons aware that the multi-use trail will be constructed on the Town's lands adjacent to their property and that no structures or excavations are to take place beyond their property line without a written permit or written permission of the Town.

(c) The Owner further agrees to erect a subdivision sign with a map showing the road pattern, the location of community facilities and the trail.

(d) The Owner further agrees to separately identify the specific trail construction costs in the comprehensive infrastructure letter of credit.

(e) The Owner further agrees to adhere to a specific trail construction timetable and schedule showing the specific location of the trail with the provision that the trail will be constructed no later than when eighty percent (80%) of the construction permits are issued for the lots flanking Streets 'A' OR within two (2) years of the installation of roads and curbs on Street 'A', whichever comes first.

(f) The Owner further agrees to the provision for the retention of secured monies to ensure the repair of the trail damaged during construction.

S- 6 SCHOOL WARNING CLAUSE - The Owner further agrees to insert the following warning clause into all Agreements of Purchase and Sale and Leases for each dwelling unit making people aware of the following: *School Warning Clause* - Students may not be able to attend the closest neighbourhood school and could be bussed to a distant school with available capacity.

S-7 TRAFFIC CALMING – The Town acknowledges that the Owner has prepared to the satisfaction of the Town and the County of Essex a traffic study to determine if any upgrades to any roads affected by the sub-division are required. If required by the County of Essex, the Owner further agrees to construct all required traffic calming devices, including traffic circles, roundabouts, median islands, chicanes, curb radius reductions, bump outs, lane narrowings and any other required traffic calming device to the satisfaction of the Director of Infrastructure Services and the County of Essex.

S- 8 CONSTRUCTION PERMIT - The Owner further agrees that the Chief Building Official shall not be required to issue a construction permit for any lot or block in the subject lands until the following have been complied with:

- (a) The Owner shall have constructed curbs and base asphalt fronting the said lots or blocks, and
- (b) Paragraphs G-1(2)(a), G-2(1), G-2(3)(a), G-4(2), G-5(1), G-5(2), G-5(3), G-5(4), G-5(5), G-10, G-12, G-13(2), S-1, and S-2.

GENERAL PROVISIONS

G-1(1) CONSULTING ENGINEER-The Owner shall employ, at its own expense, a Consulting Engineer registered by the Professional Engineers of Ontario:

- (a) to design and submit to the Director of Infrastructure drawings of,
- (b) to prepare and administer any contract necessary for the construction of,
- (c) to obtain from municipal, provincial and federal authorities any approvals necessary for,
- (d) to submit to the Director of Infrastructure Services, prior to the commencement of construction, a report showing existing elevations and the proposed method of drainage of the lands served by,
- (e) to be responsible for all survey and layout work required for construction of,
- (f) to maintain for the client's purposes all records of construction of,
- (g) to submit to the Director of Infrastructure Services all required as-built details, elevations, and drawings in mylar copy and digital data in

- copy format, as well as details of private drain connections of,
- (h) to be responsible for the co-ordination of, and
 - (i) to visit the site of the said works as requested by the Director of Infrastructure Services for any reason related to,
- complete in good practise all services required under this Agreement.

G-1(2) DUTY OF CARE –

- (a) The Owner agrees to submit a Construction Management Plan which addresses, amongst other matters, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls to the satisfaction of the Town, prior to the issuance of the first building permit.
- (b) The Owner agrees to maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction.
- (c) The Owner agrees that all required parking for construction and trades shall be provided wholly on-site and not on public streets outside of the development limits for the duration of the construction.

G-2 SERVICES

G-2(1) The Owner shall supply, construct and install the following services at its own expense, unless otherwise provided herein, in accordance with the manner, location and design shown in the approved engineering drawings and otherwise in accordance with the terms of this Agreement. No such work shall be carried out until the said engineering drawings have been approved by the Director of Infrastructure Services.

The Owner shall construct and pay for a complete sanitary and storm sewer system or systems, including sanitary and storm connections to the street line and catch basins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the approved engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "plans"), maintain them including clearing the blockages until they are formally accepted by the Town. Prior to acceptance by the Town, the Town may authorize connection into them, but such connections shall not constitute acceptance of the sewer system or systems by the Town.

G-2(2) Sanitary Sewers

- (a) The Town undertakes and agrees to confirm that sewage treatment capacity and water supply capacity will be available for all lots in the proposed development and undertakes and agrees to provide confirmation of same to the Minister of Municipal Affairs and Housing.
- (b) All sanitary sewer connections are to 125 mm diameter single connections and in no instance shall "Y" connections be permitted. All sanitary sewer system

construction and materials shall be according to the standard specifications and approval of the Ministry of the Environment, Conservation and Parks and the Town.

G-2(3) Storm Detention Scheme

(a) The Owner further agrees to retain a Consulting Engineer, *prior to the issuance of a construction permit*, for the design and preparation of drawings for an internal storm water detention scheme to service the subject lands. The purpose of the said storm water detention scheme will be to ensure that storm water drainage being directed to the Town's storm sewer, combined sewer or ditch, as the case may be, from the subject lands in their improved state shall be restricted to no greater than the present flow from the subject lands.

(b) Downspout Disconnection - The storm sewer system shall include a professionally engineered drainage system to adequately drain the property and road allowance. Eaves trough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.

(c) Rear Yard Drainage - Rear yard drainage and catch basins shall be provided in the locations and according to the specifications prescribed by the Owner's Engineer and approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwellings. The requirements of rear yard drainage systems shall be included as an obligation to be assumed by the purchaser in the agreement of purchase and sale of the lands from the owner.

(d) Lot Grading Plan - The engineering drawings and report shall include a lot grading plan. The Owner must ensure that when houses and other structures are built upon the building lots, the lot grading plan is adhered to.

(e) Upon approval of the drawings and report by the Director of Infrastructure Services, the Director of Community Services and the Chief Building Official, the Owner further agrees to construct at its entire expense the said storm detention scheme in accordance with the approved drawings and report and to the satisfaction of the Town.

(f) Site Inspections - The Owner shall conduct regular inspections every two weeks after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment, Conservation and Parks and the Essex Region Conservation Authority upon request.

The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Town or until site construction conditions warrant cessation of the visits.

G-2(4) Waste Disposal Sites - The Owner agrees that any evidence of former waste disposal activity encountered during the construction on the subject lands shall be brought to the attention of the Director of Infrastructure Services and Chief Building Official. The Owner's Engineer shall make an assessment of any hazards the previous activity may present. The Owner further agrees to remove and or eliminate such hazards, at his entire expense and to the satisfaction of the Town. No work shall be carried out in the affected area until agreement has been reached between the Owner and the Town.

G-2(5)(a) Pavements - The Owner agrees to construct pavements, including curbs and gutters, driveway approaches and the necessary drainage facilities, according to Town's standard specifications. The Owner further agrees that temporary cul-de-sacs and barricades shall be installed at temporary dead-ended streets. The Owner further agrees that one (1) full winter shall elapse following the laying of base asphalt prior to the laying of surface asphalt. All work to be to the satisfaction of the Director of Infrastructure Services. The Owner agrees that provision for school buses to load and off load passengers will be accommodated at the Owners expense within the public right of way, if required by a local board of education.

(b) Roads - The Owner shall construct pavement on all the roads, as shown on the approved plans, and shall maintain them until they are formally accepted by the Town. Roadways shall have a paved surface width, as shown on the said plans. The roads shall conform to the grades shown on the said plans hereto. The said roads, when formally accepted by the Town, shall be conveyed to the Town gratuitously.

(c) Change of Road Grade - When, in the written opinion of the Town, it is necessary to change the grade of existing Town roads adjacent to or abutting the said plan of development, the Owner shall grade the roads to sub-grade, in the manner and at the time stipulated by the Town in accordance with the specifications of the Town.

G-2(6)(a) Driveway Approaches - The Owner agrees that driveway approaches shall be constructed in such width and location as shall be approved by the Director of Infrastructure Services and the Owner shall have the option of constructing the said driveway approaches as follows:

- (i) a minimum thickness of four and one-half inches (4½") of Portland Cement Concrete on an approved uniform sub-base or
- (ii) a minimum of six inch (6") thick, two-course asphaltic concrete on an approved uniform sub-base or
- (iii) a minimum thickness of nine inches (9") of compacted Granular "A" base with a minimum three inch (3") thick surface of two-course

asphaltic concrete.

(iv) to provide straight flare driveway approaches and to terminate the raised curbs at the property line and the raised curbs shall not extend into the driveway approaches, outside the subject lands;

all work to be to the satisfaction of the Director of Infrastructure Services.

(b) At the time of the application for a building permit, the applicant shall escrow with the Town, in addition to any other building permit and indemnity charges assessable by the Town, the sum of One Thousand (\$1,000.00) Dollars to be held in trust by the Town for the purposes of insuring that the driveway approaches (on the unopened portion of the road allowance) are completed to the satisfaction of the Town. These monies will be held in trust by the Town and if no driveway approach is completed to the satisfaction of the Town within eighteen (18) months of the issuance of a building permit, then the Town, at its option, shall be at liberty to use these monies to complete the necessary driveway approaches. If the driveway approaches are constructed within the eighteen (18) month period, then the monies shall be refunded to the applicant for the building permit.

G – 2(7) UTILITIES

G-2(7)(a) Transformers near Driveways - The Owner agrees that driveways and driveway approaches shall not be constructed closer than one (1) metre from the edge of an electricity transformer. Any owner of a lot whose driveway or driveway approach has been constructed closer than one (1) metre from the edge of a transformer, shall pay on demand to the utility for the cost of relocating the transformer to comply with this requirement.

G-2(7)(b) Communication Telecommunication - The Owner agrees to arrange with communication telecommunication providers for the installation of sufficient underground communication telecommunication infrastructure services to the subject lands in accordance with the terms, conditions, standards and specifications of the communication/telecommunication providers, and to locate switching stations to the satisfaction of the Director of Infrastructure Services, and where such switching stations are located in a municipal park, also to the satisfaction of the Director of Community Services. In the event that such communication telecommunication infrastructure is not available, then the Owner shall pay all expenses for the connection to and or extension of the existing communication telecommunication infrastructure, or for rearrangement or relocation of such communication telecommunication infrastructure, as required.

G-2(7)(c) Street Lighting - The Owner agrees to construct and install street lighting

including all poles, wiring fixtures and conduits in accordance with the type, design, location and specifications satisfactory to Hydro One and to the Director of Infrastructure Services.

G-2(7)(d) Water Services - The Owner further agrees to construct and install water services in accordance with the design, location and specifications of the Director of Infrastructure Services.

G-2(7)(e) Electrical Services - The Owner further agrees to construct and install electrical services in accordance with the design, location and specifications of Hydro One.

G-2(7)(f) Canada Post Community Mailbox Program - The Owner agrees to consult with Canada Post respecting the Community Mailbox Program and, if a community mailbox is required, to locate such boxes to the satisfaction of the City Planner and the Director of Infrastructure Services. In addition, the Owner shall pay all expenses for rearrangement or relocation of Canada Post Services as required.

G-2(8) Benchmarks - The Owner agrees to install permanent Benchmarks which shall be located as specified by the Director of Infrastructure Services. The vertical elevation shall be established by an Ontario Land Surveyor to second order accuracy as defined by the current Ontario Specifications and Ontario Guidelines for Vertical Control Surveys.

G-2(9) Existing Watercourses and Natural Land Drainage - The Owner agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction of this development unless approved by the Town. No natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Director of Infrastructure Services.

G-2(10) Drainage and Flood Proofing - The Owner agrees to follow all drainage and flood proofing recommendations of the Essex Region Conservation Authority (ERCA) may have with respect to the subject lands, based on final approval by the Director of Infrastructure Services.

G-2(11) Fire Hydrants and Turnarounds - The Owner agrees to submit to the Fire Chief and the Director of Infrastructure Services for their approval, *prior to the issuance of any construction permits*, plans for fire hydrants and temporary turnarounds. Once approved, the Owner further agrees to install said fire hydrants and temporary turnarounds to the satisfaction of the Fire Chief and the Director of Infrastructure Services. The owner further agrees to conduct all flow testing on installed fire hydrants and complete colour coding in accordance with the Town's Development Manual.

G-2(12) Pavement Markings and Signage - The Owner agrees to pay to the Town the Town's cost of installing public highway signage, striping, off-site road improvements, traffic signals and associated works as determined by the Director of Infrastructure Services.

G-2(13) Dirt and Debris - The Owner agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction on the subject lands. The Owner further agrees that, within twenty-four (24) hours of being notified by the Town, to clean-up the streets adjacent to the subject lands and unassumed streets within fifty (50) metres of the subject lands and take dust control measures at the Owner's entire expense, failing which, the Town may carry out or cause to have carried out the said work at the entire expense of the Owner.

G-2(14) Vacant Lots - The Owner and subsequent owners of the lots upon which no buildings have been or are being erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of Three Hundred Dollars \$300.00 per lot to a maximum amount of Five Thousand Dollars(\$5,000.00).

G-2(15) Repair of Highway - The Owner further agrees that any curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway which are damaged during construction on the subject lands shall be restored by the Owner at its expense, and to the satisfaction of the Director of Infrastructure Services. Any driveway approaches which become redundant following the development of the subject lands shall be closed and this area restored to the satisfaction of the Director of Infrastructure Services.

G-2(16) Street Opening Permits - The Owner further agrees to obtain street opening permits for sewer taps, drain taps, curb cuts and driveway approaches from the Director of Infrastructure Services and the County of Essex prior to the commencement of any construction on the public highway.

G-3 LANDSCAPE AND PARK PROVISIONS

G-3(1) Trees - The Owner agrees to plant and warrantee for one year subsequent to planting one street tree for each building lot and further agrees to post with the Corporation, *prior to the issuance of any construction permits*, a letter of credit in connection with the trees required for the subject lands, based on the provision of one tree for each single-detached dwelling lot and one for each semi-detached dwelling lot, the choice of tree species and their

value to be approved by the Director of Community Services.

G-3(2) Topsoil

(a) The Owner agrees that all unpaved portions of street allowances shall be graded and further agrees to supply and replace any topsoil removed therefrom during construction operations to the satisfaction of the Director of Community Services.

(b) The Owner further agrees to retain the topsoil removed from the street right-of-way pavement areas for parks purposes and deliver same pursuant to the Director of Community Services on demand.

(c) The Owner further agrees to distribute the top soil removed from the all unpaved portions of street allowances, over any lands utilized or to be utilized for parkland pursuant to the provisions of this agreement, in accordance with the lot grading plan specified in G-4(1) herein.

G-4 BUILDING

G-4(1) Elevation, Grades and Drainage Plans - The Owner agrees to adhere to the elevations, grades and drainage plans as approved by the Director of Infrastructure Services and the Chief Building Official on a lot grading plan for the subject lands. The Owner further agrees to provide each purchaser of a lot in the subject lands with an approved individual lot grading plan, which shall be presented to the Chief Building Official, *prior to the issuance of a construction permit* for the said lot.

G-4(2) Internal Drainage - The Owner agrees to provide internal drainage for each building lot located on the subject lands in the locations and according to the specifications approved by the Chief Building Official.

G-4(3) Placing of Fill in Regulated Areas - The Owner agrees to obtain permits from the Town and ERCA, when in regulated areas, throughout for any construction or placing of fill on the subject property.

G-4(4) Construction of Model Homes - It is further agreed that once the municipal services referred to in this Agreement are under construction, the Owner may be allowed to construct model homes on up to ten percent (10%) of the lots shown on the draft plan of subdivision or re-lotting plan as approved by the Chief Building Official to a maximum of twelve (12) model homes per phase of the development of the subject lands on the following terms and conditions, namely:

(a) that model homes shall be constructed on lots within 150 meters of an active fire hydrant;

(b) that a Class "B" road be constructed in order that fire trucks have access to each model home prior to the general public being permitted to tour the structures;

(c) that the Owner releases and forever discharges the Town from any and all manner of actions, causes of action, claims and demands for damages, loss or injury, costs (as between a solicitor and own client, including counsel fees) and charges whatsoever, occasioned to or supplied by in respect of any matter or thing in consequence of or in connection with, or arising out of any fire in or about the said model homes, save and until the said Class "B" road referred to in subparagraph (b) hereof has been constructed;

(d) that the Chief Building Official will not undertake a final inspection of the said model homes save and until the construction and acceptance on to maintenance by the Director of Infrastructure Services of all municipal services referred to in this Agreement;

(e) that draft plan approval has been received from the Town and County of Essex, and

(f) that this Agreement has been registered against the subject lands, and

(g) a sign permit application has been submitted to the Chief Building Official for a subdivision sign which includes sidewalk locations.

G-5 CONVEYANCES AND CONTRIBUTIONS

G-5(1) Development Charges - The Owner agrees to pay, *prior to the issuance of a building permit*, the appropriate Development Charges in accordance with the Town's Development Charges By-Law.

G-5(2)(a) Land Dedication for Public Highway Purposes - The Owner agrees to dedicate to the Town on the registration of the subdivision plan, all public highways as shown on the approved draft plan of subdivision.

G-5(2)(b) The Owner shall arrange to have all public highways named and obtain street numbers for all lots, all to the satisfaction of the Town.

G-5(3) Easement - The Owner agrees to gratuitously convey to the Corporation and or utility companies such as, but not limited to, Bell Canada, Enbridge, Hydro One and Cogeco Cable Systems, *prior to the issuance of any construction permits*, any municipal and or utility easements required by the Town and or the said utility companies.

G-5(4) Reserves - The Owner further covenants and agrees that, if required by the Town, dead-ended highways shall terminate in a 0.3 metre reserve blocks. The Owner further agrees to gratuitously convey to the Town those 0.3 metre reserve blocks, in fee simple and without encumbrance and *prior to the issuance of any construction permits*, in order that the Town may hold the aforesaid reserve blocks, until required for future highway purposes or for the development of the adjacent lands.

G-5(5) Surveys and Land Descriptions - All surveys, plans, or descriptions of land to be conveyed to the Town and or utility companies shall be at the entire expense of the Owner.

G-6. COMPLETION OF WORK - Rear-yard drainage and driveway approaches shall be installed contemporaneously with the construction of dwellings on each building lot, upon the direction of the Chief Building Official and the Director of Infrastructure Services, respectively. Except as aforesaid, all works required hereunder in each stage of construction approved by the Director of Infrastructure Services shall be completed within twenty-four (24) months of the date of this Agreement, provided however, that the said completion date may be extended with the approval of the Director of Infrastructure Services. Each one (1) year extension granted by the Director of Infrastructure Services will be conditional upon the recalculation of all outstanding monies in this Agreement owed to the Town by the Owner and likewise owed to the Owner by the Town. Recalculation will constitute the addition of a simple interest charge based on the average annual rate of debentures issued by the Town in each one (1) year period prior to the terminal date being so extended for a one (1) year period.

G-7 SPECIFICATIONS AND MATERIALS

G-7(1) All work relative to this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town shall be carried out by a contractor competent in the type of construction involved. The latter shall be subject to the approval of the Director of Infrastructure Services. All work or detail required for the completion of construction under this Agreement and not shown in the engineering drawings, shall adhere to the latest Town's specifications and standards.

G-7(2) In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the Owner shall provide the Director of Infrastructure Services with a copy of the tender and an executed copy of the contract sent to each successful tenderer for any such work.

G-7(3) All material to be incorporated into the work required herein shall be tested from time to time, at the Owner's expense, as may be required by the Director of Infrastructure Services.

G-8 INSPECTION OF WORK - It is understood by the Owner that the work on land owned by the Town or on any lands to be conveyed hereunder to the Town carried out under this Agreement must be inspected and approved, but not supervised by the Town's inspectors, but that no charge will be made by the Town for such inspections. The Owner shall give the Director of Infrastructure Services forty-eight (48) hours' notice of the commencement of such

work; shall make every effort to proceed expeditiously to the completion of all work undertaken without delay or interruptions; shall submit to the Town a work schedule to be followed in construction of the services required herein; shall co-operate fully with the inspectors aforesaid by making all parts of the work accessible to them and shall organize the work operation in such a manner as to permit inspections to be carried out in the most efficient manner during regular working hours as far as possible. The Town likewise upon receipt of reasonable notice shall co-operate with the Owner in arranging to have inspectors available to carry out, without delay, such inspections as may be necessary.

G-9 ACCEPTANCE OF WORK

G-9(1) The performance by the Owner of its obligations under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town to the satisfaction of the Director of Infrastructure Services shall be a condition precedent to the acceptance by the Town of the services and works required herein.

G-9(2) Prior to the acceptance by the Town of the said services and works, the Owner shall furnish the Town with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of such works and that there are no outstanding claims relating thereto.

G-9(3) Upon completion of the services to be constructed or installed in public lands and upon acceptance thereof by the Director of Infrastructure Services, such services shall become the property of the Town and or utility service provider and the Town shall thereupon permit such services to be incorporated with the appropriate existing municipal services at the expense of the Owner or its assignee. This paragraph shall not require the Town to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services which may be installed in public lands.

G-10 PERFORMANCE LETTER OF CREDIT - The Owner shall deposit with the Town a Letter of Credit, which is automatically extended, in an amount equal to fifty percent (50%) of the total cost of construction or provision of all services required under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town. The said cost of construction of services shall be based upon the contract or contracts mentioned in paragraph G-7 herein, unless such construction shall be carried out by the Owner in which event the cost shall be estimated by the Director of Infrastructure Services. No Letter of Credit shall be released until the Owner has filed a Maintenance Letter of Credit, which is automatically extended, covering the services in respect of which such Letter of Credit was deposited.

G-11 MAINTENANCE LETTER OF CREDIT - The Owner shall be responsible for all

materials, equipment and work on land owned by the Town or on any lands to be conveyed hereunder to the Town for a minimum of one (1) year following completion and acceptance thereof by the Director of Infrastructure Services.

The Owner shall further deposit a Maintenance Letter of Credit satisfactory to the Town Solicitor and in an amount equal to twenty-five percent (25%) of the total cost of the work required herein. The Maintenance Letter of Credit shall be released in whole or in part after final inspection of the works is conducted and the works are accepted subject to the satisfaction of the Director of Infrastructure Services.

No sewers will be finally accepted until they have been cleaned and inspected with video cameras and the videos provided to the Town for their approval.

G-12 **CONSTRUCTION LIEN ACT** - Inasmuch as the Owner is obliged at its entire expense and not at the expense of the Town to make improvements to the highway, the Owner shall deposit with the Town a security, in form satisfactory to the Town Solicitor and in an amount satisfactory to the Director of Infrastructure Services, for the estimated amount of the holdbacks (under part IV of the Construction Lien Act) that would have been required were the improvements made at the expense of the Town.

Upon the sixtieth (60th) day following the completion of the said work and provided that the Town has received no notice of claim or lien for the supply of services or materials for the improvement of the streets or highways, the Town shall redeliver the letter of credit hereinbefore mentioned to the Owner.

G-13 **INDEMNITY AND INSURANCE**

G-13(1) The Owner further agrees to indemnify and save the Town harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to or loss or destruction of any property (including without limitation, the work hereby covered and all property of the Owner and the Town), or injury to or death of any person (including without limitation, employees of the Owner and the Town) arising directly or indirectly out of or in connection with the negligent performance or unlawful or non-performance of any obligation of the Owner under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town.

G-13(2) During the construction of the works on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, and during the maintenance period, the Owner further agrees to maintain:

- (a) A policy of public liability and property damage insurance, in the amount of FIVE

MILLION DOLLARS (\$5,000,000.00) per occurrence and containing endorsements showing the Town and the Town's consultants as additional named insured and have a cross-liability clause, and as to be in form satisfactory to the Town Solicitor.

- (b) If deemed necessary by the Director of Infrastructure Services, a policy to provide environmental pollution liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest or costs, on a claims-made basis or such other limit as the Town may reasonably require and containing endorsements showing the Town as an additional named insured, to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage is not to be subject to the one hundred and twenty (120) hour reporting period and is not to be limited to hostile fire only and is to be in form satisfactory to the Town Solicitor.
- (c) A policy to provide proof of auto liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

The said insurance policies shall not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Town. If the said insurance policies are cancelled or changed in any manner that would affect the Town as outlined in coverage specified in the policy for any reason, thirty (30) days prior written notice by registered mail must be given by the insurer to the Town. Before commencing any work on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, the Owner further agrees to provide the Town Solicitor with a certified copy of said such policies.

G-14 GENERAL

G-14(1) The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or sub-contractors to any land or property of the Corporation during the course of, or arising in any way out of the construction or installation of the work required under this Agreement.

G-14(2) This Agreement may be registered against the subject lands described herein.

G-14(3) This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

G-14(4) The Owner acknowledges that the Ministry of Environment, Conservation and Parks' review of the subdivision did not include any ground water, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or contaminants are present

within or in close proximity to this subdivision. The Ministry must be advised immediately should waste materials or other contaminants be discovered during the development of this Plan of Subdivision. If waste materials or contaminants are discovered a further approval under Section 46 of the Environmental Protection Act may be required from the Minister.

G-14(5) The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charges against the subject lands up to the date hereto.

G-14(6) The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the plan.

G-14(7) The Owner and/or its assignee shall request from the Town allocation of municipal street names and numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of municipal street number as aforesaid.

G-14(8) This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Town to assume the burdens and obligations imposed upon the owner under this Agreement and to undertake with the Town to observe and perform the obligations herein imposed upon the Owner.

G-14(9) The Director of Infrastructure Services, Engineer, the Director of Community Services, the Chief Building Official, the Manager of Planning Services, the Fire Chief, the Town Solicitor and such other employees of the Town of Essex so named in this Agreement are those of the Corporation of the Town of Essex.

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Registrar's Directive: BAO issues colour code for regional restrictions that licensees and establishments must follow

Effective Saturday, Nov. 14, 2020

The BAO has created a simple colour-code system of regional pandemic restrictions for funeral homes and cemeteries, aligned with the Government of Ontario's move to a regional framework.

This means that restrictions for funeral homes and cemeteries can vary according to the status of their respective public health regions, from green/prevent, yellow/protect, orange/restrict to red/control and if necessary, full lockdown.

Please refer to the province's [framework](#) and your local public health unit to be sure of the status of your community's colour code.

[BAO Colour Code Chart](#)

This [chart](#), created by the Registrar, shows which measures are required for funeral establishments and cemeteries in each colour-coded category. The colour category that the province or public health unit has placed your community in tells you which restrictions apply to your establishment.

As always, if your local health unit imposes additional or more restrictive measures, they must be followed.

The BAO will host the CEO/Registrar's COVID-19 Update Webinar to answer questions on the colour code system, which is designed to remain in place as restriction levels are adjusted regionally in the changing pandemic environment. The webinar will be held 10 a.m., Tuesday, Nov. 17. The BAO will send an invitation to licensees in a separate message.

-Carey Smith, CEO/Registrar

100 Sheppard Avenue East, Suite 505, Toronto, Ontario, M2N 6N5
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BAO DIRECTIVE	GREEN - PREVENT	YELLOW - PROTECT	ORANGE - RESTRICT	RED - CONTROL	<u>LOCKDOWN</u>
<i>NOV. 23, 2020</i>	Drive-Thru permitted	Drive-Thru permitted	Drive-Thru permitted	Drive-Thru permitted	Drive-Thru permitted
NUMBERS	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 people for the ENTIRE facility	<u>10</u> people indoors for the ENTIRE facility OR <u>10</u> people outdoors Total - Not combined No line-ups or 'cycling' of guests. 1 entire group at one time.
STAFF - INDOORS	1:10 staff to guest ratio not required	1 staff member for every 10 guests	1 staff member for every 10 guests	1 staff member for every 10 guests	1 staff member for every 10 guests
FOOD/DRINK	If permitted by local health unit	If permitted by local health unit	No food or drinks	No food or drinks	No food or drinks
GUEST MANAGEMENT	Screening and logging of guests	Screening and logging of guests Attendances scheduled by appointment only	Screening and logging of guests Attendances scheduled by appointment only No line-ups or "cycling" of guests. 1 entire group at one time.	Screening & logging of guests Attendances scheduled by appointment only No line-ups or "cycling" of guests. 1 entire group at one time.	Screening & logging of guests Attendances scheduled by appointment only No line-ups or 'cycling' of guests. 1 entire group at one time.
CEMETERIES (Cemeteries can limit to less than these numbers.)	Maximum 100 people with funeral director in charge	Maximum 100 people with funeral director in charge, and 1 staff for 10 guests	Maximum 100 people with funeral director in charge, and 1 staff for 10 guests	Maximum 50 people with funeral director in charge and 1 staff for 10 guests	<u>10</u> people indoors for the ENTIRE facility or <u>10</u> people outdoors Total - Not combined No cycling of guests
CREMATORIIUMS and ALKALINE HYDROLYSIS FACILITIES	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 for each room.	30% of capacity with physical distancing to a maximum of 50 people for the ENTIRE facility	<u>10</u> people indoors for the ENTIRE facility or <u>10</u> people outdoors Total - Not combined No line-ups or 'cycling' of guests. 1 entire group at one time.
ALL FUNERAL SERVICES AT ANY LOCATION	*Wear a mask / Physical distancing of 2 metres between people / Wash your hands / Disinfect and clean facilities	*Same PLUS continuous cleaning of surfaces. 15 minute interval between visitations for detailed disinfection of facility.	*Same PLUS continuous cleaning of surfaces. 15 minute interval between visitations for detailed disinfection of facility.	*Same PLUS continuous cleaning of surfaces. 15 minute interval between visitations for detailed disinfection of facility.	*Same PLUS continuous cleaning of surfaces. 15 minute interval between visitations for detailed disinfection of facility.

**Ministry of Municipal
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7100

**Ministère des Affaires
Municipales et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7100

November 16, 2020

MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks

SUBJECT: Enforcement of Orders under the *Reopening Ontario Act, 2020*

As you are aware, municipal by-law officers are designated to enforce provincial orders under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 (ROA). I want to thank you for your sustained efforts in limiting the spread of infection and managing the impact of the pandemic on your communities.

Given the recent rise in COVID-19 cases in the province, I am attaching information the Ministry of the Solicitor General has shared with Chiefs of Police regarding additional amendments to orders made under the ROA, including O. Reg. 263/20 Rules for Areas in Stage 2 (“Stage 2 Order”), O. Reg. 364/20 Rules for Areas in Stage 3 (“Stage 3 Order”), and O. Reg. 363/20 - Stages of Reopening (“Stages of Reopening Order”). These will be of help to support any municipal enforcement activities.

Ontario’s municipalities have shown great leadership locally. To further support efforts to ensure compliance with public health restrictions and coordinated local enforcement of orders, the Ministry of the Solicitor General and the Ministry of Labour, Training and Skills Development are working together with ministry enforcement partners and local public health units to encourage a proactive approach to awareness, compliance and enforcement and collaboration across all enforcement personnel, including police, public health officers, municipal by-law officers and other provincial offences officers.

A multi-ministry enforcement team, led by the Ministry of Labour, Training and Skills Development, has been developed to support this initiative and their activities will be coordinated with local by-law enforcement personnel, police services and other enforcement partners. Many of Ontario’s municipalities have shown leadership and actively engaged in enforcement and compliance, including of any local by-laws you may have enacted. To ensure we are achieving greater successes given the local need, you may wish to coordinate enforcement activities with provincial enforcement officers and public health officers to achieve greater impact. To identify the lead contact for any

potential planned compliance activity in your community, you can e-mail Natasha Bartlett at natasha.bartlett@ontario.ca.

I would also encourage you to support the Ministry of the Solicitor General's efforts to collect enforcement data on a weekly basis to help monitor and measure the impact of accelerated enforcement and compliance activities province-wide, and in areas reporting higher rates of community transmission. You can find out more on how you may contribute to the Ministry of Solicitor General's weekly data collection efforts by contacting Jeanette Gorzkowski or Agata Falkowski at Jeanette.Gorzkowski@ontario.ca or Agata.Falkowski@ontario.ca respectively.

Thank you, once again, for your continued efforts to help keep our communities safe and healthy.

Sincerely,

Kate Manson-Smith
Deputy Minister, Municipal Affairs and Housing

Enclosure:

- Correspondence from the Ministry of the Solicitor General to all Chiefs of Police- English version. If a French version is desired, please contact Richard.Stubbings@ontario.ca.

MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Richard Stubbings
Assistant Deputy Minister
Public Safety Division

SUBJECT: Further Changes under the *Reopening Ontario Act, 2020*

DATE OF ISSUE:	November 15, 2020
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	20-0162
PRIORITY:	High

I am sharing information regarding additional amendments orders under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* ("ROA"), including O. Reg. 263/20 Rules for Areas in Stage 2 ("Stage 2 Order"), O. Reg. 364/20 Rules for Areas in Stage 3 ("Stage 3 Order"), and O. Reg. 363/20 - Stages of Reopening ("Stages of Reopening Order").

These changes were made in accordance with the new [COVID-19 Response Framework: Keeping Ontario Safe and Open](#).

In addition to the information below, you may also find the recent government [news release](#) about the new framework and the [Ontario.ca webpage](#) listing the current status of each region helpful.

Amendments to Stages of Reopening Order (O Reg 363/20)

Effective Saturday, **November 7, 2020 at 12:01 a.m.**, a new scalable response framework, characterized by five (5) progressive zone categories, was put in place. Under this framework, Public Health Unit (PHU) regions are assigned to colour categories based on a range of public health indicators.

Effective Monday, **November 16, 2020 at 12:01 a.m.**, PHU regions will be assigned to zones as outlined below. Current zone assignments reflect changes to threshold indicators and related factors (e.g., healthcare and public health system capacity).

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Effective **Saturday, November 14 at 12:01 a.m., Toronto** will be subject to all of the current Red Zone requirements rather than the earlier “modified Stage 2” requirements.

Colour Category	PHU Notes
Green – Prevent (Standard Measures)	15 PHU Regions
Yellow – Protect (Strengthened Measures)	Seven (7) PHU Regions <i>Haldimand-Norfolk, Simcoe-Muskoka, Middlesex-London, Sudbury, Huron-Perth, Southwestern and Windsor-Essex</i>
Orange – Restrict (Intermediate Measures)	Seven (7) PHU Regions <i>Ottawa, Waterloo, Brant, Durham, Eastern Ontario, Wellington-Dufferin-Guelph and Niagara</i>
Red – Control (Stringent Measures)	Five (5) PHU Regions <i>Peel, Toronto, Hamilton, Halton and York</i>
Lockdown (Maximum Measures)	n/a

Amendments to Rules for Areas in Stage 2 (O. Reg. 263/20)

Effective November 7, 2020, the Stage 2 Order rules below now apply to the **Red** colour zone.

Generally, if any person providing services indoors must come within two (2) metres of another person who is not wearing a mask or face covering, and is not separated by an impermeable barrier, the person providing services must wear appropriate personal protective equipment that covers their eyes, nose and mouth.

Rules for Safety Plans

Persons responsible for the following establishments/operations must ensure that a safety plan is prepared and made available (and most must also collect the name and contact information of every member of the public who enters):

- Meeting and event spaces;
- Conferences and conventions;
- Food and drink establishments;
- Personal care services;
- Shopping malls;
- Indoor sports and recreation facilities;
- Cinema, casino, bingo hall or other gaming establishment; and
- Venues where concerts or other performances are rehearsed or performed.

There are new requirements relating to safety plans for establishments that are permitted to open, which include the following:

- A person who is required to prepare a safety plan, or ensure one is prepared, must do so no later than seven (7) days after the requirement first applies to the person.
- The safety plan must describe the measures and procedures that have been or will be implemented to reduce the transmission risk of COVID-19, including how the requirements for Stage 2 will be implemented (e.g., screening, requiring masks).
- The safety plan must be in writing.
- A copy of the plan must be posted where it is mostly likely to come to the attention of individuals working or attending the location and must be made available to any person upon request.

Rules for Meeting and Event Spaces

Persons responsible for businesses or places:

- cannot allow more than one room to be booked for a single event or social gathering, with limited exceptions;
- must limit the number of people who are seated together to four (4);
- must ensure the space is closed during certain hours; and
- must ensure music is not played at a volume at which normal conversation is not possible.

New and existing rules for meeting and event spaces do not apply to rentals for operations by or on behalf of government, or for the purpose of delivering or supporting the delivery of government services, except that persons responsible for rentals must still record the names and contact information for all attendees and ensure that music is not played too loudly.

Rules for Food and Drink Establishments and Liquor Sales/Service

Restaurants, bars and other food or drink establishments must be closed from 10 p.m. to 5 a.m. except for limited purposes. This restriction does not apply to an establishment at a hospital or airport. Except in airports, liquor can only be sold or served between 9 a.m. and 9 p.m. and cannot be consumed between 10 p.m. and 9 a.m.

Restaurants, bars and other food or drink establishments may be open for indoor dining but must limit the number of patrons to the number that can maintain a physical distance of two (2) metres and cannot in any event exceed 10 patrons. A maximum of four (4) people may be seated at a table. These restrictions do not apply to an establishment at a hospital or airport or if the only patrons permitted perform work at the place where the establishment is located.

The person responsible for the establishment must:

- ensure music must not be played at a volume that exceeds the level at which normal conversation is possible, and
- ensure that there is no dancing, singing or live performance of brass or wind instruments.

It is clarified that the rules relating to food and drink establishments apply to any business, place, facility or establishment at which food or drink is sold or served, including businesses that are also subject to other categories of rules under the order (e.g., cinemas, casinos, museums), whenever and wherever food or drink is sold or served.

Provisions authorizing the operation of the “NHL hub” are revoked.

Rules for Sports and Recreational Facilities

Community centres and multi-purpose facilities may be open for indoor sports and recreational fitness activities. They may also open any communal kitchens and indoor dining spaces. In addition, hotels, motels and other short-term rental businesses may open fitness centres or gyms.

Facilities for indoor sports and recreational fitness activities may provide indoor fitness or exercise classes (there is no longer a special exemption for dance classes) and areas containing weight or exercise machines may be open, although there are certain exceptions. Specifically, at any one time, the total number of members of the public permitted in an exercise or fitness class, or an area containing weights or exercise machines, must be limited to the number that can maintain a physical distance of at least three (3) metres from every other person and cannot exceed 10 persons.

Facilities for indoor sports and recreational fitness activities must comply with the following conditions, although there are exceptions to certain conditions:

- No spectators are permitted in the facility but each person under the age of 18 years who is engaged in activities at the facility may be accompanied by one parent or guardian.
- Any instructions given to members of the public engaged in a class or organized activity that is not a sport must be delivered through a microphone if the instructor would otherwise need to raise their voice beyond the level of normal conversation.
- Music must not be played at a level that exceeds the level at which normal conversation is possible.
- No member of the public may enter the facility unless they have made a reservation.
- No member of the public may remain at the facility for longer than 90 minutes unless engaged in a sport.

Facilities for outdoor sports and recreational fitness activities are also subject to the above conditions with respect to instructions provided in a class or organized activity, physical distancing requirements and 10 person maximum, volume of music, and no entry without a reservation.

Personal physical fitness or sports trainers are no longer required to provide services outside of a gym.

Marinas, boat clubs, golf courses and driving ranges may open:

- Any fitness centres or gyms; and
- Any clubhouses for the purpose of serving food or beverages in accordance with the general requirements applicable to restaurants.

Rules for Retail Businesses

A place of business that engages in the retail sale or rental of items to the public, including a shopping mall, are subject to the following restrictions:

- patrons may not be permitted to congregate outside of a retail or rental business unless the patrons maintain a physical distance of at least two (2) metres and wear a face covering; and
- the person responsible must ensure that music is not played at the place of business that exceeds the level at which normal conversation is possible.

Rules for Entertainment Establishments

Concert venues, theatres and cinemas remain closed except for the purpose of rehearsing or recording a performance.

Casinos, bingo halls and other gaming establishments may open if they comply with the following conditions:

- Table games are prohibited;
- The total number of members of public permitted to be in the establishment must be limited to the number that can maintain a physical distance of two (2) metres from every other person and in any event cannot exceed:
 - 10 persons if the establishment is indoors; or
 - 25 persons if the establishment is outdoors;
- Ensure that a safety plan is prepared and made available; and
- Collect the name and contact information of every member of the public who enters the establishment.

Bathhouses remain closed and sex clubs are closed.

Rules for International Students

Public and private schools under the *Education Act* can only provide in-person teaching or instruction to international students that entered Canada on or after November 17, 2020 if the school has a COVID-19 plan approved by the Minister of Education and operates in accordance with that plan. This rule also applies to Stage 3.

Amendments to Rules for Areas in Stage 3 (O. Reg. 364/20)

Effective November 7, 2020, the Stage 3 Order now applies to all PHUs in the **Green**, **Yellow** and **Orange** colour zones, and contains some rules which differ across zones.

For all zones, if a person providing services indoors must come within two (2) metres of another person who is not wearing a mask or face covering, and is not separated by an impermeable barrier, the person providing services must wear appropriate personal protective equipment that covers their eyes, nose and mouth.

Rules Regarding Safety Plans

In addition, in **Yellow** and **Orange** zones, persons responsible for the following establishments/operations must ensure that a safety plan is prepared and made available (and some must also collect the name and contact information of every member of the public who enters):

- Meeting and event spaces;
- Food and drink establishments;
- Personal care services;
- Shopping malls;
- Sports and recreation facilities;
- Cinema, casino, bingo hall or other gaming establishment; and
- Venues where concerts or other performances are rehearsed or performed.

There are new requirements relating to safety plans for establishments that are permitted to open, which include:

- A person who is required to prepare a safety plan, or ensure one is prepared, must do so no later than seven (7) days after the requirement first applies to the person;
- The safety plan must describe the measures and procedures that have been or will be implemented to reduce the transmission risk of COVID-19, including how requirements for Stage 3 will be implemented (e.g., screening, requiring masks);
- The safety plan must be in writing; and
- A copy of the plan must be posted where it is mostly likely to come to the attention of individuals working or attending the location and must be made available to any person upon request.

Rules for Meeting and Event Spaces

Persons responsible for businesses or places cannot allow more than one room to be booked for a single event or social gathering, with limited exceptions.

In the **Yellow** and **Orange** Zones, additional rules apply to rented meeting or event space with limited exceptions. For example, the person responsible for the place or business must ensure they, limit the number of people who are seated together, the space is closed during certain hours, music is not played at a volume at which normal conversation is not possible, and ensure the names and contact information for all attendees is recorded.

New and existing rules for meeting and event spaces do not apply to rentals for operations by or on behalf of government, or for the purpose of delivering or supporting the delivery of government services, except that persons responsible for rentals in Yellow and Orange zones must still record the names and contact information for all attendees.

Rentals of meeting or event space in **Green** and **Yellow** zones are not required to comply with existing maximum capacity limits (i.e., 50 persons indoors and 100 persons outdoors) if they comply with a plan for the rental of meeting or event space approved by the Office of the Chief Medical Officer of Health.

Rules for Food and Drink Establishments and Liquor Sales/Service

Covered outdoor dining areas at food and drink establishments must have at least two (2) full sides of the entire outdoor dining area open to the outdoors, without substantial blockage by any impermeable barriers. Outdoor dining areas with retracted roofs must have at least one full side of the outdoor dining area open to the outdoors, without substantial blockage by any impermeable barriers.

Restrictions on opening hours no longer apply to **Green** zones. Existing restrictions on opening hours (i.e., must be closed 12 a.m. to 5 a.m. except for limited purposes) continue to apply to **Yellow** zones. In **Orange** zones, establishments must be closed from 10 p.m. to 5 a.m. except for limited purposes.

No one is permitted to line up or congregate outside food or drink establishments unless they maintain a two-metre physical distance from other persons and wear a mask or face covering (subject to limited exceptions).

In **Yellow** and **Orange** zones, the person responsible for the establishment must:

- ensure music is not played at a volume that exceeds the level at which normal conversation is possible, and
- record the names and contact information of every patron, unless the establishment has cafeteria-style service (meanwhile in **Green** zones, the name and contact information of only one patron per party is required).

.../8

In **Orange** zones, the total number of patrons permitted to be seated indoors in the establishment must be limited to the number that can maintain a physical distance of at least two metres from every other person and cannot exceed 50 patrons. There are also maximum limits on people seated at a table: six (6) people in **Yellow** zones and four (4) people in **Orange** zones.

Rules relating to food and drink establishments apply to any business, place, facility or establishment at which food or drink is sold or served, including businesses that are also subject to other categories of rules under the Order (e.g., cinemas, casinos, museums), whenever and wherever food or drink is sold or served. However, the restrictions on opening hours outlined above for **Yellow** and **Oranges** zones do not apply to hospitals or airports.

Restrictions on the sale and service of liquor no longer apply to **Green** zones. The existing restrictions continue to apply to businesses and places in **Yellow** zones (i.e., except in airports, liquor can only be sold or served between 9 a.m. and 11 p.m. and cannot be consumed between 12 a.m. and 9 a.m.). New restrictions apply to **Orange** zones: except in airports, liquor can only be sold or served between 9 a.m. and 9 p.m., and cannot be consumed between 10 p.m. and 9 a.m.

Rules for Personal Care Services

In **Orange** zones, the person responsible for the establishment must ensure that locker rooms, change rooms, showers, whirlpools, baths, etc., are closed, subject to limited exceptions, and personal care services that require the removal of a mask or face covering are not permitted at all. In **Yellow** and **Green** zones, these services are permitted but the existing rules continue to apply (i.e., patrons must wear masks or face covering at all times, except while receiving services that tend to an area of their face that would be covered by a mask or face covering).

In all zones, steam rooms and saunas must be closed. Oxygen bars continue to be closed.

Rules for Retail Businesses

Subject to limited exceptions, patrons may not be permitted to congregate outside of a retail or rental business unless the patrons maintain a physical distance of at least two (2) metres and wear a face covering.

In **Yellow** and **Orange** zones, retail and rental businesses may not play music at the place of business that exceeds the level at which normal conversation is possible. In addition, the person responsible for a shopping mall must ensure that a safety plan is prepared and made available.

Rules for Sports and Recreational Facilities

Facilities for sports and recreational fitness activities must comply with the following conditions, with exceptions, such as when activities are carried out in accordance with a plan approved by the Office of the Chief Medical Officer of Health.

Every person in the facility, unless engaged in a sport (not restricted to team sports), must maintain a physical distance of at least two (2) metres from others. Sports (not restricted to team sports) may only be played or practiced if they do not allow for physical contact between players.

In **Yellow** and **Orange** zones:

- persons in areas of the facility containing weights and persons participating in a fitness class must maintain a minimum physical distance of three (3) metres from others;
- no member of the public may enter the facility unless they have made a reservation and no member of the public may remain at the facility for longer than 90 minutes unless engaged in a sport; and,
- the total number of members of the public permitted to be at any particular fitness activity must be limited to the number that can maintain a minimum physical distance of three metres and cannot exceed 10 people for indoor activities or 25 people for outdoor activities.

In **Orange** zones:

- the total number of members of the public permitted to be indoors at the facility in all classes or organized activities together with the total in areas containing weights or exercise machines cannot exceed 50; and,
- no spectators are permitted in the facility but persons under 18 years engaged in activities at the facility may be accompanied by one parent or guardian.

Any instructions given to members of the public engaged in a class or organized activity that is not a sport must be delivered through a microphone if the instructor would otherwise need to raise their voice beyond the level of normal conversation. Music must not be played at a level that exceeds the level at which normal conversation is possible.

Rules for Entertainment Establishments

Cinemas operating in **Orange** zones may no longer exceed the capacity limits of 50 persons indoors or 100 persons outdoors if they operate in accordance with a plan approved by the Office of the Chief Medical Officer of Health.

In **Orange** zones, strip clubs, bathhouses and sex clubs are closed.

In **Yellow** and **Green** zones, bathhouses are no longer required to close. Also in these zones, the person responsible for a strip club, bathhouse or sex club must ensure that a safety plan is prepared and made available.

Compliance and Enforcement

Throughout the pandemic, police and by-law enforcement officers have played an active role in communities across the province to ensure adherence to public health restrictions and orders under the ROA. With case numbers continuing to rise, an assertive approach should be taken to address egregious offenders using all available enforcement tools.

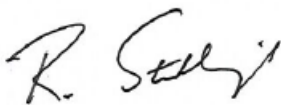
To support efforts to ensure compliance with public health restrictions and coordinated local enforcement of orders, the Ministry of the Solicitor General and the Ministry of Labour, Training and Skills Development (MLTSD) are working together with ministry enforcement partners and local PHUs to encourage a proactive approach to awareness, compliance and enforcement and collaboration across all enforcement personnel, including police, public health officers, municipal by-law inspectors and other provincial offences officers.

A multi-ministry enforcement team, led by MLTSD, has been developed to support this initiative and their activities will be coordinated with local by-law enforcement personnel, police services and other enforcement partners. To identify the lead contact for any potential planned compliance activity in your community, please e-mail Natasha Bartlett at natasha.bartlett@ontario.ca.

Finally, we request that you continue to sustain weekly enforcement data reporting to the Ministry to help us monitor and measure the impact of accelerated enforcement and compliance activities province-wide, and in areas reporting higher rates of community transmission.

Thank you, once again, for your continued efforts to help keep our communities safe and healthy.

Sincerely,



Richard Stubbings
Assistant Deputy Minister
Public Safety Division

Attachments



**Executive Council
Conseil exécutif**

I certify that the attached is a true copy of the Regulation under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, made by Her Honour the Lieutenant Governor in Council on November 13, 2020.

Dated at Toronto, November 13, 2020

A handwritten signature in blue ink, appearing to read "Anna Val".

Deputy Clerk, Executive Council



Ontario

Executive Council
Conseil exécutif

Order in Council Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

the appended Regulation be made under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*.

Sur la recommandation de la personne soussignée, la lieutenant-gouverneure, sur l'avis et avec le consentement du Conseil exécutif, décrète ce qui suit :

Le règlement ci-annexé est pris en vertu de la *Loi de 2020 sur la réouverture de l'Ontario (mesures adaptables en réponse à la COVID-19)*.

Recommandé par :

Recommended

Appuyé par : Le président du Conseil des ministres,

Concurred

Chair of Cabinet

Approuvé et décrété le

La lieutenant-gouverneure,

Approved and Ordered

NOV 13 2020

Date

Lieutenant Governor

R.O.C./Décret (R)

E 459/2020

Filed with the Registrar of Regulations
Déposé auprès du registraire des règlements

NOV 13 2020

Number (O. Reg.)
Numéro (Règl. de l'Ont.)

648/20

[Bilingual]

CONFIDENTIAL
Until filed with the
Registrar of Regulations

REG2020.0897.e
2-CJO

ONTARIO REGULATION

made under the

REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020

Amending O. Reg. 263/20

(RULES FOR AREAS IN STAGE 2)

1. Section 1 of Ontario Regulation 263/20 is amended by striking out “Schedules 1 to 4” at the end and substituting “Schedules 1, 2 and 3”.

2. Schedule 4 to the Regulation is revoked.

Commencement

3. This Regulation comes into force on the later of November 14, 2020 and the day it is filed.

CONFIDENTIEL
jusqu'au dépôt auprès du
registreur des règlements

Reg2020.0897.f02.EDI
2-CJO

RÈGLEMENT DE L'ONTARIO

pris en vertu de la

LOI DE 2020 SUR LA RÉOUVERTURE DE L'ONTARIO (MESURES ADAPTABLES EN RÉPONSE À LA COVID-19)

modifiant le Règl. de l'Ont. 263/20

(RÈGLES POUR LES RÉGIONS À L'ÉTAPE 2)

1. L'article 1 du Règlement de l'Ontario 263/20 est modifié par remplacement de «annexes 1 à 4» par «annexes 1 à 3» à la fin de l'article.

2. L'annexe 4 du Règlement est abrogée.

Entrée en vigueur

3. Le présent règlement entre en vigueur le dernier en date du 14 novembre 2020 et du jour de son dépôt.



Ontario

Executive Council
Conseil exécutif

R.O.C./Décret 457 / 2020

I certify that the attached is a true copy of the Regulation under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, made by Her Honour the Lieutenant Governor in Council on November 13, 2020.

Dated at Toronto, November 13, 2020

Deputy Clerk, Executive Council



Ontario

Executive Council
Conseil exécutif

Order in Council Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

the appended Regulation be made under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*.

Sur la recommandation de la personne soussignée, la lieutenant-gouverneure, sur l'avis et avec le consentement du Conseil exécutif, décrète ce qui suit :

Le règlement ci-annexé est pris en vertu de la *Loi de 2020 sur la réouverture de l'Ontario (mesures adaptables en réponse à la COVID-19)*.

Recommandé par :

Recommended

Appuyé par : Le président du Conseil des ministres,

Concurred

Chair of Cabinet

Approuvé et décrété le

La lieutenant-gouverneure,

Approved and Ordered

NOV 13 2020

Date

Lieutenant Governor

R.O.C./Décret (R)

E 457/2020

NOV 13 2020

Number (O. Reg.)
Numéro (Règl. de l'Ont.)

646/20

[Bilingual]

CONFIDENTIAL
Until filed with the
Registrar of Regulations

REG2020.0896.e
6-CJO

ONTARIO REGULATION

made under the

REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020

Amending O. Reg. 363/20

(STAGES OF REOPENING)

1. Schedules 2 and 3 to the Regulation are revoked and the following substituted:

SCHEDULE 2
STAGE 2 AREAS

1. City of Hamilton Health Unit.
2. City of Toronto Health Unit.
3. Halton Regional Health Unit.
4. Peel Regional Health Unit.
5. York Regional Health Unit.

SCHEDULE 3
STAGE 3 AREAS

Green Zone of Stage 3

1. The following areas are in the Green Zone of Stage 3:
 1. Chatham-Kent Health Unit.
 2. The District of Algoma Health Unit.

3. Grey Bruce Health Unit.
4. Haliburton, Kawartha, Pine Ridge District Health Unit.
5. Hastings and Prince Edward Counties Health Unit.
6. Kingston, Frontenac and Lennox and Addington Health Unit.
7. Lambton Health Unit.
8. Leeds, Grenville and Lanark District Health Unit.
9. North Bay Parry Sound District Health Unit.
10. Northwestern Health Unit.
11. Peterborough County — City Health Unit.
12. Porcupine Health Unit.
13. Renfrew County and District Health Unit.
14. Thunder Bay District Health Unit.
15. Timiskaming Health Unit.

Yellow Zone of Stage 3

2. The following areas are in the Yellow Zone of Stage 3:

1. Haldimand-Norfolk Health Unit.
2. Huron Perth Health Unit.
3. Middlesex-London Health Unit.
4. Oxford Elgin St. Thomas Health Unit.
5. Simcoe Muskoka District Health Unit.
6. Sudbury and District Health Unit.
7. Windsor-Essex County Health Unit.

Orange Zone of Stage 3

3. The following areas are in the Orange Zone of Stage 3:

1. Brant County Health Unit.
2. City of Ottawa Health Unit.
3. Durham Regional Health Unit.
4. The Eastern Ontario Health Unit.
5. Niagara Regional Area Health Unit.
6. Waterloo Health Unit.
7. Wellington-Dufferin-Guelph Health Unit.

Commencement

2. **This Regulation comes into force on the later of November 16, 2020 and the day it is filed.**

CONFIDENTIEL
jusqu'au dépôt auprès du
registrateur des règlements

Reg2020.0896.f06.EDI
6-CJO

RÈGLEMENT DE L'ONTARIO

pris en vertu de la

LOI DE 2020 SUR LA RÉOUVERTURE DE L'ONTARIO (MESURES ADAPTABLES EN RÉPONSE À LA COVID-19)

modifiant le Règl. de l'Ont. 363/20

(ÉTAPES DE LA RÉOUVERTURE)

1. Les annexes 2 et 3 du Règlement sont abrogées et remplacées par ce qui suit :

ANNEXE 2 RÉGIONS À L'ÉTAPE 2

1. Circonscription sanitaire de la cité de Hamilton.
2. Circonscription sanitaire de la cité de Toronto.
3. Circonscription sanitaire régionale de Halton.
4. Circonscription sanitaire régionale de Peel.
5. Circonscription sanitaire régionale de York.

ANNEXE 3 RÉGIONS À L'ÉTAPE 3

Zone verte de l'étape 3

1. Les régions suivantes sont dans la zone verte de l'étape 3 :
 1. Circonscription sanitaire de Chatham-Kent.

2. Circonscription sanitaire du district d'Algoma.
3. Circonscription sanitaire de Grey Bruce.
4. Circonscription sanitaire du district de Haliburton, Kawartha et Pine Ridge.
5. Circonscription sanitaire des comtés de Hastings et de Prince Edward.
6. Circonscription sanitaire de Kingston, Frontenac et Lennox et Addington.
7. Circonscription sanitaire de Lambton.
8. Circonscription sanitaire du district de Leeds, Grenville et Lanark.
9. Circonscription sanitaire du district de North Bay-Parry Sound.
10. Circonscription sanitaire du Nord-Ouest.
11. Circonscription sanitaire du comté et de la cité de Peterborough.
12. Circonscription sanitaire de Porcupine.
13. Circonscription sanitaire du comté et du district de Renfrew.
14. Circonscription sanitaire du district de Thunder Bay.
15. Circonscription sanitaire de Timiskaming.

Zone jaune de l'étape 3

2. Les régions suivantes sont dans la zone jaune de l'étape 3 :

1. Circonscription sanitaire de Haldimand-Norfolk.
2. Circonscription sanitaire de Huron et Perth.
3. Circonscription sanitaire de Middlesex-London.
4. Circonscription sanitaire d'Oxford, Elgin et St. Thomas.
5. Circonscription sanitaire du district de Simcoe Muskoka.
6. Circonscription sanitaire de Sudbury et son district.

7. Circonscription sanitaire de Windsor-comté d'Essex.

Zone orange de l'étape 3

3. Les régions suivantes sont dans la zone orange de l'étape 3 :

1. Circonscription sanitaire du comté de Brant.
2. Circonscription sanitaire de la ville d'Ottawa.
3. Circonscription sanitaire régionale de Durham.
4. Circonscription sanitaire de l'Est de l'Ontario.
5. Circonscription sanitaire régionale de Niagara.
6. Circonscription sanitaire de Waterloo.
7. Circonscription sanitaire de Wellington-Dufferin-Guelph.

Entrée en vigueur

2. Le présent règlement entre en vigueur le dernier en date du 16 novembre 2020 et du jour de son dépôt.



Executive Council
Conseil exécutif

R.O.C./Décret 458 / 2020

I certify that the attached is a true copy of the Regulation under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, made by Her Honour the Lieutenant Governor in Council on November 13, 2020.

Dated at Toronto, November 13, 2020


Deputy Clerk, Executive Council



Ontario

Executive Council
Conseil exécutif

Order in Council Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

the appended Regulation be made under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*.

Sur la recommandation de la personne soussignée, la lieutenant-gouverneure, sur l'avis et avec le consentement du Conseil exécutif, décrète ce qui suit :

Le règlement ci-annexé est pris en vertu de la *Loi de 2020 sur la réouverture de l'Ontario (mesures adaptables en réponse à la COVID-19)*.

Recommandé par :

Recommended

Appuyé par : Le président du Conseil des ministres,

Concurred

Chair of Cabinet

Approuvé et décrété le

La lieutenant-gouverneure,

Approved and Ordered

NOV 13 2020

Date

Lieutenant Governor

R.O.C./Décret (R)

E 458/2020

Filed with the Registrar of Regulations
Déposé auprès du registraire des règlements

NOV 13 2020

Number (O. Reg.)
Numéro (Règl. de l'Ont.)

647/20

[Bilingual]

CONFIDENTIAL
Until filed with the
Registrar of Regulations

REG2020.0890.e
4-CJO

ONTARIO REGULATION

made under the

REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020

Amending O. Reg. 640/20, which amends O. Reg. 363/20

(STAGES OF REOPENING)

- 1. Subsection 1 (2) of Ontario Regulation 640/20 is revoked.**
- 2. Subsection 2 (2) of the Regulation is revoked.**
- 3. Subsection 3 (2) of the Regulation is revoked.**

Commencement

- 4. This Regulation comes into force on the day it is filed.**

CONFIDENTIEL
jusqu'au dépôt auprès du
registrateur des règlements

Reg2020.0890.f04.EDI
4-CJO

RÈGLEMENT DE L'ONTARIO

pris en vertu de la

LOI DE 2020 SUR LA RÉOUVERTURE DE L'ONTARIO (MESURES ADAPTABLES EN RÉPONSE À LA COVID-19)

modifiant le Règl. de l'Ont. 640/20, qui modifie le Règl. de l'Ont. 363/20

(ÉTAPES DE LA RÉOUVERTURE)

- 1. Le paragraphe 1 (2) du Règlement de l'Ontario 640/20 est abrogé.**
- 2. Le paragraphe 2 (2) du Règlement est abrogé.**
- 3. Le paragraphe 3 (2) du Règlement est abrogé.**

Entrée en vigueur

- 4. Le présent règlement entre en vigueur le jour de son dépôt.**



November 20, 2020

AMO Policy Update – Updated COVID-19 Measures, New LTC Projects, Emergency Orders Extended, and AODA Items

Updated COVID-19 Public Health Measures

As anticipated, the Province [announced](#) the movement of certain public health unit regions to new levels in the [Keeping Ontario Safe and Open Framework](#). These necessary measures are being taken to limit community transmission of COVID-19.

Based on the latest data, the following public health unit regions **will move** from their current level in the framework to the following levels effective Monday, November 23, 2020 at 12:01 a.m. Note: Many regions will also remain at their current level. 10 regions remain at the Green - Prevent level.

- Lockdown
 - City of Toronto
 - Region of Peel
- Red - Control
 - Durham Region Health Department; and
 - Region of Waterloo Public Health and Emergency Services
 - York Region, City of Hamilton, and Halton Region remain
- Orange - Restrict
 - Huron Perth Public Health;
 - Simcoe Muskoka District Health Unit;
 - Southwestern Public Health; and
 - Windsor-Essex County Health Unit
 - Brant County, Niagara Region, City of Ottawa, and Wellington-Dufferin-Guelph remain
- Yellow - Protect
 - Chatham-Kent Public Health;
 - Eastern Ontario Health Unit;
 - Grey Bruce Health Unit;
 - Kingston, Frontenac and Lennox & Addington Public Health;
 - Peterborough Public Health; and
 - Thunder Bay District Health Unit
 - Haldimand-Norfolk, Middlesex-London and Sudbury & District remain.

Trends in public health data will be reviewed weekly to determine if public health units should stay where they are or be moved into a higher level. Public health units will

stay in their level for a minimum of 28 days, or two COVID-19 incubation periods, at which time, the government will assess the impact of public health measures to determine if the public health unit should stay where they are or be moved to a different level. The Ministry of Health will continue to communicate regularly with local medical officers of health on local context and conditions to help inform the classification of their public health unit region.

For long-term care homes, [visitor restrictions](#) apply to those homes in the public health units that are in the Orange-Restrict level or higher. To further protect the health and safety of those in long-term care homes, staff, essential caregivers and support workers who provide direct care to residents in those regions will be tested more frequently for COVID-19, moving from bi-weekly tests to weekly as of November 23, 2020.

The Province is making additional enforcement mechanisms available to local medical officers of health who have applied additional measures based on their local conditions and needs. The government is amending Ontario Regulation 950 under the *Provincial Offences Act*, allowing for a ticket to be issued for any contravention of a COVID-19 specific communicable disease class order issued by a medical officer of health. The government will also ask the Chief Justice of the Ontario Court of Justice to establish a set fine to be attached to any ticket issued for violating a section 22 order relating to COVID-19 made by a local medical officer of health.

The Ontario government is now also providing \$600 million in relief to support eligible businesses required to close or significantly restrict services due to enhanced public health measures, doubling its initial commitment of \$300 million made in the 2020 Budget, Ontario's Action Plan: Protect, Support, Recover.

Businesses can apply online for temporary property tax and energy cost rebate grants from the Province, via a one-window portal. The rebates will cover the length of time that a business is required to temporarily close or significantly restrict services as a result of being located in an area categorized as Red-Control or Lockdown, or previously categorized as modified Stage 2 public health restrictions. A detailed list of eligible businesses, as well as instructions for applying, can be found at [Ontario.ca/covidsupport](https://ontario.ca/covidsupport).

New LTC Projects

The Ontario government has [announced](#) 29 new long-term care projects, which will lead to an additional 3,000 new and upgraded long-term care spaces across the province. It is hoped that these projects will help reduce waitlists while improving quality of care and quality of life for seniors. Of the 29 projects, 23 involve the construction of brand-new buildings and 19 involve campuses of care where multiple services are provided on the same site.

In addition to the 29 projects announced today, Ontario is investing an additional \$761 million to [build and renovate 74 projects under the modernized funding model](#), creating close to 11,000 safe, modern spaces.

Emergency Orders Extended

The Province has [extended all orders](#) currently in force under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 (ROA)* until December 21, 2020.

The ROA came into force on July 24, 2020 to make sure that critical measures remained in place after the provincially declared emergency came to an end. Under the ROA, orders can be extended for up to 30 days at a time and the government must report on all order extensions to the [Select Committee on Emergency Management Oversight](#).

The list of orders under the ROA that have been extended can be found online on the [Government of Ontario's website](#).

Correction: AODA Compliance Reporting Deadline

On the AMO Policy Update dated November 17th, information was provided to inform members that the compliance reporting deadline for public sector organizations had been extended from December 31, 2020 to June 30, 2021. We need to correct this statement to clarify that this extension applies to business and non-profit organizations.

Public sector organizations, including municipalities, are due to report in 2021 and the deadline for these reports is December 31, 2021. There is no report required in 2020. See the Ontario website for more information on completing your [accessibility compliance report](#) and on [municipal compliance requirements](#).

Reminder: Upcoming Deadline for Accessible Website Compliance with the AODA

Beginning January 1, 2021, all public websites and web content posted after January 1, 2012 must meet WCAG 2.0 Level AA other than criteria 1.2.4 (live captions) and 1.2.5 (pre-recorded audio descriptions). For more information on the requirements and contact information for the Ministry of Seniors and Accessibility, please see the Ontario [website](#).

To support compliance, AMO has partnered with [e-SolutionsGroup and GHD Digital](#) as a preferred vendor to assist municipal governments to meet or exceed AODA and WCAG 2.0 requirements.

Please [register](#) to join a **free one hour webinar at noon on November 26th** to learn more about products and services for the Accessibility for Ontarians with Disabilities (AODA) legislation deadline of January 21, 2021. In addition, information will be provided about [mandatory screening requirements](#) to help you to screen, track, and detect COVID-19.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to covid19@amo.on.ca.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



From: [Denonville, Alex](#)
To: [Town of Essex All Staff](#)
Subject: November 30, COVID-19 Response: Operations to be suspended at Essex and Harrow Arenas
Date: Monday, November 30, 2020 12:07:15 PM



Media Release

November 30, 2020

COVID-19 Response: Community Update

Operations to be suspended at Essex and Harrow Arenas

With the region moving into the Red-Control status in the Provincial COVID-19 Response Framework, along with recent guidance received from the Windsor-Essex County Health Unit, the operations of two Town of Essex arenas will be suspended beginning Monday, November 30.

The decision to suspend operations was made in collaboration with arena user groups.

"For most of our user groups, the new limitations reduced the feasibility of hosting regular practices or activities at our local arenas," said Doug Sweet, Deputy CAO & Director, Community Services. "With that in mind, the Town will temporarily suspend operations of our rinks, while continuing to offer limited in-person programming at our community facilities which meet current restrictions."

The walking track at the Essex Centre Sports Complex will also be closed to the public. Current in-person programs will continue to follow the current group size limitations and other restrictions set out by the Provincial Government and Windsor Essex County Health Unit.

The Municipal Office in Essex Centre will continue remain open for essential visitors during modified operating hours (Monday to Friday, 8:30am to 11:30am, 1:30pm to 4:30pm.)

Residents seeking alternatives to in-person visits can find their online service options at www.essex.ca/OnlineServices. To report problems with local parks, roadways, and other municipal infrastructure, please visit www.essex.ca/ReportAProblem.

For guidance on what individuals can do to reduce their risk of contracting the virus, or what to do if they display symptoms, please visit the [Ontario Ministry of Health's COVID-19 resource page](#). To find the current COVID-19 restrictions, please visit [WECHU's Local Pandemic Status page](#).

-
Media Contact

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Manager, Communications

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PUBLIC HEALTH MEMO

COVID-19

This is a stakeholder update for the week of November 30th.

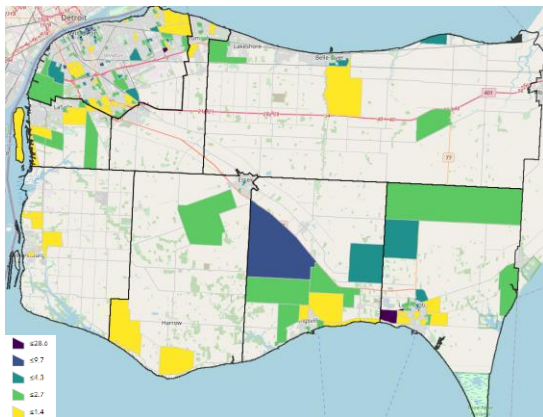
Current Statistics

For all up-to-date data and information, please visit the [Local Updates](#) page on our website, which includes the local COVID-19 Dashboard. Daily local public health live updates and weekly summary reports can also be found on the [WECHU YouTube Channel](#).

Case Counts in Windsor and Essex County

Confirmed Cases		Deaths		Resolved Cases	
3,637 (↑41)		79		3134	
Current LTC & RH Outbreaks		Current Workplace Outbreaks		Current Community Outbreaks	
3		7		2	
				Current School Outbreaks	
				2	

Confirmed Active COVID-19 Cases in Windsor and Essex County



The map reflects the number of active positive COVID-19 cases per 1000 residents. Please note that this does not reflect where the cases were infected, but rather where they reside. Cases may have been exposed to COVID-19 outside of their home or in other settings.

Percent of new COVID-19 cases acquired in the community, 7-day average





Federal, Provincial and Local Guidelines and Recommendations (Updates)

Federal

- The Mandatory Isolation Order and temporary travel restrictions for all travelers seeking entry into Canada from a country other than the US has been extended until January 21st, 2021. Travel restrictions for US citizens and foreign nationals arriving from the US remain in place until December 21, 2020 and may be extended at that time.

Provincial

- The province has provided some preliminary [guidance on how to safely celebrate the holiday season](#). The Province is launching a new holiday webpage providing guidance on how individuals and families can plan for a safe holiday season; the Windsor-Essex County Health Unit will be providing further guidance tailored to the Windsor-Essex region in early December.

Windsor-Essex

- The Windsor-Essex County Health Unit (WECHU) has issued public exposure notifications for the following locations: Carmen's Catering, Shoppers Drug Mart at 7980 Menard St, Windsor, India 47 Restaurant and Bar, Loose Goose Restopub and Lounge – Lakeshore Oasis, Applebee's Huron Church Restaurant, Tabouli by Eddy's Restaurant, RIA Financial, and Food Basics in Tecumseh. The WECHU has received a report that individuals positive for COVID-19 attended these locations while infectious. Although the potential exposures listed on the WECHU's [Public Exposure Notification page](#) are considered low risk, individuals who visited any of the locations on the identified dates are asked to monitor themselves for symptoms of COVID-19 for 14 days from the date of exposure.
- As of November 30th, there are 3 long-term care and retirement home outbreaks, 7 workplace outbreaks, 2 community outbreaks, and 2 school outbreaks in the Windsor-Essex region. This includes the cluster of cases at Windsor Regional Hospital and Hôtel Dieu Grace Healthcare that the Windsor-Essex County Health Unit is working to investigate. For more information on outbreaks, please visit the [WECHU website](#).

Details about cases at specific schools can be found on the websites of the corresponding school boards; please see the following for the direct links to the outbreak tracking pages by local school board: [Windsor-Essex County District School Board](#), [Greater Essex county District School Board](#), [Conseil Scolaire Viamonde](#), [Conseil Scolaire Catholique Providence](#).

- Due to the increase in local active COVID-19 cases, effective 12:01 am on Monday, November 30th, Windsor and Essex County moved into the **Red– Control Level** of the Province of Ontario's [COVID-19 Response Framework](#) :



Control (stringent measures) - red

Public Health Measures

Broader-scale measures and restrictions across multiple sectors to control transmission (return to modified Stage 2). Restrictions are the most severe available before widescale business or organizational closure.

In addition to the measures under provincial regulations, the Windsor-Essex County Health Unit's Medical Officer of Health, Dr. Wajid Ahmed, has issued [additional restrictions for the region](#) to control the spread of COVID-19.



Taking into account new provincial measures and the WECHU's instructions, a summary of key enhanced measures for Windsor and Essex County include:

General Public Health Measure	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<p>Gathering limits for functions, parties, dinners, gatherings, barbeques or wedding receptions held in private residences, backyards, or parks:</p> <ul style="list-style-type: none"> • 5 people indoors • 25 people outdoors • Must comply with physical distancing <p>Gathering limit for organized public events and gatherings in staffed businesses and facilities:</p> <ul style="list-style-type: none"> • 5 people indoors • 25 people outdoors • Must comply with physical distancing <p>Gathering limit for religious services, or ceremonies, including wedding services and funeral services:</p> <ul style="list-style-type: none"> • 30% capacity of the room indoors • 100 people outdoors • Must comply with physical distancing <p>Gathering limit for religious services, weddings, and funerals:</p> <ul style="list-style-type: none"> • 30% capacity indoors • 100 people outdoors <p>Requirement for workplace screening. See the COVID-19 Screening Tool for Workplaces for more information</p> <p>Requirement for face coverings at indoor workplaces</p> <p>Requirement for face coverings in indoor public spaces, with limited exemptions</p> <p>Personal protective equipment that provides protection of the eyes, nose, and mouth, is required if a worker is required to come within 2 metres of another person who is not wearing a face covering</p> <p>Requirement to maintain physical distancing</p>	<p>General Instructions for residents:</p> <ul style="list-style-type: none"> • Zero tolerance on all COVID-19 prevention measures • Minimize your close contacts to your household members only • Minimize visiting to a private home or residential premise, including social gatherings (both indoor and outdoor) except for essential reasons • Cancel, postpone, or hold virtually any other discretionary in-person activities, or participate only with your household and essential supports <p>Workplace Instructions</p> <ul style="list-style-type: none"> • Enable, as possible, work from home options for employees • Prohibit non-essential visitors (persons whose presence is not essential to the functioning of the workplace as a workplace) from attending their facilities



Restaurants, Bars, and Food or Drink Establishments	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> Maximum number of patrons permitted to be seated indoors is 10 Outdoor dining, take out, drive through, and delivery permitted, including alcohol Require patrons to be seated; 2m minimum between tables Dancing, singing and performing music is prohibited. No buffet style service Night clubs and strip clubs only permitted to operate as restaurant or bar Line-ups/patrons congregating outside venues managed by venue; 2m distance and face covering required Face coverings except when eating or drinking only Eye protection where patrons without face coverings are within 2m of workers Limit operating hours, establishments must close from 10 p.m. to 5 a.m. Liquor sold or served only between 9 a.m. to 9 p.m. No consumption of liquor permitted between 10 p.m. to 9 a.m. Limit of 4 people may be seated together Limit volume of music (e.g., to be no louder than the volume of a normal conversation) Require screening of all patrons (e.g. questionnaire) Safety plan available upon request 	<ul style="list-style-type: none"> N/A
Sports and Recreation Fitness	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> Gyms and fitness studios permitted to be open with maximum of: <ul style="list-style-type: none"> 10 people indoors or 25 people outdoors in classes; and 10 people indoors in areas with weights or exercise equipment No spectators permitted (exemption for parent and guardian supervision of children) Increase spacing between patrons to 3 metres for areas of a sport or recreational facility where there are weights or exercise equipment and in exercise and fitness classes Team sports must not be practiced or played except for training (no games or scrimmage) Activities that are likely to result in individuals coming within 2 metres of each other are not 	<p>Gyms and Fitness Centers instructions:</p> <ul style="list-style-type: none"> Strictly follow the number of people allowed in the establishment under the regulations Direct participants to pre-register for a specific group class that might be offered (i.e., no walk-in participants permitted), in addition to the provincially mandated registration to enter the facility Maintain class lists with names and contact information of participants to assist with cohorting and contact tracing in the event of an exposure Retain class contact lists for a period of at least one month; and only disclose the records to a MOH or an inspector under the HPPA on request



<p>permitted; no contact permitted for team or individual sports, with an exemption for high performance, including parasport, athletes.</p> <ul style="list-style-type: none"> • Patrons may only be in the facility for 90 minutes except if engaging in a sport • Limit volume of music to be low enough that a normal conversation is possible; measures to prevent shouting by both instructors and members of the public • Face coverings required except when exercising • Require contact information for all members of the public that enter the facility • Require reservation for entry; one reservation for teams • Screening of patrons is required, in accordance with instructions issued by the Office of the Chief Medical Officer of Health • A safety plan is required to be prepared and made available upon request 	<p>for a purpose specified in Section 2 of that Act or as otherwise required by law</p>
Meeting and Event Spaces	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> • Maximum of 10 people per facility indoors or 25 people outdoors • 100 people outdoors permitted only for court/government services, weddings or funeral services • Booking multiple rooms for the same event not permitted • Limit operating hours, establishments must be closed between at 10 p.m. and 5 a.m. • Liquor sold or served only between 9 a.m. to 9 p.m. • No consumption of liquor permitted between 10 p.m. to 9 a.m. • Require contact information for all seated patrons • Limit of 4 people may be seated together • Require screening of patrons (e.g. questionnaire) • Limit volume of music (e.g., to be no louder than the volume of a normal conversation) • Safety plan available upon request 	<ul style="list-style-type: none"> • N/A



Retail	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> Fitting rooms must be limited to non-adjacent stalls Requirement to maintain 2m distance while standing in line (inside and outside) and flow management Line-ups/patrons congregating outside venues must be managed by venue; 2m distance and face covering required Consider limiting capacity in retail stores and in shopping malls in winter Limit volume of music (e.g., to be no louder than the volume of a normal conversation) For malls: <ul style="list-style-type: none"> interior dining spaces such as tables and seating in food courts, are closed. Require screening of patrons at mall entrances (e.g. questionnaire) For malls a safety plan must be available upon request 	<p>Mall Instructions:</p> <ul style="list-style-type: none"> Prohibit consumption of food or drink while walking through malls <p>Retail and Grocery Store Instructions:</p> <ul style="list-style-type: none"> Designate specific store hours to serve seniors who do not have any other support systems for essential grocery needs Restrict the number of people in the store to allow for physical distancing <p>Ensure signage for flow of customers and staff to minimize any close physical contact</p>
Personal Care Services	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> Oxygen bars, steam rooms, saunas, whirlpools, bath houses, other adult venues, hot tubs, floating pools and sensory deprivation pods closed (some exceptions) Services requiring removal of face coverings prohibited Change rooms, locker rooms, and showers closed Require screening of patrons (e.g., questionnaire) Require contact information from all patrons Safety plan available upon request 	<ul style="list-style-type: none"> Locker rooms, change rooms, and showers must be closed, except a washroom or a portion of business that is used to provide first aid
Casinos, Bingo Halls, and Gaming Establishments	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> Capacity cannot exceed 10 people indoors or 25 people outdoors Table games are prohibited Liquor sold or served only between 9 a.m. to 9 p.m. No consumption of liquor permitted between 10 p.m. to 9 a.m. Require contact information from all patrons Require screening of all patrons (e.g. questionnaire) 	<ul style="list-style-type: none"> N/A



<ul style="list-style-type: none"> • Safety plan available upon request 	
Cinemas	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<p>Please note in Red-Control level, all indoor cinemas are CLOSED.</p> <ul style="list-style-type: none"> • Drive-in cinemas are permitted to remain open • Rehearsal or performing a recorded or broadcasted event remains permitted • Singers and players of brass or wind instruments must be separated from any other performers by plexiglass or other impermeable barrier. 	<ul style="list-style-type: none"> • N/A
Performing Arts Facilities	
COVID-19 Response Framework: Red - Control Level	WECHU – Specific Enhanced Measures
<ul style="list-style-type: none"> • Please note in RED- Control level, all performing arts facilities are CLOSED to spectators. • Rehearsal or performing a recorded or broadcasted event remains permitted • Singers and players of brass or wind instruments must be separated from any other performers by Plexiglas or other impermeable barrier 	<ul style="list-style-type: none"> • N/A

Guidance Documents

A list of all guidance documents from the Province of Ontario, and the Windsor-Essex County Health Unit (WECHU) can be found on the [Guidelines](#) page of the WECHU website.

- WECHU developed COVID-19 [Safety Plan Template \(PDF\)](#) and [fillable Word document](#).
- COVID-19 screening tool can be accessed [online](#) or for [print](#).
- WECHU's [Safety Guide for Holiday Donations in Windsor-Essex](#)

From: Denonville, Alex

Sent: Tuesday, November 24, 2020 4:48 PM

To: CouncilMembers <CouncilMembers@essex.ca>

Subject: Town of Essex Announces Provincial Funding for Local Streetscape Projects



Media Release

November 24, 2020

Town of Essex Announces Provincial Funding for Local Streetscape Projects

Essex- Earlier this year, the Town of Essex was successful in its application to the Ontario Ministry of Agriculture, Food, and Rural Affairs' Rural Economic Development (RED) grant program. The nearly \$250,000 grant will support the Town's multi-million dollar investments in the Harrow and Essex Centre Streetscape Projects, with construction slated to begin in Harrow in the spring of 2021.

"As a Council, we are united in recognizing the importance of investing in our urban cores, supporting the small businesses and citizens that call them home, and creating a unique vision that reflects our community," said Mayor Larry Snively. "We appreciate the funds that will help make this project possible and we are excited to get shovels in the ground to make it a reality."

In 2020, Town Council agreed to invest more than \$4.5 million toward the implementation of the Harrow Streetscape Project, although COVID-19 delayed the engineering phase and start of construction. Project construction is now slated to begin in Spring of 2021.

The RED grant funding will partially cover the cost of capital investments such as landscaping and street furniture (eg. benches and bike racks).

On top of the visual and amenity enhancements, the Harrow Streetscape Project will coincide with significant capital investment in roads, water main, and storm sewer work in Harrow's urban core.

The Town has also published a resource page for residents, business owners, and visitors to find information about the Harrow Streetscape Project and its impacts on the community. Current information is now posted at www.essex.ca/HarrowStreetscape.

Image attached: Conceptual image from page 48 of the [Harrow Streetscape Plan](#).

Media Contact

Alex Denonville

Manager, Communications

adenonville@essex.ca

519-990-7546

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From: [Denonville, Alex](#)
To: [Town of Essex All Staff](#)
Subject: Town of Essex to Honour Frontline Workers with Christmas Tree Lighting Ceremony Livestream
Date: Monday, November 30, 2020 4:51:58 PM



Media Advisory

November 30, 2020

Town of Essex to Honour Frontline Workers with Christmas Tree Lighting Ceremony Livestream

Essex- Residents in the Town of Essex can tune into a livestreamed edition of the annual Town Hall Christmas Tree Lighting Ceremony on Tuesday, December 1, starting at 5:00pm.

In a normal year, community members would gather for the Essex Centre Christmas Tree Lighting ceremony, which serves as a kick-off to the holiday season. However, with group size limits and other public health restrictions due to COVID-19, this year's version will be livestreamed to the [Town's Facebook page](#).

The event will also feature an honorary tree-lighting guest, Betsabe Zuiderveen, a long-time staff member of Iler Lodge Retirement Residence in Essex Centre.

"On behalf of Council and the entire community, we would like to thank Betsabe as well as all frontline medical and other essential workers your dedication throughout 2020," said Mayor Larry Snively. "We know this has been a difficult year for all of you, so thank you for going above and beyond in your service to some of the most vulnerable in our community. We are honoured to welcome Betsabe to light the tree at Town Hall in recognition of her and her peers throughout our region."

Photos of the tree lighting ceremony will also be shared with members of the local media after the event.

Media Contact

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519-990-7546

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From: Minister Seniors and Accessibility (MSAA) [<mailto:MinisterSeniorsAccessibility@ontario.ca>]
Sent: Tuesday, November 17, 2020 4:36 PM
To: Moroz, Lynn <LMoroz@essex.ca>
Subject: Reply from Minister Cho to your October 28, 2020 email

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Ms. Moroz:

Thank you for your email on behalf of the Town of Essex in support of the Town of Amherstburg's *Accessibility for Ontarians with Disability Act, 2005* (AODA) website compliance extension request.

The Ministry for Seniors and Accessibility continues to encourage compliance with all appropriate accessibility requirements under the AODA as we strive towards making Ontario open for all.

By January 1, 2021, all internet websites and web content for any private or not-for-profit organizations with 50 or more employees, as well as any public sector organizations must conform with WCAG 2.0 Level AA, other than success criteria 1.2.4 Captions (Live) and success criteria 1.2.5 Audio Descriptions (Pre-recorded). The deadline for this requirement remains the same.

Recognizing that this is a challenging time for many organizations, the ministry's Accessibility for Ontarians with Disabilities Division (AODD) can offer an organization an extension to comply with this requirement through a workplan. The workplan will document the tasks they identify that need to be completed and their corresponding timelines.

If an organization needs establish a workplan with extended timelines, they can contact AODA.compliance@ontario.ca with their request.

If an organization requires additional information on the WCAG standards, they can visit W3C's website at <https://www.w3.org/TR/WCAG20/>.

Thank you again for writing and for your interest in accessibility for all Ontarians, including and especially for our most vulnerable. Making Ontario a province where communities and businesses are accessible for everyone benefits us all.

Please accept my best wishes.

Sincerely,
Raymond Cho
Minister

c: The Honourable Doug Ford, Premier of Ontario

Confidentiality Warning: This e-mail contains information intended only for the use of the individual emailed above. If you have received this e-mail in error, we would appreciate it if you could advise us through the ministry's website at <https://www.ontario.ca/page/ministry-seniors-accessibility> and destroy all copies of this message. Thank you.

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October 19, 2020

Honourable Raymond Cho
Minister for Seniors and Accessibility
College Park, 5th Floor
777 Bay Street
Toronto, ON M5G 2C8
Email: raymond.cho@pc.ola.org

Re: AODA Website Compliance Extension Request

Dear Minister Cho,

At the regular council meeting of October 5, 2020, Council reviewed the attached correspondence from the Town of Amherstburg requesting the Province of Ontario extend the deadline requiring designated public sector organizations to meet the compliance standards and to provide funding support and training resources to meet these compliance standards. As a result of the review, the following resolution was passed,

R20-10-371

Moved By Councillor Bjorkman

Seconded By Councillor Garon

That correspondence from the Town of Amherstburg, dated September 21, 2020 to the Minister for Seniors and Accessibility requesting that the Province Ontario extend the compliance deadline stated in Section 14(4) of O. Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022 to consider funding support and training resources to meet these compliance standards, be received and supported; and

That a letter of support be sent to the Honourable Raymond Cho, Minister for Seniors and Accessibility, the Honourable Doug Ford, Premier of Ontario and to the Town of Amherstburg.

Carried



Please consider this letter of support to extend the deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards by a minimum of one (1) year to at least January 1, 2022 and to consider providing funding support and training resources to meet these compliance standards.

Yours truly,

A handwritten signature in black ink, appearing to read "R. Auger", written over a white background.

Robert W. Auger, L.L.B.
Town Solicitor, Legal and Legislative Services/Clerk
Ext. 1132
Email: rauger@essex.ca

RWA/lam

Enclosure

c.c. Honourable Doug Ford
Premier of Ontario
Email: premier@ontario.ca

Tammy Fowkes, Deputy Clerk
Town of Amherstburg
Email: tfowkes@amherstburg.ca



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility
College Park 5th Flr, 777 Bay St,
Toronto, ON
M7A 1S5

Re: AODA Website Compliance Extension Request

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- “1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards.”

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Honourable Doug Ford, Premier of Ontario
The Association of Municipalities of Ontario
All Ontario Municipalities

From: Lewis, Chris - M.P. [<mailto:Chris.Lewis@parl.gc.ca>]
Sent: Monday, November 23, 2020 4:13 PM
To: Moroz, Lynn <LMoroz@essex.ca>
Subject: Re: Letter of Support - Regarding Cannabis Grow Operations

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Lynn Moroz,

Thank you for including MP Lewis in your correspondence to the Ministers responsible. We have been hearing similar concerns from constituents and have contacted the Shadow Minister for Health. Also, in the same way your office reached out to other municipalities, we have reached out to other MPs who have had similar concerns in their ridings.

I will keep you informed of any updates from the Shadow Minister and from MP Lewis's Conservative colleagues whose ridings are similarly affected. It would be appreciated if you could also provide Chris with copies of any responses you receive. Meanwhile, thanks again for including MP Lewis in your letter of concern

Kind regards,
Kennan



Office of Chris Lewis, MP Essex
402 Justice Building
Parliament Office: + 1 613 992 1812
Constituency Office: +1 519 776 4700
Constituency Fax: + 1 519 776 1383
E-mail: Chris.Lewis@parl.gc.ca
Constituency Office:
35 Victoria Ave, Unit 7B.
Essex, ON, N8M 1M4



November 16, 2020

Honourable Patty Hajdu
Minister of Health
Email: hcminister.ministresc@canada.ca

Honourable David Lametti
Minister of Justice and Attorney General
Email: David.Lametti@parl.gc.ca

Honourable Bill Blair
Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Re: Unlicensed and Unmonitored Cannabis Grow Operations

Dear Ministers,

At the regular council meeting of November 2, 2020, Council reviewed the attached correspondence from the Township of Blandford-Blenheim. As a result of their review Council passed the following resolution,

R20-11-413

Moved By Deputy Mayor Meloche
Seconded By Councillor Verbeek

That the resolution from the Township of Blandford-Blenheim, dated October 13, 2020 urging the Federal Government to amend existing legislation that allows large scale cannabis grow operations to be established and operated without any of the regulations or protocol, to ensure the safety and rights of the local communities in which they are situated are respected, be received and supported; and

That a letter of support be sent to the Federal Minister of Health, the Federal Minister of Justice and Attorney General, the Federal Minister of Public Safety and Emergency Preparedness, Essex MP Chris Lewis, Essex MPP Taras Natyshak and a copy of the letter be sent to the Township of Blandford-Blenheim.

Carried



Please accept this letter as the Town of Essex's support for the modification of the current regulations that allow large scale cannabis grow operations to be established and operated without the regulations or protocol that licensed and monitored operations must adhere to and without the appropriate consultation with local communities and their municipalities or protocol.

Yours truly,

A handwritten signature in black ink, appearing to read "R. Auger", with a long horizontal flourish extending to the right.

Robert W. Auger, L.L.B.
Town Solicitor/Legal and Legislative Services, Clerk
Ext. 1132
Email: rauger@essex.ca

RWA/lam

Enclosure

c.c. Chris Lewis, Essex MPP
Email: chris.lewis@parl.gc.ca

Taras Natyshak, Essex MPP
Email: tnatyshak-qp@ndp.on.ca



Township of Blandford-Blenheim

47 Wilmot Street South
Drumbo, Ontario N0J 1G0

Phone: 519-463-5347
Fax: 519-463-5881
Web: www.blandfordblenheim.ca

October 13, 2020

Emailed to the Federal Minister of Health, Federal Minister of Justice and Attorney General, Federal Minister of Public Safety and Emergency Preparedness, Oxford MP, Oxford MPP, the Association of Municipalities of Ontario and all municipalities in Ontario.

Re: Unlicensed and unmonitored cannabis grow operations

Please be advised that at the Regular Meeting of Council on October 7th, 2020, the Council of the Township of Blandford-Blenheim passed the following resolution:

Resolution Number: 2020-14

Moved by: Councillor Nancy Demarest

Seconded by: Councill Bruce Banbury

“That Whereas unlicensed and unmonitored cannabis grow operations have increasingly become a problem in communities in Ontario as well as across the Country; and,

Whereas these operations are allowed to establish with little or no consultation with the local community and municipalities are often only made aware of their existence after conflicts arise with neighboring land owners; and,

Whereas loopholes in existing Federal legislation allow these large scale grow op’s to establish and operate without any of the regulations or protocols that licensed and monitored operations need to adhere to,

BE IT RESOLVED that the Council of the Township of Blandford-Blenheim urges the Federal Government to amend the legislation under which these facilities operate to ensure the safety and rights of the local communities in which they are situated are respected; and,

That this resolution be forwarded to the Federal Minister of Health, Federal Minister of Justice and Attorney General, Federal Minister of Public Safety and Emergency Preparedness, Oxford MP, Oxford MPP, the Association of Municipalities of Ontario and all municipalities in Ontario.”

Regards,

Sarah Matheson
Deputy Clerk
Township of Blandford-Blenheim

Dear Essex Council Members,

My name is William Dent and my wife's name is Stephanie Wilhelm, we live a [REDACTED] County Rd 20 West Harrow. I watched the last town council meeting on Nov 16 2020. I have some concerns about the rural fibre expansion through SWIFT. The only internet available at my location is wireless and it is very expensive and slow. From what I can tell swift funding will not help expand the fibre infrastructure in my area and there are not many houses down our road to entice service providers to run wired internet. I was concerned about Deputy Mayor Meloche's comments regarding council not being able to direct where fibre services will go. The reason these comments are concerning is that it feels like no alternative is being offered outside of the swift or federal funding for people in our position. I have lived in this community most of my life and I know how it works. The towns and built up areas get all the services, while the rest of us get to pay high taxes for little or no services. The town water went in many many years ago and this location is still on a well. I bring this up because water is available to almost all residents of Essex except for a the unlucky few. Canadians have had the Constitutional right to clean drinking water since 1982, it is 38 years later and I still have to bring in all my family's drinking and cooking water in jugs. Recently the federal government declared that high-speed internet was a necessary basic service. My worry is will my family have to wait 40 years or more to get access to reliable internet as well?

During the meeting Councillor Vander Doelen conveyed how excited people were for the new expansion to go forward, and how it would have a positive effect on property values. The problem with that statement is that those who do not receive fibre during this expansion will see their property values stagnate, their job opportunities lessened and overall quality of life that is not on par with those who do receive the service. It is very important to me that our neighbourhood gets access to reliable high speed internet, because I want my son to have all the same opportunities as everyone else. Living 5 minutes from town shouldn't be reason enough to exclude someone from access to this much needed service.

Covid-19 has made even more clear the need for high-speed internet, as many employers are shifting to an online workplace model. Rural residents stand to benefit immensely from high-speed internet as they may be able to secure better job opportunities that were once only available to those living in large cities. If our community cannot secure this infrastructure for all rural residents who could really benefit from it the most, then it creates a distinction between those who can and cannot be hired in our community for online work. Most if not all online employers say in their job ads that a wired connection is required to even apply for the job.

To make matters worse, for the average rural family wireless is all that's available and it is very expensive. Over \$120 monthly for 25Mbps download speed which is half the minimum set by the CRTC and the Federal Government. Speeds on wireless connection seldom reach the stated 25Mbps and more often then not hardly pass 10Mbps. Rural families pay approximately \$40 more a month for service that can be more than 100 times slower than that of their neighbours in town.

In conclusion, availability of rural high-speed internet access is something I am very passionate about. My wife and I feel like not having access to this future technology puts our family at a severe disadvantage. If high-speed internet is being run to residents in rural Essex, it can only improve our community if every single household has access to it and not just a select few. The area where we live west of harrow is in dire need of an internet upgrade. If you look on the Essex speed test map <https://performance.cira.ca/essex>, you can see that our area County Rd 20 West is only receiving speeds of up to 5Mbps. I do realize that all of Essex council is doing their best to get as many residents as

possible access to high-speed internet, but for our neighbourhood if we are not included in the expansion it could set us back by many years. We would be very grateful if council could look into this further and find out if this area will get services in the not so distant future, if not then why?

Sincerely,
William Dent & Stephanie Wilhelm

Ministry of Finance

Provincial-Local
Finance Division
10th Floor
777 Bay Street
Toronto ON M5G 2C8

Tel.: 416 327 0264
Fax.: 416 325 7644

Ministère des Finances

Division des relations provinciales-
municipales en matière de finances
10^e étage
777 rue Bay
Toronto ON M5G 2C8

Tél. : 416 327 0264
Téléc.: 416 325 7644



November 17, 2020

Dear Municipal Treasurer/Clerk-Treasurer;

I am writing to inform you of the property tax and assessment measures announced in the *2020 Ontario Budget*, released on November 5, 2020.

As you may know, the government has been conducting a review of Ontario's property tax and assessment system. The Review has been exploring opportunities to support a competitive business environment, enhance the accuracy and stability of property assessments, and strengthen the governance and accountability of the Municipal Property Assessment Corporation (MPAC). As part of the Review, the Province has been consulting with municipalities, including seeking input through the Property Assessment and Taxation Review Municipal Advisory Committee.

While the consultation process is ongoing, early action is being taken on a number of measures as announced through the *2020 Ontario Budget*.

Reducing Business Education Tax by \$450 Million

There is currently a wide range of business education tax (BET) rates across the province as a result of historical assessment and tax inequities. Through the Review, municipalities and business stakeholders have expressed concerns regarding the variation of BET rates and its impact on business competitiveness. The government has also heard that, as the province recovers from the COVID-19 pandemic, addressing this variation in BET rates would reduce regional tax inequities and improve business competitiveness.

In response to these concerns, the Province announced that it will reduce all high BET rates to a rate of 0.88 per cent in 2021. This rate is ten basis points below the existing target rate and represents a reduction of 30 per cent for the many businesses that are currently subject to the highest BET rate. This will benefit over 200,000 business properties across 95 per cent of all municipalities and will create over \$450 million in annual savings for businesses.

To ensure municipalities are not negatively impacted by BET reductions, the Province will maintain BET rates at the 2020 BET rate for properties whose payments in lieu of education taxes municipalities are permitted to retain.

The Province will also adjust payments to school boards to offset the reduction in education property taxes to ensure there is no financial impact on school boards.

We will provide municipalities with draft 2021 BET rates shortly.

New Optional Small Business Property Subclass

Through the Review, stakeholders have shared concerns about the property tax burden that small businesses face. Some municipalities have requested additional property tax tools that would provide targeted tax relief to small businesses and increase business competitiveness.

The government is therefore proposing to provide municipalities with the flexibility to target property tax relief to small businesses in a way that best reflects their local circumstances. Beginning in 2021, municipalities would be able to provide a property tax reduction for eligible small businesses through the adoption of a new optional small business property subclass. The Province will also consider matching these municipal property tax reductions in order to provide further support for small businesses.

Amendments are being proposed to the *Assessment Act* that would allow municipalities to define small business eligibility in a way that best meets local needs and priorities. Further details on the optional small business subclass will be set in regulation once the legislation has passed.

Assessment of Business Properties in Redevelopment Areas

Another concern that has been expressed through the Review is the impact that redevelopment pressure and speculative sales can have on the assessment of small businesses.

To ensure the government is well-positioned to respond to input that is being provided through the review process, amendments are being proposed to the *Assessment Act* to support the potential creation of optional new assessment tools to address concerns regarding redevelopment and speculative sales.

The Province will continue to seek the advice of municipalities, businesses and other interested stakeholders through the Review to inform the potential regulatory framework for this new flexibility.

Streamlining the Business Vacancy Rebate and Reduction Programs

Municipalities currently have the flexibility to modify the Vacant Unit Rebate and the Vacant and Excess Land subclasses to better meet the needs of their community. Municipalities modifying their business vacancy programs are currently required to submit their proposed changes to the Province to be implemented through regulation. In response to requests from municipalities to streamline this process, the Province is proposing amendments to the *Municipal Act, 2001* and the *City of Toronto Act, 2006* that will enable municipalities to implement program changes through municipal by-law going forward, rather than requiring the approval of a regulatory amendment by the Minister of Finance.

Tax Exemption for The Army, Navy & Air Force Veterans in Canada (ANAVETS)

Organizations such as the Royal Canadian Legion and The Army, Navy & Air Force Veterans in Canada (ANAVETS) offer vitally important services for Canada's military veterans, including assistance in adjusting back into civilian life, advocacy on behalf of veterans, as well as support for families and seniors.

In 2018, the *Assessment Act* was amended to ensure that legion halls occupied by Ontario branches of the Royal Canadian Legion are exempt from property taxation as of the 2019 tax year.

To further ease the burden on Ontario's veterans, the government is proposing an amendment to the *Assessment Act* to extend this tax exemption to Ontario units of The Army, Navy and Air Force Veterans in Canada.

Supporting Employers in COVID-19 Hotspots

The government recognizes that necessary COVID-19-related public health measures, come at a cost to Ontario's businesses. To help support businesses impacted by these public health measures, the government announced the availability of \$300 million to assist eligible businesses with costs associated with municipal and education property taxes, and energy bills.

This support will be provided to eligible businesses in regions of Ontario where the Province determines modified Stage 2 public health restrictions are necessary, or going forward, areas categorized as control or lockdown.

Affected municipalities are encouraged to direct businesses to the following webpage for further information on how to apply for this support: www.Ontario.ca/covidsupport

Education Property Tax Deferrals

Many municipalities provided deferrals of property tax payments in response to the COVID-19 pandemic. To date, 75 per cent of municipalities representing 98 per cent of all municipal property tax levied in the province implemented property tax deferrals. To support and encourage these actions, the Province deferred the property tax payments that municipalities make to school boards by 90 days.

This deferral applied to the June 30 quarterly municipal remittance of education property taxes to school boards, as well as the September 30 quarterly municipal remittance deadline. The last installment, which is the balance for the current calendar year, remains due by December 15. As a result, there will be two payments due in December 2020.

We will continue to work closely in partnership with municipalities to ensure stability for Ontario's property tax system.

If you have any questions related to the property tax decisions noted above, please contact Chris Broughton, Director of the Property Tax Policy Branch at Chris.Broughton@ontario.ca or 416-455-6307.

Sincerely,

Original signed by

Allan Doheny
Assistant Deputy Minister

c: Jonathan Lebi, Assistant Deputy Minister, Ministry of Municipal Affairs and Housing



November 18, 2020

Office of the Chief Administrative Officer
Office of the Commissioner of Planning/Commissioner of Public Works
Director's Office – Planning/Public Works Department

**Re: Ontario Rebuilding and Recovery Act: Accelerating Infrastructure Initiatives
Municipal Engagement**

Dear Municipal Partners,

As you may be aware, on October 22, 2020, the Province introduced the Ontario Rebuilding and Recovery Act, 2020: Accelerating Infrastructure Projects – a package of legislative measures, policy changes, and communication opportunities that would accelerate the delivery of major public (infrastructure) projects. The details of the announcement can be found [here](#).

As part of the Ontario Rebuilding and Recovery initiative, the Ministry of Municipal Affairs and Housing is working together with the Ministry of Transportation, Ministry of Infrastructure and other partner ministries to consult with municipalities to better understand the challenges and barriers they are facing in delivering local linear infrastructure projects. We will also explore what new authorities municipalities may need to accelerate the delivery of these projects, considering the accelerating measures recently included in the *Building Transit Faster Act*, the *COVID-19 Economic Recovery Act, 2020*, the proposed Ontario Rebuilding and Recovery legislative package, and other potential authorities and tools.

The anticipated outcomes of the proposed municipal consultation for accelerated delivery of municipal infrastructure projects include, but are not limited to:

1. Improving our understanding of the challenges and barriers to expediting municipal infrastructure delivery;
2. Determining whether the authorities in the *Building Transit Faster Act, 2020* (BTFA) could offer potential solutions if made available to municipalities;
3. Exploring potential additional accelerating authorities that may be of benefit to municipalities;
4. Considering how municipal infrastructure projects could be designated by the province as priorities to support economic recovery.

Additional background material on the overview of the BTFA authorities (see Appendix C) are attached for your reference.

As part of these municipal consultations, my ministry together with partner ministries, is requesting written input from our municipal partners across the province. For your reference, we have attached a copy of the discussion questions and parameters for discussion to guide your submission (see Appendix A and B). We are also reaching out through other municipal forums such as Association of Municipalities of Ontario (AMO-MOU), Toronto-Ontario Cooperation and Consultation Agreement (T-OCCA), the Provincial-Municipal Technical Working Group, Regional Planning Commissioners of Ontario (RPCO) Regional Public Works Commissioners of Ontario (RPWCO) and the Municipal Engineers Association (MEA).

Your invaluable insight and perspectives will help inform any recommendations we will make going forward. We want to hear from you regarding on-the-ground challenges municipalities like yours may be experiencing, and any suggestions you may have that offer potential solutions to help expedite priority local infrastructure projects. Informed by these consultations, my ministry, working with partner ministries, plan to develop proposals to bring forward for Spring 2021.

We have prepared an online survey, available [here](#), with some discussion questions to gather your feedback and perspectives. If you prefer to provide us with a written submission, we encourage you to submit your input to PlanningConsultation@Ontario.ca by December 18, 2020. In the meantime, if you have any questions, please feel to contact Sean Fraser, Director or the Provincial Planning Policy Branch, at Sean.Fraser@Ontario.ca.

Once again, please accept our sincere thanks for your support and we look forward to engaging with you on this important government initiative.

Yours truly,

A handwritten signature in black ink, appearing to read "K. Manson-Smith".

Kate Manson-Smith
Deputy Minister
Ministry of Municipal Affairs and Housing

Cc: Jonathan Lebi, ADM, Local Government and Planning Policy
Sean Fraser, A/Director Provincial Planning Policy Branch

Appendix A: Questions for Discussion, *Ontario Rebuilding and Recovery Act: Municipal Consultations*

Part 1. Problem Identification

- Q1: What are the challenges/barriers that your municipality is facing in moving funded and planned priority infrastructure forward?
- Q2: Which of these challenges/barriers are best addressed municipally through existing functions?

Part 2. [Building Transit Faster Act, 2020](#) Authorities

- Q3: Can or should the authorities included in the BTFA be made available to support municipal infrastructure?
- Q4: Which authorities should be scoped for municipal application? Are there any limitations to municipal application?
- Q5: Which authorities should/could be used in partnership with the Province?

Part 3. How to Use/Apply Potential New Authorities

- Q6: What types or categories of infrastructure projects should we consider for any new authorities?
- Q7: What key considerations or criteria should be used to assess any proposed new municipal authorities?
- Q8: How might an infrastructure project be identified or designated as being eligible to benefit from the accelerating authorities?
- Q9: What obligations should run with any delegated/granted new authorities (e.g. public consultation)?

Part 4. Other Considerations

- Q10: What other authorities beyond the BTFA would be helpful to meet municipal infrastructure challenges?
- Q11: Can you foresee any challenges or obstacles with potential new authorities for municipalities?
- Q12: With what other parties and/or stakeholders should the province engage on this topic?

Appendix B: Parameters for Discussion, *Ontario Rebuilding and Recovery Act*: Municipal Consultations

The following describes what is in-scope and what is out-of-scope for consideration of accelerating authorities for the delivery of municipal infrastructure projects:

In Scope

- New municipal authorities like the authorities of the BTFA for municipal transportation infrastructure (regional roads, corridors)
- New municipal authorities like the authorities of the BTFA applied to other infrastructure (water, sewer, other linear corridors)
- New authorities that were not included in the BTFA

Out of Scope

- EA modernization is ongoing and is a separate initiative
- Provincial approvals/fast-tracking the land use planning and development approvals (e.g., MZOs) and permitting process– ongoing and involves separate initiatives of a number of different ministries
- Municipal buildings and vertical infrastructure
- Funding, loans and other financial or tax support
- Other aspects of the Ontario Rebuilding and Recovery initiative

Appendix C: Overview of the accelerating authorities provided under the *Building Transit Faster Act, 2020*

The *Building Transit Faster Act, 2020* (BTFA or Bill 171) received Royal Assent on July 8, 2020, and includes several measures designed to address challenges, accelerate timelines, reduce project delivery risk, and enable stronger partnerships in respect of the delivery of four priority transit projects. Many of the Act's provisions are intended as a "back-stop" in their application, with the commitment that the Province would first use a collaborative approach to reach agreements with necessary parties.

These new authorities for accelerating priority transit projects include:

1. Corridor Development Permits

- Require development and construction activities in the transit corridor land to obtain a permit
- Aids in coordinating activities in the corridor and managing timing of construction to reduce impacts to safety, schedule and budget
- Intent is to collaborate with proponents throughout the permit process, allows for the Minister of Transportation to establish a process for proponents to seek a review of permit decisions.
- Includes an escalating enforcement regime to support compliance

2. Ability to Enter Land

- Ability to enter transit corridor lands to conduct preview inspection, obstruction removal and construction danger inspection and elimination work during planning and construction phases, without consent of the property owner
- Limits and obligations include: notice, time of day restrictions, no entry to dwellings, restoration of property, compensation for damages or removals

3. Land Assembly

- Exempt lands from Hearing of Necessity requirements under the *Expropriations Act* for land that is at least partially on the transit corridor land
- Enables the Minister to establish an alternative process for considering comments from landowners about a proposed expropriation and for considering those comments, potentially saving five months from land assembly timelines
- Every effort made to negotiate amicable land purchases before expropriation

4. Utility Company Coordination

- Enhanced process to coordinate utility relocations to support better management of project schedule and costs
- Provides clear process for dispute management, including mechanism to permit the seeking of compensation from utilities when work not completed on time or court order upon failure to comply

5. Municipal Service and Right-of-Way-Access

- Ability of the Minister of Transportation to issue an order outlining conditions for the use or modification of municipal assets where negotiations are unsuccessful
- Provides certainty that transit works can proceed where a negotiated agreement not reached
- Intent to work collaboratively with municipalities and only used as a last measure



UPDATE

November 19, 2020

Funding and Resources for Improved Connectivity Reminder – Universal Broadband Fund and Improving Connectivity for Ontario

Improving connectivity is one of ROMA's main objectives this year as members like you have told us how important better internet and cellular access is for the health, safety and prosperity of residents and communities.

In addition to the new member resources on connectivity, the [Municipal Primer](#) and [Municipal Roadmap](#), ROMA is taking this opportunity to remind members about the recent launch of the federal government's much anticipated Federal [Universal Broadband Fund](#) (UBF). The UBF will provide \$1.75 billion to support projects which increase internet and cellular connectivity for Canadians, including a \$150 million Rapid Response Stream for projects which can be completed quickly. ROMA encourages members to review the UBF materials, sign up for a [webinar](#) and apply for funding.

The UBF is in addition to Ontario's [Improving Connectivity for Ontario](#) (ICON) program which was [recently doubled](#) to \$300 million.

***DISCLAIMER:** Any documents attached are final versions. ROMA assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.



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before printing this.

Rural Ontario Association (ROMA)
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

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JOINT BOARD OF MANAGEMENT

Wednesday, October 21, 2020

9:00 AM

Virtually in Zoom

MINUTES

Members Present: Mayor MacDonald (Chair); Deputy Mayor Verbeke, Councillors Dunn, Hammond, Tiessen - Leamington
Mayor Nelson Santos (Vice-Chair); Deputy Mayor Queen, Councillors DeYong, Neufeld, Patterson - Kingsville
Councillor VanderDoelen - Essex
Councillor Walstedt - Lakeshore

Members Absent: Councillor Jacobs - Leamington

Staff Present: Andy Graf, Kevin Girard - Essex
John Norton, Andrew Plancke, Shaun Martinho, and Ryan McLeod - Kingsville
Albert Dionne - Lakeshore
Shannon Belleau - Leamington

OCWA Staff Present: Dale Dillen
Ken Penney

Call to Order: 9:04 am

Disclosures of Pecuniary Interest: none

Adoption of Board Minutes:

No. UW-45-20

Moved by: Councillor Walstedt

Seconded by: Councillor Dunn

That Minutes of the UWSS Joint Board of Management meeting of September 16, 2020 be received.

Carried

Business Arising Out of the Minutes:

There was none.

Report UW/22/20 dated, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to July 26, 2020

The Manager reviews his report with board members. As per usual ongoing maintenance is being conducted by OCWA Operations Staff. The south pond behind the Water Treatment Plant (WTP) had its solids removed and is now back in service. The Manager explains that the North pond is now out of service as it is full of solids, he is hoping that the residuals can de-water so they can be removed by the end of the year, if not Spring of 2021.

The Manager updates the Board members on the SCADA project, noting that the project is now moving along very well, with anticipation that the project will be completed by the end of November 2020. He further explains that the filters are almost completed, the remote sites have been completed and the Low Lift should be completed by the end of October.

The security system installation for the UWSS facilities is still ongoing, with the WTP facility completed. Empire Communications is working on the remote sites now and expected completion date is the end of November.

As previously mentioned the parking lot expansion project is still ongoing. Working with Peralta Engineering the Manager has been informed that the project is still expected to be completed by the end of 2020. Peralta has drafted the easement necessary and the surveyor has been retained. This project will allow for more parking at the WTP.

The Manager reminds members of the Board of the Dissolved Air Flotation (DAF) project. He notes that Associated Engineering (AE) is working on the proposal for retrofitting Clarifier #2. He has just received the proposal and AE will begin working on the Tender package, which should be completed by December 2021, with construction taking place in the Spring of 2021. He explains that shop drawings will be completed over the Winter months. He is hoping that the new DAF system is operational by early summer of 2021, which will allow more water to be pushed through the WTP.

The Leamington Water Tower (LWT) automation isolation valve has been installed. It appears to be working well. This will allow the LWT and the Albuna Water Tower (AWT) to work in conjunction more efficiently.

Fencing has been installed and the WTP property at Road 2. This area was wide open and residents were using it for four wheelers and dumping brush. For liability reasons he felt that this area should be fenced off.

One item that was not mentioned within the Operations Report is that the new lab construction has started during the last week. This project will move the lab to the back of the WTP facility and allow for more office space.

The Manager again notes that the flows are up quite a bit over last year and over the last four (4) year average. This year is on track to be the third highest year since recording began. The increased flows have also increased budget expectations, he predicts that the extra output of water will increase revenues by approximately \$1 million.

Councillor Neufeld notes that 2005, 2007 and 2020 all had similar growing seasons, with weather being a major factor. The Manager concurs but also notes that the increase in water demand could come from COVID19 restrictions and more people at home watering lawns, using their pools, laundry etc. as well as the increase in greenhouse facilities being built.

No. UW-46-20

Moved by: Deputy Mayor Queen

Seconded by: Councillor Tiessen

That report UW/23/20 dated October 16, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to October 16, 2020 is received.

Carried (UW/23/20)

Report UW/24/20 dated October 15, 2020 re: Update on UWSS Water Demand, Treatment Capacity, Restructuring and Common Assets

The Manager reminds members of the Board that the Board had requested a comprehensive report at the September 2020 Board meeting regarding updates on water demand, treatment capacity, restructuring and common assets. He notes that his report is quite long, but also that all of these matter do relate to each other.

The Manager highlights that water demand has increased since 2017 by 20% and since 2015 by 30%. He indicates that 2020 may be an anomaly, but there has been a definite increase in water demand in the last five (5) years. He attributes this increase to weather, residential growth, and greenhouse sector growth. He states that over 1500 acres of new greenhouse development or expansion since 2017.

The Manager then explains of the need for capital upgrades in order to keep pace with this growth. Many capital improvements are part of the six (6) year plan. The dissolved air flotation (DAF) project is already in the early stages and he notes the possibility of UV for disinfection. More urgent is the need for a new reservoir. This was originally planned beyond the six (6) year window, but the Manager proposes to bring this forward to address peak summer day water demand concerns. He does indicate that this could potentially cost between \$17 and \$20 million. Funding for such a project would require loans that would have to be secured through municipal partners. He asks the members to ponder how to service such a loan: does UWSS increase the rate to all or does UWSS focus on applying a rate increase to the greenhouse industry?

The Manager then notes that restructuring to a Municipal Services Corporation (MSC) could potentially assist the UWSS with securing its own debt that would not be placed back on the municipal books. He further explains that this process of possibly restructuring has been ongoing for four (4) years and all the paperwork is basically ready and has been forwarded to the municipalities for review.

Common Assets (CA), especially common asset watermain has always been an issue. Therefore, the Manager has had a common asset watermain beneficial use assessment completed by C3 Water. The study shows the benefit to each municipality of each

waterline based on a percentage. He uses the graphs provided within the agenda to provide visual aid.

The Manager then reviews the history of the Masterplans (MP) for the UWSS. Starting back in 2007 and 2008 a MP was created for UWSS when flows were very high. However, shortly after starting the process flows dropped off dramatically, therefore delaying the need for plant expansion. However, with 2015 and years forward the flows have started to increase significantly almost to the point of needing a plant expansion. The Manager reminds the members of the Board that a WTP expansion cannot take place overnight and will take a great deal of planning. Therefore, he is hoping to update the MP.

The Manager reviews the maximum daily demands for 2020, noting that they reached 22 million gallons, and the concern is the peak days. There were a few days in the summer where the UWSS was pushing out 21,000 gallons a minute, whereas the UWSS can really only produce around 19,000 gallons a minute. This means that the reservoirs were being depleted quickly. His concern is that on hot summer days if reservoir depletion lasts too long, then water supply is at risk. This is why UWSS reminded residents through postings on UWSS website, Facebook page and through links on Municipal websites of the water restrictions by-laws that are in place every summer. By restricting non-essential water use such as lawn watering, filling of pools, etc. to evening use there is less strain on the system.

The Manager then explains that the potential of a new reservoir would help manage the water peak demands on the hot summer afternoons. Many other upgrades have already happened at the WTP, which ensures that the system is running more efficiently and able to potentially be re-rated for more water. These items include new air scrubbers in the filters, the new DAF system, and a few other projects. The Manager's goal is to rerate the treatment plant to higher production capacity in the area of 30-31 million gallons per day, once these projects are complete. The MECP would then have to approve this change of potentially 30-32 Million gallons. This rerating would allow time for the UWSS to consider whether there is a need for expansion or not.

The Manager further explains that the need for the new reservoir was always in the plans, but that that water demands have changed so quickly over the last two (2) years that the need to move this project up has been determined. The decision then needs to be made on how to finance such a big project. Does the UWSS use all of the reserves, go to the municipal partners, rate increase or some other method such as development charges or special capital rate? These are things the Board members will need to consider.

The Manager then reviews a potential scenario for funding wherein each municipality would be responsible for funding a capital project based on flows: the approximate breakdowns are as follows: Leamington 50%, Kingsville 40%, Essex 7% and Lakeshore 3%. However, if the Board were to convert to a Municipal Services Corporation (MSC) then the UWSS could potentially go out and seek funding on its own.

One more item that the Manager indicates that the Board needs to consider is how to break down the remaining capacity left at the WTP. The Board needs to consider whether its first come first serve, based on municipal ownership, or industry based. He

needs to consider what is fair. With potentially a new reservoir and re-rating more capacity could become available.

The Manager then moves on to the Restructuring update. He briefly reviews where the UWSS is in the process. He notes that the Joint Board of Management was created by the Province, and not associated with the Municipal Act, but rather the Water and Sewage Transfer Act of 1997. He confirms that presentations have been given to all councils, legal documents have been completed and in provided to the municipalities for review, and it has been determined that there are lenders out there willing to assist UWSS with loans and credit. The last item that needs completion is a meeting with the municipal auditors, to demonstrate that all financial aspects would be separated from the municipalities.

The Manager then briefly reviews the history of Common Assets, the Transfer Order, the previous rates and how the current list of Common Assets (CA) came to be. He notes that it was since his joining the UWSS in 2011 no common asset watermain projects have been completed since that time. After a municipal staff meeting in June 2019 it was determined that the UWSS would have a beneficial use study completed. This has since been completed. The Manager provides the chart to the Board members and notes that this needs to be reviewed with municipal staff. The Manager suggests that a way to put the issue of CA to rest is to use the beneficial use.

The Board has some questions for the Manager. Deputy Mayor Queen thanks Manager for comprehensive report and suggests that it might be beneficial to sit down with their own staff and council to review this lengthy report. Deputy Mayor Verbeke suggest that perhaps if the Board decides to restructure the issue of CA goes away and Mayor MacDonald asks whether the restructuring can occur prior to the reservoir being constructed.

The Manager explains that all documentation for restructuring and incorporation documentation is ready to go, and other documentation would follow, such as the transferring of assets. He does note that the financial side may take a little longer and there would need to be water service agreements between UWSS and the four (4) member municipalities. However, he reminds members of the Board that this potential restructuring is not the same as any electrical corporation, legislation prevents private ownership of municipal water systems from happening.

There are a few questions from Board members regarding the clarification on what the Manager means by a "reservoir". He further explains that he does not mean a water tower, but rather an in the ground reservoir located on the treatment plant property. He confirms that there is plenty of space to have one located behind the plant. Councillor DeYong asks for clarification regarding the allocated use and how much water is allocated for greenhouse use. Mayor Santos notes that looking at water use based on ownership seems reasonable, but also reminds the Manager that this area is not use to water use for cannabis crop production. The Manager is hoping to gather more information regarding that crop. The Chair asks whether greenhouses can use non-potable water, which would delay the need for a reservoir. The Manager notes that greenhouses generally like to use potable clean water but that there are options for other sources of water available to greenhouses. Councillor VanderDoelen asks the Manager whether any other Board, set up like the UWSS, has transitioned over to MSC,

and how that transition went. The Manager notes that no other Board has made a move like this.

No. UW-47-20

Moved by: Deputy Mayor Queen

Seconded by: Councillor Hammond

That report UW/24/20 dated October 15, 2020 re: Update on UWSS Water Demand, Treatment Capacity, Restructuring and Common Assets is received.

Carried (UW/24/20)

Report UW/25/20 dated October 9, 2020 re: UWSS Infrastructure Needs Study and Master Servicing Plan

The Manager notes that this report ties into the previous report. He confirms that it is time to update the servicing Masterplan (MP). Updating the MP is recommended every five (5) years and the last one was completed in 2012/13. At that time the plan had been converted to a conservation plan, however, starting in 2015 flows have been starting to increase.

He assures members that UWSS has been looking at ways to improve the system, while maintaining demand and water quality. He further notes that C3 Water has completed the water modeling updates. He recommends creating a team of C3 Water and Associated Engineering (AE) in order to complete this project. He notes that both companies have experience working with UWSS.

No. UW-48-20

Moved by: Deputy Mayor Verbeke

Seconded by: Deputy Mayor Queen

That the Union Water Supply System Joint Board of Management (UWSS Board) receives this report for information; and

Further, that the Board approves a budget of \$205,000 to be funded from the UWSS Reserves for the completion of the UWSS Infrastructure Needs Study and Master Servicing Plan; and

Further, that the UWSS Board authorizes the UWSS General Manager to undertake a direct negotiation with Associated Engineering (as the lead consultant or the team of Associated Engineering and C3 Water Inc.) for the UWSS Infrastructure Needs Study and Master Servicing Plan.

Carried (UW/25/20)

Report UW/26/20 dated October 6, 2020 re: UWSS-WUC Water Supply Emergency Servicing Study

The Manager reminds Board members of his discussions between UWSS and Windsor Utilities Commission (WUC) WUC regarding potentially servicing each other in the event of an emergency. He notes that there is no redundancy by either utility in the event of an emergency.

He explains that a study would have to be completed of what would be required to supply water from Windsor to the UWSS and vice versa. That study needs to determine what kind of number is required to keep the system going, what kind of infrastructure would be required and what would be best for both utilities. The Manager recommends using a firm that has extensive knowledge of the area and both utilities. He recommends Stantec Consulting, specifically Tony Berardi, for their depth of knowledge and C3 Water Inc., as they just completing UWSS's water model.

The Manager notes that this is a study, which will be lead by UWSS and would be 50% paid for by the WUC.

No. UW-49-20

Moved by: Councillor Tiessen

Seconded by: Councillor Walstedt

That the Union Water Supply Joint Board of Management (UWSS Board) receives this report for information;

And further, that the Board approves a budget of \$140,000 to be funded from the 2020 UWSS Operations Budget for to undertake the UWSS-WUC Water Supply Emergency Servicing Study;

And further, that the UWSS Board authorizes the UWSS General Manager to enter into a funding agreement with the Windsor Utilities Commission/ ENWIN to reflect that the UWSS-WUC Water Supply Emergency Servicing Study will be equally funded between UWSS and WUC;

And further, that the UWSS Board authorizes the UWSS General Manager to undertake a direct negotiation with C3 Water, Inc. for the UWSS-WUC Water Supply Emergency Servicing Study;

Carried (UW26/20)
(one opposed)

Councillor DeYong had to leave the meeting at 11:25 am

Report UW/27/20 dated October 16, 2020 re: Payments from September 16th to October 14th, 2020**No. UW-50-20**

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Neufeld

That report UW/27/20 dated October 16, 2020 re: Payments from September 16th to October 14th, 2020 is received.

Carried (UW/27/20)

New Business:

The Manager notes that the UWSS has received the Town of Kingsville's MECP Inspection Report, however, OCWA Compliance Staff noticed a potential error and are working with MECP to make the correction. The Manager will be bringing this to the next board meeting.

There was also a question regarding the pizza team lunch and the Manager explained that Operations Staff had been working very hard during COVID19 shut down to ensure that the system was running well, while adhering to all new PPE measures. It was a small gesture and it was a socially distanced event.

Adjournment:

No. UW-51-20

Moved by: Councillor Tiessen

Seconded by: Councillor Patterson

That the meeting adjourn at 11:30

Carried

Date of Next Meeting: Tuesday, November 17th, 2020, virtually in zoom.

/kmj

From: Carmelo Lipsi [<mailto:carmelo.lipsi@mpac.ca>]
Sent: Wednesday, November 18, 2020 11:05 AM
To: Auger, Robert <rauger@essex.ca>
Subject: MPAC: 2021 Values and COVID-19

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To: Chief Administrative Officers, Clerks, Treasurers and Tax Administrators

Good morning Robert,

As you know, the Ontario government postponed our 2020 Assessment Update due to COVID-19 and 2021 property values will continue to be based on the current legislated valuation date, January 1, 2016.

This means all property assessments in Ontario must reflect the price a property would have reasonably been expected to sell for on that day.

The Assessment Act requires that MPAC use the January 1, 2016 date to assess all properties. We are unable to adjust 2020 property assessments for 2021 tax year based on the current impacts of COVID-19, significant as they may be.

We are advising property owners that Requests for Reconsideration filed in 2021 that exclusively cite COVID-19 as the reason for review will not result in a change to the property's value. MPAC understands its municipal partners are looking for certainty as they plan their 2021 budgets. That said, we cannot account for how appeals citing COVID-19 may be handled by the Assessment Review Board, so there always remains some risk that our municipal partners should account for in their planning.

It is our commitment during this challenging time to continue to support your municipalities through the processing of new assessment, sharing of best practices and keeping you up to date with news to help you manage your assessment base.

This includes sharing relevant highlights of the Ontario budget released on November 5, 2020, including:

Postponing the Property Tax Reassessment

The budget mentioned the government's decision to postpone the Assessment Update but did not provide a future date for the next reassessment.

Enabling Property Tax Relief for Small Businesses

In response to concerns about the property tax burden on small businesses, the Province plans to provide municipalities with the flexibility to target property tax relief to small businesses.

To ensure appropriate flexibility, the government is proposing an amendment to the Assessment Act that would allow municipalities to define small business eligibility in a way that best meets local needs and priorities.

Reducing Property Taxes for Employers

The Province announced immediate action to reduce high Business Education Tax (BET) rates by \$450 million in 2021. As a result, the BET will be lowered to a rate of 0.88 per cent for both commercial and industrial properties beginning in 2021.

Property Tax Exemptions

The budget proposes amendments to the Assessment Act to apply the existing property tax exemption for Ontario branches of the Royal Canadian Legion, for 2019 and subsequent tax years, to Ontario units of the Army, Navy and Air Force Veterans in Canada.

As we learn more about these announcements, we will aim to update all of you and identify ways to work together.

We know these are challenging times and we are here to answer questions from property owners and support you in every way we can.

Please feel free to share this with your staff as appropriate.

Stay well and safe,

Carmelo Lipsi
Vice President, Valuation & Customer Relations
Chief Operating Officer

mpac.ca

Municipal Property Assessment Corporation
1340 Pickering Parkway, Suite 101 L1V 0C4

Copy MPAC Regional and Account Managers

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44816 Harriston Road, RR 1, Gorrie On N0G 1X0
Tel: 519-335-3208 ext 2 Fax: 519-335-6208
www.howick.ca

November 19, 2020

The Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

By email only minister.omafra@ontario.ca

Dear Mr. Hardeman:

Please be advised that the following resolution was passed at the November 17, 2020 Howick Council meeting:

Moved by Councillor Gibson; Seconded by Deputy Reeve Bowman:

Whereas; installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and

Whereas; the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage projects; all tile loans have 10-year terms and repayments are made annually; and

Whereas; the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and
Whereas; interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years;

Now therefore; be it resolved that Council request the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and that this resolution be forwarded to Ontario Ministry of Agriculture, Food and Rural Affairs; MPP Huron Bruce Lisa Thompson; AMO; Land Improvement Contractors of Ontario and Drainage Superintendents of Ontario Association. Carried.

Resolution No. 276/20

If you require any further information, please contact this office, thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk
Township of Howick

cc MPP Perth Wellington Randy Pettapiece
ROMA



Essex-Windsor Solid Waste Authority

360 Fairview Ave. West, Suite 211 Essex, ON N8M 3G4

ph: 519-776-6441 f: 519-776-6370

tf: 1-800-563-3377 / tty: 1-877-624-4832

email: ask@ewswa.org / web: www.ewswa.org

November 24, 2020

For Immediate Release

New Recycling Collection Contractor For Essex County

The Essex-Windsor Solid Waste Authority is pleased to announce that the City of Windsor is the new Essex County recycling collection contractor - join us in welcoming the City of Windsor to the neighbourhood! The City of Windsor recycle drivers will be driving white recycling trucks – so be on the look-out for their shiny, new rides! The new contract commences on Tuesday, December 1, 2020.

The EWSWA hopes Essex County residents will be understanding and supportive as our new contractor is transitioning into this role. Although nothing has changed in the recycling schedule, residents may experience different collection times with the new contractor. To avoid a missed collection, residents are reminded to **place their recycle boxes out for collection no later than 6 a.m.** on their scheduled collection day. In the event the new contractor is experiencing an extreme delay (i.e. weather, truck issue), the EWSWA will push out notifications via the Recycle Coach App to inform County residents. The Recycle Coach App can be downloaded for free from the App Store (Apple) or Google Play (Android).

The recycling program will remain the same with the No Plastic Bag Ban in effect, so any recycling boxes containing plastic bags will not be collected. “Oops Stickers” will continue to be used (see attached) on County recycling collection boxes/carts to notify the residents of any issues or incorrect material in the recycle boxes. The Oops Stickers will identify any reason for a recycle box being left at the curb “uncollected”.

Please remember that bulky plastic containers like flower pots, EWSWA products (e.g., broken/old recycle boxes/carts, green cone digesters, composters) are not included in the recycling curbside collection program, but they can be dropped off for recycling at the Windsor Public Drop Off Depot at 3560 North Service Road in Windsor. To welcome our new collectors, we ask that you continue to follow the recycling program and be good recyclers!

For any County resident experiencing a recycling collection issue, they can continue to contact the EWSWA via:

Email: ask@ewswa.org

Telephone: 1-800-563-3377

Website: ewswa.org

Note: This change in contractor is for recycling collection only. It does not affect garbage or yard waste in the County.

For More Information Contact:

Cathy Copot-Nepszy

Manager of Waste Diversion
Essex-Windsor Solid Waste Authority
519-776-6441 Ext. 1394
ccnepszy@ewswa.org

Cat Griffin

Communications Specialist
Essex-Windsor Solid Waste Authority
519-776-6441 Ext. 1228
cgriffin@ewswa.org

<div data-bbox="167 806 919 1125"><h1>welcome</h1><h2>TO THE NEIGHBOURHOOD</h2></div> <div data-bbox="167 1178 558 1461"></div> <div data-bbox="568 1228 909 1451"><p>New trucks, new drivers, same recycling program! Join EWSWA by welcoming the City of Windsor as the new Essex County Recycling Collection Contractor!</p></div> <div data-bbox="172 1499 919 1549"><p>Thanks for recycling right!   </p></div>	<div data-bbox="958 779 1461 1003"><h1>oops!</h1></div> <div data-bbox="967 1003 1461 1056"><p>This is to notify you that an issue was found today with your curbside recycling.</p></div> <div data-bbox="976 1056 1461 1430"><ul style="list-style-type: none"><input type="checkbox"/> No Plastic Bags: Do NOT place items in plastic bags.<input type="checkbox"/> High Contamination: Contains too many items NOT accepted in our program.<input type="checkbox"/> Mixed Materials: This box /cart contains mixed materials. Paper products go in the Red Box /cart. Containers go in the Blue Box /cart.<input type="checkbox"/> Bring To Depot: Material needs to be brought to the Drop Off Depot for recycling (i.e. chemical waste/electronics).<input type="checkbox"/> Overfilled: Boxes / Carts (i.e. too heavy).<input type="checkbox"/> Improper Container: Recycling container is not compatible with our recycling program and may not be collected in the future. We cannot accept responsibility for any breakage if you continue to use it.<input type="checkbox"/> Other: _____</div> <div data-bbox="967 1507 1461 1570"><p> Download The Recycle Coach App Essex-Windsor Solid Waste Authority ewswa.org / 1-800-563-3377</p></div>
<p>Decal on new recycling trucks</p>	<p>Oops Sticker</p>



Essex-Windsor Solid Waste Authority

Essex-Windsor Regional Landfill

Quarterly Operations Report

Report Date Range: Q2 - April – June, 2020

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This document is available in other formats upon request.

Essex-Windsor Regional Landfill

Quarterly Operations Report for Q2: April – June, 2020

1 Introduction

The Essex-Windsor Regional Landfill Site is located in part of Lot 14, 15, and 16, Concession 7, in the Town of Essex. The Site is licensed by the Ontario Ministry of Environment under Environmental Compliance Approval No. A011101 (September 28, 1995).

2 Compliance

There were no incidents of non-compliance during the second quarter of 2020.

3 Waste Disposal Operations

3.1 Waste Quantities

The waste quantities disposed of during the second quarter of 2019 and 2020 were as follows:

Table 1A: Waste Quantities and Average Daily Waste for 2019 and 2020

Month	2019 Waste (Tonnes)	2019 Daily Waste (average)	2020 Waste (Tonnes)	2020 Daily Waste (average)
April	27,017.07	1,081	16,996.48	679.9
May	43,607.19	1,677	20,147.80	805.9
June	37,401.31	1,496	23,337.65	897.6
Total	108,025.57		60,481.93	829.32

Table 1B: Waste Vehicles by Month and Daily Average for 2019 and 2020

Month	2019 Waste Vehicles	2019 Vehicles/Day (average)	2020 Waste Vehicles	2020 Vehicles/Day (average)
April	1,738	72	2127	85
May	2,594	100	1434	57

Month	2019 Waste Vehicles	2019 Vehicles/Day (average)	2020 Waste Vehicles	2020 Vehicles/Day (average)
June	2,209	85	1652	64
Total	6,541		5213	69

3.2 Special Waste

The special waste quantities disposed of during the second quarter of 2020 were as follows:

Table 2: Special Waste Loads for 2020

Month	Bleaching Clay Loads
April	9
May	2
June	13

Table 3A: Sewage Sludge Tonnes for 2020

Municipality	April 2020	May 2020	June 2020
Essex	43.56	32.98	30.79
Amherstburg	149.86	126.28	120.68
Leamington	0.00	0.00	0.00
Kingsville	114.79	116.61	145.13
Total Sewage Sludge:	308.21	275.87	296.6

Table 3B: Sewage Sludge Tonnes for 2019

Municipality	April 2019	May 2019	June 2019
Essex	67.46	38.46	0.00
Amherstburg	114.81	114.28	84.93
Leamington	0.00	0.00	0.00
Kingsville	103.88	148.44	123.07
Total Sewage Sludge:	286.15	301.18	208.00

The following loads of Asbestos were disposed of at the Regional Landfill during the second quarter:

April 2020

There were 13 loads of Asbestos during the month of April. WDS brought four loads, two of those were from residences in Windsor, one from Newlands Flowers in Leamington, and one from their yard in Windsor. Coxon Towing brought seven loads, five from Windsor residences, and one from the University of Windsor. Environmental Disposal Service brought two loads, one from a residence in Windsor, and one from R.C White.

May 2020

There was 1 load of Asbestos disposed of in May. WDS brought one load from Ford Canada in Windsor.

June 2020

There was a total of 4 loads disposed of at the Landfill during June. Coxon Towing brought all four loads, one from Belle River Highschool in Lakeshore, one from University of Windsor, and two from Windsor residences.

3.3 Waste Diversion from Refuse

The Scale Clerk, Waste Inspector and the equipment operators are required to question waste haulers about the nature of the wastes being disposed of, and to look for suspicious, unauthorized, or banned materials present in a load. If waste of this type is brought to the site by a licensed commercial hauler the material is not landfilled. It is removed and diverted to either the MHSW area or appropriate onsite storage/collection area.

Table 4: Waste Units Refused April – June 2020

Source of Loads	Material Type	April	May	June
Oak Farms	Tires	4		
Amico Farms	Appliances or Electronics	1		
Restore Construction	Tires		2	
Town of Essex	Tires		1	
Transfer Station 1	Tires		1	1
Transfer Station 1	Appliances or Electronics		1	
Transfer Station 1	Car Battery		1	
Double Diamond	Appliances or Electronics		1	
WDS	Tires	2	2	8
WDS	Fire Extinguisher			1

Essex-Windsor Regional Landfill Quarterly Report, Q2 April–June 2020

Source of Loads	Material Type	April	May	June
WDS	Propane Tank			1
WDS	Appliances or Electronics	1	1	
Total Units Banned:		8	10	11

MHSW = Municipal Hazardous and Special Waste (examples include fluorescent tubes, paint, and propane tanks).

Table 5A: 2020 Waste Stream Analysis by Month

Material Type	April	May	June
Municipally Delivered Refuse	2175.54	2264.68	2356.58
Municipal Clean Up	8.82	4.14	3.93
Recycling Fibre Residual	254.52	344.25	314.81
Pollution Control Grit	148.95	125.16	129.36
Municipal Sewage Sludge	308.21	275.87	296.6
Residentially delivered Refuse	1.04	1.16	6.96
Res. Construction/Demolition	1.89	0	0.91
Residential – Shingles	0	0	0
Charitable Organizations	8.08	9.34	6.58
Contaminated Soil	989.22	20.13	1112.26
Vines-Greenhouse	1978.79	3665.46	2606.5
Greenhouse - Waste	447.34	633.72	508.36
IC&I Delivered Refuse	2209.42	3525.27	5000.63
IC&I Construction/Demolition	339.62	478.46	425.2
IC&I Shingles	0	0	40.79
Asbestos	24.53	0.47	15.02
Transfer Stations	8100.51	8799.69	10513.16
Grand Totals:	16,996.48	20,147.80	23,337.65

Table 5A Notes: Transfer Station refuse includes Windsor Transfer Station 1 and Kingsville Transfer Station 2.

Table 5B: 2020 Waste Stream Analysis by Quarter and Percent

Material Type	Q2 Tonnes	Percent of Total Waste
Municipally Delivered Refuse	6,796.80	11.24%
Municipal Clean Up	16.89	0.03%
Recycling Fibre Residual	913.58	1.51%
Pollution Control Grit	403.47	0.67%
Municipal Sewage Sludge	880.68	1.46%
Residentially delivered Refuse	9.16	0.02%
Res. Construction/Demolition	2.80	0.00%
Residential – Shingles	0.00	0.00%
Charitable Organizations	24.00	0.04%
Contaminated Soil	2,121.61	3.51%
Vines-Greenhouse	8,250.75	13.64%
Greenhouse - Waste	1,589.42	2.63%
IC&I Delivered Refuse	10,735.32	17.75%
IC&I Construction/Demolition	1,243.28	2.06%
IC&I Shingles	40.79	0.07%
Asbestos	40.02	0.07%
Transfer Stations	27,413.36	45.32%
Grand Totals:	60,481.93	100%

Table 5B Notes: Transfer Station refuse includes Windsor Transfer Station 1 and Kingsville Transfer Station 2.

3.4 Compaction

The compaction rate performance criterion is 600 kg/m³. The compaction rates and relation to the performance criteria is as follows:

Table 6: Compaction Results for Second Quarter 2020

Month	Compaction kg/m3	Criteria Percentage
April	635.46	+ 5.9%
May	632.30	+ 5.4%
June	644.06	+ 7.3%

4 Complaints

There were no complaints during the second quarter of 2020.

5 Site Development and Maintenance

5.1 Development of Disposal Areas

Disposal operations were conducted in Cell 3 South.

5.2 Vegetation

Grass cutting was carried out beginning in April and has continued through June.

5.3 Drainage

There was no unscheduled activity during this quarter.

5.4 Roads and Site Maintenance

The water truck and the front end loader were used as required to maintain the roads during the months of April through June.

5.5 Composting Area

There were 293 loads of compost brought in April totalling 1,944.16 tonnes, 305 loads in May totalling 2,687.04 tonnes and 187 loads in June totalling 2,626.09 tonnes.

5.6 Cover Material

The site received the following quantities to use as cover material during this quarter:

Table 7A: 2020 Cover Material Tonnage for Second Quarter

Cover Material Type	April	May	June
Auto Shredder Fluff	1459.01	1581.50	2819.29
Alternate Daily Cover	494.74	464.05	185.73
Total Tonnes:	1,953.75	2,045.55	3,005.02

Table 7B: 2020 Cover Material Loads for Second Quarter

Cover Material Type	April	May	June
Auto Shredder Fluff	40	43	77
Alternate Daily Cover	35	31	13
Total Loads:	75	74	90

5.7 Other Activities

There were no other activities during this quarter.

6 Leachate Management

6.1 Leachate Quantities

There were 13,176.06 tonnes leachate hauled off site in April; 13,690.52 tonnes hauled off site during May and 8,248.55 tonnes during the month of June.

6.2 Leachate System Maintenance

There was no unscheduled system maintenance required during this quarter.

6.3 Leachate Land Application

Both the West Cell Leachate Land Application System (WCLLAS) and the Greenfield Leachate Land Application Systems were prepared for summer application during this quarter.

The West Cell Leachate Land Application System was in full operation on June 9 and started full application on June 10, 2020. It was run for 8 days and a total of 764m³ was applied to the two 1 hectare blocks.

7 Monitoring Programs

7.1 Ground Water and Surface Water Monitoring

There were no storm events during this quarter. Sampling was completed following a precipitation of 30.7mm June 27. Ground water levels were monitored March 30-31, as well as June 15-16, 2020 and the groundwater wells sampling was completed April 1 through 29 and June 17, 2020 by WSP.

7.2 Leachate Monitoring

Leachate level samples were collected on March 31, May 25 and June 18, 2020 by WSP.

7.3 Precipitation Monitoring

The precipitation quantities were as follows:

Table 8: Precipitation Comparison 2019 and 2020

Month	2019 millimetres	2020 millimetres	Percent Change
April	109.6	49.4	-54.9%
May	103.8	63.6	-38.7%
June	66.9	56.8	-15.1%

7.4 Other Monitoring Programs

Pond chemistry was monitored March 31, May 25 and June 18, 2020. Pump Station sampling was taken April 30, 2020; leachate levels were done March 31, 2020; Well samples were taken April 1-29, and June 17, 2020, sediment samples on May 1 and ambient air screening was done on March 31, 2020 by WSP.

Public Relations

There were no public relations events during the second quarter.

Bird Control Program

A propane bird cannon is being used in conjunction with pyro-technics to deter birds as part of The Bird Control System for the Regional Landfill. Due to the location of the active tip face, use of overhead bird wires has not been practical in this area.

Tom Marentette

Manager, Waste Disposal

A handwritten signature in black ink, appearing to read 'Tom Marentette', with a large loop at the end.

Dan Van Horn

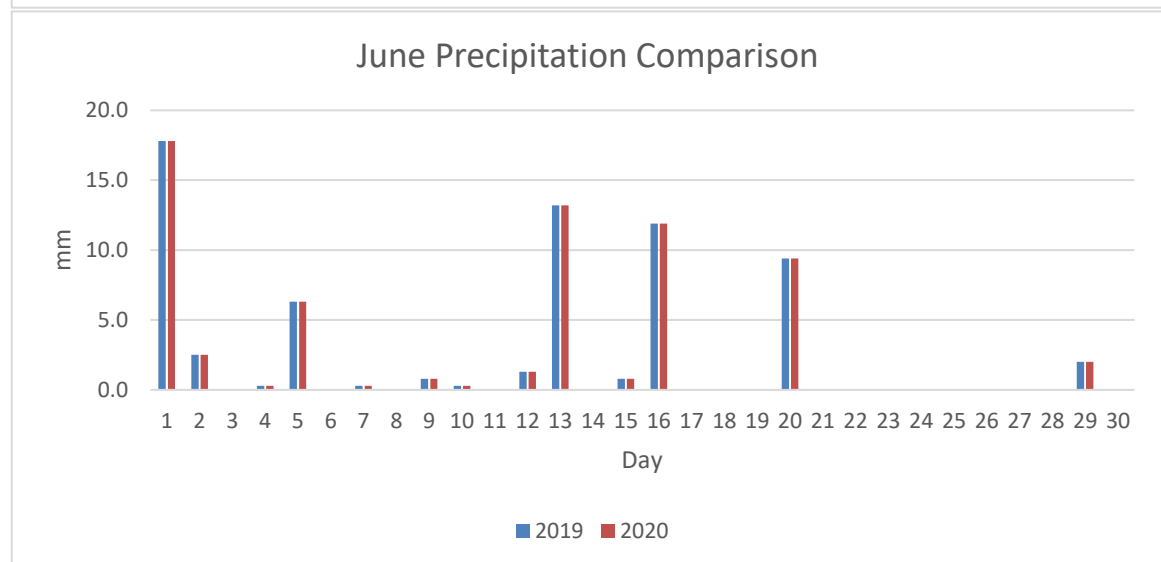
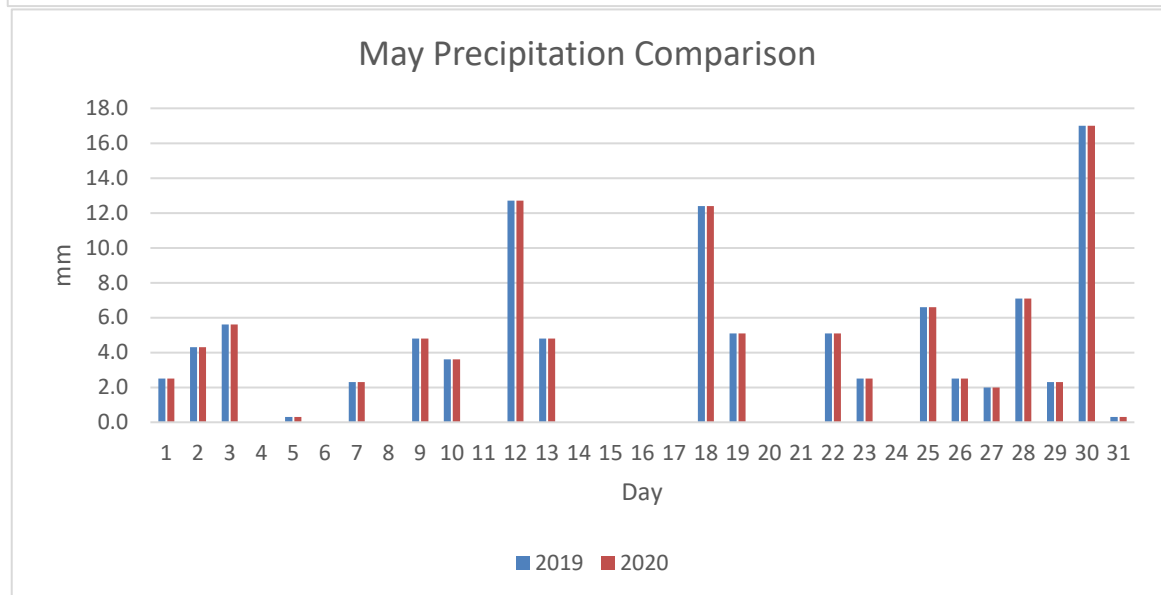
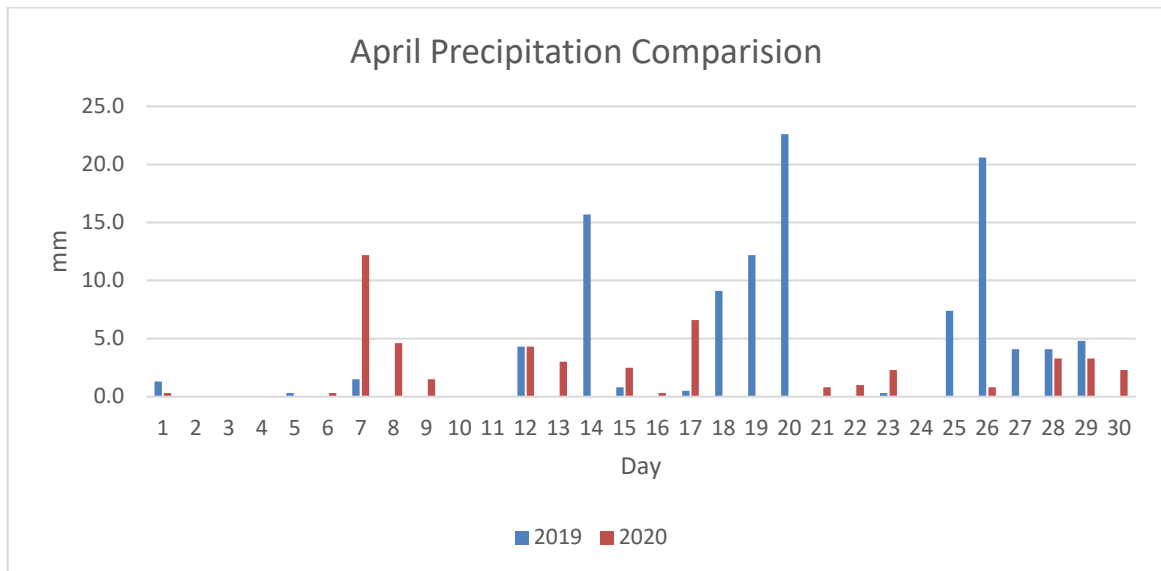
Supervisor, Waste Disposal

A handwritten signature in black ink, appearing to read 'Dan Van Horn', with a long horizontal stroke at the end.

Report prepared by: **Dee Blais**, Administrative Assistant

Appendix A

- Precipitation Monitoring
- Report Distribution



Report Distribution

- Landfill Liaison Committee Chairperson
- WSP Canada, Inc.



Community Services

Legislative Services

November 17, 2020

File #120203

The Honourable Doug Ford, Premier of
Ontario
Room 281, Legislative Building,
Queen's Park
Toronto, ON M7A 1A1

The Honourable David Lametti,
Minister of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th floor
Toronto, ON M7A 2S9

premier@ontario.ca

David.Lametti@parl.gc.ca

Honourable and Dear Sirs:

**Re: City of Hamilton - Request to the Premier and Minister of Attorney General -
Amending the AGCO Process to Consider Radial Separation from other Cannabis
Locations**

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of November 16, 2020 received and supported correspondence from the City of Hamilton dated September 8 2020 requesting the Province to consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.

Attached please find a copy of the City of Hamilton's correspondence dated September 8, 2020.

Thank you for your attention to this matter

Yours very truly,

Carol Schofield, Dipl.M.A.

Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

Fred Elsenberger, Mayor Email: Lisa Kelsey, Legislative Coordinator lisa.kelsey@hamilton.ca

Association of Municipalities of Ontario amo@amo.on.ca

Sam Oosterhoff, MPP, Niagara West sam.oosterhoff@pc.ola.org

Jennie Stevens, MPP, St. Catharines jstevens-QP@ndp.on.ca

Wayne Gates, MPP, Niagara Falls wgates-qp@ndp.on.ca

Jeff Burch, MPP, Niagara Centre jburch-qp@ndp.on.ca

Ontario Municipalities

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca



OFFICE OF THE MAYOR
CITY OF HAMILTON

September 8, 2020

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Honourable Doug Downey
Attorney General
Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto, ON M7A 2S9

Subject: **Amending the AGCO Licensing and Application Process for Cannabis Retail Stores to Consider Radial Separation from Other Cannabis Locations**

Dear Premier & Attorney General,

Hamilton City Council, at its meeting held on August 21, 2020, approved a motion, Item 6.1, which reads as follows:

WHEREAS in late 2019 the Province of Ontario announced that the AGCO had been given regulatory authority to open the market for retail cannabis stores beginning in January 2020, without the need for a lottery;

WHEREAS the AGCO has continued to send Cannabis Retail Store applications to the City of Hamilton for the required 15-day comment period,

WHEREAS the City has reviewed 61 Cannabis Retail Store applications for comment since January 2020;

WHEREAS the AGCO does not take into consideration radial separation for Cannabis Retail Stores.

THEREFORE, BE IT RESOLVED:

RECEIVED

NOV 16 2020

BY COUNCIL

- (a) **That the Mayor contact the Premier of Ontario, Ministry of Attorney General, and local Members of Parliament to ask that the Province consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.**
- (b) **That the request be sent to other municipalities in Ontario, including the Association of Municipalities of Ontario for their endorsement.**
- (c) **That Staff be requested to submit heat maps outlining the location of all proposed AGCO Cannabis Retail Store in the City on all AGCO Cannabis Retail Store applications.**

As per the above, we write to request, on behalf of the City of Hamilton, that the appropriate legislative and regulatory changes be made and implemented to the AGCO licensing and application process to take into consideration radial separation for Cannabis Retail Stores as a condition of approval for a license.

Currently the City of Hamilton has reviewed 61 cannabis retail location applications since January 2020. Approximately 12 of these potential locations are within 50m (or less) of each other.

The City of Hamilton appreciates that the AGCO conducts a background search prior to approving any licenses, however the lack of separation between locations poses a community safety issue, as the over saturation in specific area(s)/wards, can negatively impact the surrounding community with increased traffic flow, and an overall "clustering" of stores within a small dense area.

The City of Hamilton is confident that radial separations from cannabis retail locations will have a significant positive impact on the community and allow for its residents to continue to enjoy a safe and healthy community lifestyle.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Eisenberger', with a stylized flourish at the end.

Fred Eisenberger
Mayor

C: Hon. Donna Skelly, MPP, Flamborough-Glanbrook

Hon. Andrea Horwath, Leader of the Official Opposition, MPP, Hamilton Centre

Hon. Paul Miller, MPP, Hamilton East-Stoney Creek

Hon. Monique Taylor, MPP, Hamilton Mountain

Hon. Sandy Shaw, MPP, Hamilton West-Ancaster-Dundas

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement, de la
Protection de la nature et des Parks

Southwestern Region

Direction régionale du Sud-Ouest

620 – 4510 Rhodes Drive
Windsor ON N8W 5K5

Tel.: 519 948-1464

Fax.: 519 948-2396

TTY: 416 456-1234

620 – 4510, chemin Rhodes
Windsor ON N8W 5K5

Tél. : 519 948-1464

Télec. : 519 948-2396

ATS : 416 456-1234

File# SI-ES-ES-540

November 30, 2020

The Corporation of the Town of Essex
33 Talbot Street
Essex, Ontario
N8M 1A0

Attention: Mr. Chris Nepszy, CAO
cnepszy@essex.ca

Dear Mr. Nepszy:

Re: Essex Drinking Water System – Harrow-Colchester South
Inspection Report

Please find enclosed the Drinking Water System Inspection Report for the announced “focused” inspection that was conducted at the Essex Drinking Water System – Harrow-Colchester South (DWS#210000130) on November 19, 2020.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councillors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in *“Taking Care of Your Drinking Water: A guide for members of municipal council”* found on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice of internal/external risk experts. The Inspection Summary Rating Record (IRR), included as Appendix B of the inspection report, provides the Ministry, the system

owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspectors' Annual Report. If you have any questions or concerns regarding the rating, please contact Marc Bechard, Water Compliance Supervisor, at (519) 490-0761.

Likewise, if you have any questions or concerns regarding this report, please call me at (226) 280-1556.

Yours truly,



Neil Gilbert, P.Eng.
Provincial Officer – Water Inspector
Southwestern Region
Ministry of the Environment, Conservation and Parks
Sarnia District – Windsor Area Office

Encl.

cc: Dr. Wajid Ahmed, Medical Officer of Health, Windsor-Essex County HU, wahmed@wechu.org
Theresa Marentette, CEO and Chief Nursing Officer, Windsor-Essex County HU, tmarentette@wechu.org
Kristy McBeth, Director of Health Protection, Windsor-Essex County HU, kmcbeth@wechu.org
Phil Wong, Manager, Environmental Health, Windsor-Essex County HU, pwong@wechu.org
Victoria Peczulis, Manager, Environmental Health, Windsor-Essex County HU, vpeczulis@wechu.org
Kevin Girard, Director of Infrastructure & Development, Town of Essex, kgirard@essex.ca
Andy Graf, Manager, Environmental Services, Town of Essex, agraf@essex.ca
Karen Burgess, Senior Operations Manager, OCWA, kburgess@ocwa.com
Warren Higgins, Process & Compliance Technician, OCWA, whiggins@ocwa.com
Dave Jubenville, Essex Regional Manager, OCWA, djubenville@ocwa.com
Katie Stammler, Project Manager Source Water Protection, ERCA, kstammler@erca.org
Marc Bechard, Water Compliance Supervisor, MECP Sarnia District, marc.bechard@ontario.ca



Ministry of the Environment, Conservation and Parks

ESSEX DRINKING WATER SYSTEM - HARROW-COLCHESTER SOUTH
Inspection Report

Site Number:	210000130
Inspection Number:	1-O086Z
Date of Inspection:	Nov 19, 2020
Inspected By:	Neil Gilbert

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Appendix A: Stakeholder Appendix

Appendix B: Inspection Rating Record

OWNER INFORMATION:

Company Name:	ESSEX, THE CORPORATION OF THE TOWN OF		
Street Number:	33	Unit Identifier:	
Street Name:	TALBOT St S		
City:	ESSEX		
Province:	ON	Postal Code:	N8M 1A0

CONTACT INFORMATION

Type:	Operating Authority	Name:	Karen Burgess
Phone:	(519) 738-3038	Fax:	(519) 738-3993
Email:	kburgess@ocwa.com		
Title:	Senior Operations Manager, OCWA-Essex Hub		

Type:	Operating Authority	Name:	Andrew Graf
Phone:	(519) 738-6804 x1425	Fax:	(519) 776-7336
Email:	agraf@essex.ca		
Title:	Manager, Environmental Services, Town of Essex		

Type:	Operating Authority	Name:	Warren Higgins
Phone:	(519) 738-3038	Fax:	(519) 738-3993
Email:	whiggins@ocwa.com		
Title:	Process & Compliance Tech, Essex Hub		

INSPECTION DETAILS:

Site Name:	ESSEX DRINKING WATER SYSTEM - HARROW-COLCHESTER SOUTH
Site Address:	405 CLITHEROW Street HARROW ON N0R 1G0
County/District:	ESSEX TOWN
MECP District/Area Office:	Windsor Area Office
Health Unit:	WINDSOR-ESSEX COUNTY HEALTH UNIT
Conservation Authority:	Essex Region Conservation Authority
MNR Office:	
Category:	Large Municipal Residential
Site Number:	210000130
Inspection Type:	Announced
Inspection Number:	1-O086Z
Date of Inspection:	Nov 19, 2020
Date of Previous Inspection:	Jul 03, 2019

COMPONENTS DESCRIPTION

Site (Name):	MOE DWS Mapping	Sub Type:
Type:	DWS Mapping Point	

Site (Name):	RAW WATER
---------------------	-----------

Type: Source **Sub Type:** Surface Water

Comments:

The intake pipeline extends approximately 400 m out from the shore and consists of a rock filled timber crib containing a vertical steel bellmouth opening. The bellmouth is connected to a 750 mm diameter, 381 m long intake pipe that is buried 0.6 m below the bottom of Lake Erie. The bellmouth is surrounded by the timber cribbing and a steel top, forming an approximate 3m square structure that projects over 2 to 3 m above the lake bottom. There is a 38 mm diameter PVC pipe installed inside of the intake pipe to deliver sodium hypochlorite solution from an inlet chamber in the low lift pumping station to a diffuser ring in the bellmouth.

The low lift station consists of two manually cleaned, 3 cm wide bar screens, two screen inlet chambers, one microstrainer (with space available for a second microstrainer), four vertical turbine low lift pumps in one common low lift well and a fiberglass sodium hypochlorite chemical storage tank with feed facilities. UPDATE: The microstrainer was replaced by a traveling screen in June 2020.

A 100 kW standby diesel operated generator with transfer switch provides backup power during outages.

Site (Name): TREATED WATER

Type: Treated Water POE

Sub Type: Treatment Facility

Comments:

Operation and maintenance of the Harrow-Colchester S Water Treatment Plant (WTP) is performed by OCWA.

The water treatment plant consists of the following major components:

- a 300 mm, 548 m long low lift discharge main from the low lift pumping station

Clarification:

- one solids contact upflow clarifier with a volume of 905 m³ and a rated flowrate of 10,227 m³/day
- powdered activated carbon mixing, storage system and chemical feed pump
- coagulant storage system and chemical feed pump
- coagulant aid storage system and chemical feed pump
- a filter-aid storage tank and one chemical feed pump (currently not in use)

Filtration:

- two dual media filters equipped with rotary surface agitators each rated at 5,114 m³/day
- one vertical turbine filter backwash pump

Clearwells/Reservoir:

- two clearwells to collect filter effluent
- a two celled in-ground water storage reservoir

High Lift Pumping:

- three high lift pumps in a two compartment high lift pump wet well
- a 250 kW emergency back-up diesel generator

Chlorination:

- a gas chlorination system with two V notch chlorinators with rotameters

Waste Management:

- two earthen sludge settling/storage ponds with storage capacity of 622 m³ each
- valving to allow supernatant to discharge to a storm sewer then on to Lake Erie

Site (Name): HARROW WATER TOWER

Type: Other

Sub Type: Other

Comments:

A 1,137 m³ steel elevated storage tank, located in the former Town of Harrow, provides storage capacity and maintains pressure in the distribution system. The control valve for the elevated storage tower is located in an on-site buried and locked concrete chamber.

Site (Name): DISTRIBUTION SYSTEM

Type: Other

Sub Type: Other

Comments:

The Essex (Harrow Colchester South) Water Distribution Subsystem receives treated water from the Harrow-Colchester South Water treatment Plant and contains 145 km of water mains ranging in size from 2 in. to 14 in., supplying an approximate population of 10,400 residents. Operation and maintenance of the distribution subsystem is performed by the Town of Essex Water Department.

The Essex (Harrow Colchester South) Water Distribution System has two interconnects to the Union (Essex County) Water Distribution System, three interconnects to the Essex (Union WTP) Water Distribution System and two interconnects to the Amherstburg Water Distribution System, only opened for emergencies.

INSPECTION SUMMARY:

Introduction

- The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water related policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment and distribution components as well as management practices.

This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

This report is based on a "focused" inspection of the system. Although the inspection involved fewer activities than those normally undertaken in a detailed inspection, it contained critical elements required to assess key compliance issues. This system was chosen for a focused inspection because the system's performance met the ministry's criteria, most importantly that there were no deficiencies as identified in O.Reg. 172/03 over the past 3 years. The undertaking of a focused inspection at this drinking water system does not ensure that a similar type of inspection will be conducted at any point in the future.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

This announced "focused" inspection of the Essex Drinking Water System - Harrow-Colchester South (DWS#210000130) was conducted on November 19, 2020. This inspection covers the period of time between July 1, 2019 to September 30, 2020.

Source

- The owner had a harmful algal bloom monitoring plan in place.
Harrow - Colchester South WTP's Operating Procedure (SOP) #OCWA-C3-41 is a procedure used to respond to a blue-green algae bloom.

Capacity Assessment

- There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.**
Schedule C, Condition 2.1 of the Municipal Drinking Water Licence #029-101 requires that continuous flow measurement and recording shall be undertaken for:
2.1.1 The flow rate and daily volume of treated water that flows from the treatment subsystem to the distribution system.
2.1.2 The flow rate and daily volume of water that flows into the treatment subsystem.
The Harrow-Colchester South DWS has magnetic flow meters for both the raw water entering the treatment plant and for treated water flowing from the plant to the distribution system.
- The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.**
Schedule C, Condition 1.1 of the Municipal Drinking Water Licence #029-101 states that the maximum daily volume of treated water that flows from the Harrow-Colchester South Water Treatment Plant to the distribution system shall

Capacity Assessment

not exceed 10,228 m³/day.

During the inspection review period (July 1, 2019 to September 30, 2020) the Harrow-Colchester South WTP did not exceed the maximum rated capacity. Based on records, the average daily volume of treated water conveyed to the distribution system was approximately 3,022m³/day. This is approximately 30% of the rated capacity of the drinking water system. A maximum daily volume of treated water conveyed to the distribution system was 5,567m³/day (54% of the rated capacity) which occurred in July 2020.

Treatment Processes

- **The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.**
- **The owner/operating authority was in compliance with the requirement to prepare Form 2 documents as required by their Drinking Water Works Permit during the inspection period.**

During the inspection review period, "Form 2 - Record of Minor Modifications or Replacements to the Drinking Water System" forms were prepared for the following projects:

- 1) Compressor replacements (dated July 3, 2019),
- 2) Final effluent flow meter replacement (dated June 12, 2020),
- 3) Replaced low lift MCC (dated June 5, 2020),
- 4) Replace high lift MCC (dated June 5, 2020),
- 5) Replacement of all 4 low lift pumps (dated June 5, 2020), and
- 6) Replaced microstrainer with traveling screen (June 5, 2020).

- **Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.**
- **Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.**
- **Where an activity has occurred that could introduce contamination, all parts of the drinking water system were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.**

The system's representatives were made aware that the updated Ontario Watermain Disinfection Procedure was issued on August 1, 2020. The representatives were advised that the municipality is required to modify its watermain repair/commissioning procedures and forms to meet the updated procedure's documentation requirements by the date required in its DWWP.

Treatment Process Monitoring

- **Primary disinfection chlorine monitoring was conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.**
- **Continuous monitoring of each filter effluent line was being performed for turbidity.**
- **The secondary disinfectant residual was measured as required for the distribution system.**

As per O.Reg. 170/03 s 7-2 (3), the owner/operating authority of a system that provides secondary disinfection shall ensure that at least seven distribution samples are taken each week and are tested immediately for, (a) free

Treatment Process Monitoring

chlorine residual, if the system provides chlorination and does not provide chloramination; or (b) combined chlorine residual, if the system provides chloramination.

The following rules apply to the distribution samples referred above unless at least one sample is taken on each day of the week: At least four of the samples must be taken on one day of the week, at least 48 hours after the last sample was taken in the previous week. Then, at least three of the samples must be taken on a second day of the week, at least 48 hours after the last sample was taken on the first day of the sampling week. When more than one sample is taken on the same day of the week then each sample must be taken from a different location.

During the inspection review period (July 1, 2019 to September 30, 2020) at least seven distribution samples were collected each week using the 4/3 rule and tested for free chlorine residuals.

- **Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.**
- **All continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.**
- **Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format.**
- **All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.**

Operations Manuals

- **The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.**
- **The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.**

Condition 16.2 under Schedule B of Essex Drinking Water System's Licence (#029-101) notes that the operations and maintenance manuals shall include (at a minimum) the following:

- 16.2.1 The requirements of this licence and associated procedures;
- 16.2.2 The requirements of the drinking water works permit for the drinking water system;
- 16.2.3 A description of the processes used to achieve primary and secondary disinfection within the drinking water system, including where applicable:
 - a) A copy of the CT calculations that were used as the basis for primary disinfection under worst case operating conditions; and
 - b) The validated operating conditions for UV disinfection equipment, including a copy of the validation certificate;
- 16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;
- 16.2.5 Procedures for the operation and maintenance of monitoring equipment;
- 16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;
- 16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint.

A review of Harrow - Colchester South WTP's Operations Manual suggests that these conditions appear to be satisfied.

Logbooks

- Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.

Security

- The owner had provided security measures to protect components of the drinking water system.

Certification and Training

- The overall responsible operator had been designated for each subsystem.
- Operators-in-charge had been designated for all subsystems which comprised the drinking water system.
- All operators possessed the required certification.
- Only certified operators made adjustments to the treatment equipment.

Water Quality Monitoring

- All microbiological water quality monitoring requirements for distribution samples were being met.**

As per O.Reg. 170/03 s10-2, the owner/operating authority for the system shall ensure that if a system serves 100,000 people or less, at least eight distribution samples, plus one additional sample for every 1,000 served, are taken every month, with at least one sample being taken each week. Each of the distribution samples collected must be tested for E. coli and total coliforms and at least 25 percent of these samples must be tested for general bacteria population expressed as colony counts on a heterotrophic plate count (HPC).

During the inspection review period (July 1, 2019 to September 30, 2020) all microbiological water monitoring requirements for distribution water samples were performed.

- All microbiological water quality monitoring requirements for treated samples were being met.**

As per O.Reg. 170/03 s10-3, the owner/operating authority for the system shall ensure that a water sample (treated) is taken at least once every week and tested for E. coli, total coliforms and general bacteria population expressed as colony counts on a heterotrophic plate count (HPC).

During the inspection review period (July 1, 2019 to September 30, 2020) all microbiological water monitoring requirements for treated water samples were performed.

- All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

As per O.Reg. 170/03 s13-2, the owner/operating authority of a large municipal residential system that obtains water from a raw water supply that is surface water shall ensure that at least one water sample is taken every 12 months and tested for every inorganic parameter set out in Schedule 23.

During the inspection review period (July 1, 2019 to September 30, 2020) this sample was collected on April 8, 2020.

- All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

As per O.Reg. 170/03 s13-4, the owner/operating authority of a large municipal residential system that obtains water from a raw water supply that is surface water shall ensure that at least one water sample is taken every 12 months and tested for every organic parameter set out in Schedule 24.

Water Quality Monitoring

During the inspection review period (July 1, 2019 to September 30, 2020) this sample was collected on April 8, 2020.

- **All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.**

As per O.Reg. 170/03 s13-6.1, the owner/operating authority of a system that provides chlorination or chloramination shall ensure that at least one distribution sample is taken in each calendar quarter, from a point in the distribution system that is likely to have an elevated potential for the formation of haloacetic acids (HAAs), and have the sample tested for HAAs.

On January 1, 2020, the O.Reg. 169/03 standard for HAA (80ug/L) came into effect and is expressed as a RAA, where RAA is defined as "the running annual average of quarterly results" for HAA for a drinking water system. During the inspection review period (July 1, 2019 to September 30, 2020) these HAA quarterly samples were collected on July 1, 2019 (HAA result = 6.5ug/L), October 2, 2019 (HAA result = <5.3ug/L), January 15, 2020 (HAA result = <5.3ug/L), April 8, 2020 (HAA result = 11ug/L) and July 6, 2020 (HAA result = <5.3ug/L). All of these HAA results were below 80ug/L and the average for the inspection review period was 6.7ug/L.

- **All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.**

As per O.Reg. 170/03 s13-6, the owner/operating authority of a system that provides chlorination or chloramination shall ensure that at least one distribution sample is taken in each calendar quarter, from a point in the distribution system that is likely to have an elevated potential for the formation of trihalomethanes (THMs), and have the sample tested for THMs.

During the inspection review period (July 1, 2019 to September 30, 2020) these THM quarterly samples were collected on July 1, 2019 (THM result = 26ug/L), October 2, 2019 (THM result = 22ug/L), January 15, 2020 (THM result = 15 ug/L), April 8, 2020 (THM result = 22ug/L) and July 6, 2020 (THM result = 36ug/L).

The Ontario Drinking Water Quality Standard (ODWQS) for THM is 100 ug/L (expressed as a running annual average of quarterly results). All of the THM results were below 100ug/L and the average for the inspection review period was 24ug/L.

- **All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.**

As per O.Reg. 170/03 s13-7, the owner/operating authority of a system shall ensure that at least one water sample is taken every three months and have the sample tested for nitrate and nitrite.

During the inspection review period (July 1, 2019 to September 30, 2020) these samples were collected on July 1, 2019, October 2, 2019, January 15, 2020, April 8, 2020 and July 6, 2020.

- **All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

As per O.Reg. 170/03 s13-8, the owner/operating authority of a drinking water system shall ensure that at least one water sample is taken every 60 months (+/- 90 days) and tested for sodium.

The operating authority is sampling and testing for sodium annually, which exceeds the testing requirements prescribed by O.Reg. 170/03. The most recent sodium test was on April 8, 2020 (9.01 mg/L) and no concerns were identified.

- **All fluoride water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

As per O.Reg. 170/03 s13-9, the owner/operating authority of a drinking water system shall ensure that at least one water sample is taken every 60 months (+/- 90 days) and tested for fluoride.

The operating authority is sampling and testing for fluoride annually, which exceeds the testing requirements prescribed by O.Reg. 170/03. The most recent fluoride test was on April 8, 2020 (0.09 mg/L) and no concerns were

Water Quality Monitoring

identified.

- **All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.**

Schedule C, Section 4 of Licence #029-101 requires a monthly composite sample of the backwash ponds to be analyzed for total suspended solids.

Sample results for TSS collected during the inspection review period (July 1, 2019 to September 30, 2020) ranged from <2mg/L to 9mg/L. All of these results were below the 25mg/L TSS limit (which is based on an annual average) noted in Table 3 of the Licence. The average TSS result for the inspection review period was 3mg/L.

- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**

Water Quality Assessment

- **Records showed that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**

Reporting & Corrective Actions

- **Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.**

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

Not Applicable

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

Not Applicable

SIGNATURES

Inspected By:

Neil Gilbert

Signature: (Provincial Officer)

Reviewed & Approved By:

Marc Bechard

Signature: (Supervisor)

Review & Approval Date:

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

Stakeholder Appendix

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Ministry if you need assistance or have questions at 1-866-793-2588 or waterforms@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/drinkingwater



PUBLICATION TITLE	PUBLICATION NUMBER
FORMS: Drinking Water System Profile Information Laboratory Services Notification Adverse Test Result Notification	012-2149E 012-2148E 012-4444E
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	Website
Procedure for Disinfection of Drinking Water in Ontario	Website
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	Website
Filtration Processes Technical Bulletin	Website
Ultraviolet Disinfection Technical Bulletin	Website
Guide for Applying for Drinking Water Works Permit Amendments, & License Amendments	Website
Certification Guide for Operators and Water Quality Analysts	Website
Guide to Drinking Water Operator Training Requirements	9802E
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	Website
Drinking Water System Contact List	7128E01
Ontario's Drinking Water Quality Management Standard - Pocket Guide	Website
Watermain Disinfection Procedure	Website
List of Licensed Laboratories	Website

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment. Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le ministère au 1-866-793-2588, ou encore à waterforms@ontario.ca si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site www.ontario.ca/eaupotable

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Renseignements sur le profil du réseau d'eau potable	012-2149F
Avis de demande de services de laboratoire	012-2148F
Avis de résultats d'analyse insatisfaisants et de règlement des problèmes	012-4444F
Prendre soin de votre eau potable - Un guide destiné aux membres des conseils municipaux	Site Web
Marche à suivre pour désinfecter l'eau potable en Ontario	Site Web
Stratégies pour minimiser les trihalométhanes et les acides haloacétiques de sous-produits de désinfection	Site Web
Filtration Processes Technical Bulletin (en anglais seulement)	Site Web
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	Site Web
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable	Site Web
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	Site Web
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802F
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	Site Web
Liste des personnes-ressources du réseau d'eau potable	Site Web
L'eau potable en Ontario - Norme de gestion de la qualité - Guide de poche	Site Web
Procédure de désinfection des conduites principales	Site Web
Laboratoires autorisés	Site Web

Inspection Rating Record

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2020-2021)

DWS Name: ESSEX DRINKING WATER SYSTEM - HARROW-COLCHESTER SOUTH
DWS Number: 210000130
DWS Owner: Essex, The Corporation Of The Town Of
Municipal Location: Essex Town

Regulation: O.REG 170/03
Category: Large Municipal Residential System
Type Of Inspection: Focused
Inspection Date: November 19, 2020
Ministry Office: Windsor Area Office

Maximum Question Rating: 461

Inspection Module	Non-Compliance Rating
Capacity Assessment	0 / 30
Treatment Processes	0 / 81
Operations Manuals	0 / 28
Logbooks	0 / 14
Certification and Training	0 / 42
Water Quality Monitoring	0 / 112
Reporting & Corrective Actions	0 / 21
Treatment Process Monitoring	0 / 133
TOTAL	0 / 461

Inspection Risk Rating	0.00%
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FINAL INSPECTION RATING:	100.00%
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Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2020-2021)

DWS Name: ESSEX DRINKING WATER SYSTEM - HARROW-COLCHESTER SOUTH
DWS Number: 210000130
DWS Owner: Essex, The Corporation Of The Town Of
Municipal Location: Essex Town

Regulation: O.REG 170/03

Category: Large Municipal Residential System

Type Of Inspection: Focused

Inspection Date: November 19, 2020

Ministry Office: Windsor Area Office

Maximum Question Rating: 461

Inspection Risk Rating	0.00%
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FINAL INSPECTION RATING:	100.00%
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From: Kim Dennison [<mailto:kimdennison81@gmail.com>]
Sent: Tuesday, December 1, 2020 10:30 AM
To: CouncilMembers <CouncilMembers@essex.ca>
Subject: Fwd: Concerned Business Owner and Citizen

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

----- Forwarded message -----

From: **Kim Dennison** <kimdennison81@gmail.com>
Date: Tue, Dec 1, 2020 at 10:05 AM
Subject: Concerned Business Owner and Citizen
To: <Christine.elliott@pc.ola.org>, <tnatyshak-co@ndp.on.ca>, <doug.fordco@pc.ola.org>

Greetings,

Hon. Doug Ford, Premier of Ontario

Christine Elliott, Minister of Health & Deputy Premier

Taras Natyshak, MPP

RE: Concerned Business Owner and Citizen

November 26, 2020

I am writing this letter as a small business owner, hoping my words are read with the intention in which they are written. I will be mentioning thoughts, concerns, and some frustrations not only from myself, but also from numerous business owners, clients, and individuals in the community who have expressed what I am now relaying to you.

For the past month, I have been working tirelessly, reaching out to local politicians, lawyers, and seeking counsel from individuals that may offer some sort of logic to government decisions being made. I have reached out to a number of local businesses in the fitness industry as well as business owners in other industries and found we are all trying to sort our way through this ever changing and unprecedented situation.

During the first lockdown, Premier Ford stated that he would be making decisions based on fact, science, and evidence. There is lack of transparency and withholding of important

information rightly due to the public and because of that we are losing faith in decisions made by the authorities that be.

Local 444 Unifor President, David Cassidy sent an email to Dr. Ahmed requesting the **specific** breakdown of data within our region. Dr. Ahmed denied he has access to such information when he stated "All I can tell you *is* that these restrictions for gyms are coming from the province and we don't have any additional local restrictions". Premier Ford, however, is stating the province is relying on information from the medical officer. It has become a cat and mouse game. No one is willing to give a straight answer.

On Monday, November 23, 2020 Dr. Ahmed gave a presentation as to where the COVID transmissions were occurring. The answer: In households via close contacts with a confirmed case. Not at gyms, restaurants and local small businesses. Who is punished for this? The gyms, restaurants and local small businesses suffer. It is extremely concerning that verifiable numbers that state our defense are being ignored. On the contrary, we are being pointed out as the problem.

During the same presentation a number of charts were shown and among them was "COVID-19 in Canada, Table 6". Why is it that the Windsor-Essex area is the one to include footnotes explaining how data has been clustered together in broader categories? Further, fitness facilities are part of the "Other" category. As the footnote states, "Other" groups together outbreaks in settings not listed in the categories above, for example social gatherings, office workplaces, recreational facilities, etc." With restaurants and gyms required to contact trace, the data is available and should be separated for transparency and to *restore trust of the public*.

As an owner of the Onyx Fitness Solutions gym in Essex, I can speak on the part of fitness facilities. Real time data that is accessible through the FIC National Coalition (Fitness Industry Council of Canada) reports that since reopening mid-August, there have been over 20,000,000 workouts in Canada. Further, there were over 7,000,000 workouts in Ontario, and Windsor-Essex has had over 250,000 workouts. The transmission rate in all of Canada is only 0.001%" and the transmission rate locally is 0%!

The health and fitness industry IS essential. It is important for the public to know that during the last lockdown, we (and other club owners) were getting messages and phone calls from members on the verge of mental breakdowns. On more than one occasion a call needed to be placed for emergency services. Why is no one talking about this? It is not right, nor realistic to focus solely on getting the numbers to zero. There is a bigger picture and it need not be ignored.

When we have the LCBO open for the sake of mental health, yet we fail to see the proactive benefit of mental health through fitness... we have a problem. Being healthy remains the best way to fight off illness. When we label fitness facilities as non-essential yet know gyms and human movement are an excellent way to promote mental health and combat anxiety (among other things)... we have a problem. When we have commercials selling "happy pills" for "pandemic anxiety" yet ignore now published statistics of illnesses and deaths due to COVID measures... we have a problem.

On another note, there have been many measures put in place for small businesses. The cost to implement these measures continues to climb and the restrictions on how we run our places of business limits the potential revenue. In contrast, retail has zero restrictions being enforced on them - only the measures they decide to take themselves. These same big box retailers have unlimited people flocking to them daily. These same big box retailers just so happen to be lobbying the government and have the means to do so effectively.

Please understand, we are happy to do what we can to keep the public safe. In fact, we are doing exactly that. Our data shows this is true. However, a number of small businesses are now at a point where they have a difficult decision to make. a) follow restrictions and succumb to another potential lockdown which in turn will close many doors for good or b) civil disobedience. While they are not looking to cause trouble or implement the later of the two, without justifiable reasons, some will see no alternative. Businesses have been and continue to reach out in order to come up with reasonable solutions.

I am now directly addressing the Town of Essex staff and council members. We know and appreciate the hard work you've done to try and bring businesses into Essex. We are calling on you now to help those businesses stay in our community, not only for the sake of business, but for their employees, and customers. We want people to continue shopping in their own town. We need you. You have a voice. Please speak for us and seek the truth.

Respectfully,

Kim Dennison

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Auger, Robert

To: Auger, Robert
Subject: FW: MMAH Update: Staffing Changes in MSO-W

Subject: MMAH Update: Staffing Changes in MSO-W

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, I trust this finds you well. I am writing to inform you about changes in municipal portfolios of municipal advisory staff at the Western Municipal Services (MSO-W) of the Ministry of Municipal Affairs and Housing in London.

Effective November 4, 2020, Heather Gushulak will be the Municipal Advisor for all upper- and lower-tiers municipalities in Elgin, Essex and Lambton Counties, Municipality of Chatham-Kent, cities of Windsor and St. Thomas and Township of Pelee.

Heather Gushulak has been with MSO-W as Municipal Advisor since November 2019 and previously provided advisory services to Brant, Dufferin, Haldimand, Norfolk and Wellington counties, and the cities of Guelph and Brantford. Effective November 4th, Heather can be reached at:
Heather.Gushulak@ontario.ca.

I am also taking this opportunity to introduce **Mustufa Ghani** MSO-W's new Senior Municipal Financial Advisor. Mustufa started in this new role in July 2020 after winning the competition for the Senior Municipal Financial Advisor position. Mustufa has over 10 years of experience in financial planning and analysis, policy and research, investment analysis and the development of operating and capital budgets at various Canadian municipalities and within the OPS. He has previously worked at the Ministry of Government and Consumer Services and Ministry of Health, as well as with the City of Toronto and the Regional Municipality of Wood Buffalo (Alberta). He holds a Master of Business Administration (MBA) degree from the Wilfrid Laurier University and Chartered Professional Accountant (CPA) and Chartered Management Accountant (CMA) designations.

Mustafa can be reached at: Mustufa.Ghani2@ontario.ca.

Sincerely,
Saif

Saif Sumbal
Manager, Local Government and Housing
Municipal Services Office-Western
Ministry of Municipal Affairs and Housing
2nd Floor, 659 Exeter Road
London, ON, N6E 1L3
Phone: (519) 873-4028



The Corporation of the Town of Essex

Drainage Board

Consideration of Report Minutes

November 25, 2020, 5:00 pm

Location: <https://www.youtube.com/user/EssexOntario>

The purpose of the meeting is to hold the Court of Revision for:

North rear Road Drain South Side: New Bridge for Grondin

Geographic Township of Colchester North

Project REI2020D010, Town of Essex, County of Essex

This is pursuant to the report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated September 24th, 2020 which was considered and adopted at Consideration Meeting held October 21, 2020 and pursuant to By-Law No. 1964 which received two readings by Council at its regular meeting held November 2, 2020.

This sitting of this Court of Revision was duly appointed by Council on November 2, 2020.

Section 54 (1) of The Drainage Act provides that the decision of the Court of Revision can be appealed to the Drainage Tribunal within twenty-one (21) days from the date of the Court of Revision. The final day for appeal is December 16, 2020. At the first Council meeting after this date the third reading to By-Law No. 1964 will be given.

Present: Felix Weigt-Bienzle, Board Member
Kirk Carter, Board Member
Percy Dufour, Board Member
Lindsay Dean, Drainage Superintendent

Regrets: Dan Boudreau, Chair
Luke Martin, Board Member
Mayor Larry Snively

Also Present: Shelley Brown, Deputy Clerk, Legal and Legislative Services
Kevin Girard, Director, Infrastructure Services
Tanya Tuzlova, Drainage Clerk
Gerard Rood, Professional Engineering, Rood Engineering Inc.

1. Call to Order

The meeting was called to order by the Chair at 5:01 pm.

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

3. Adoption of Published Agenda

3.1 Court of Revision Agenda for November 25, 2020

COR20-11-001

Moved By Felix Weigt-Bienzle, Board Member

Seconded By Percy Dufour, Board Member

That the published agenda for the November 25, 2020 Court of Revision be adopted as presented.

Carried

4. Adoption of Minutes

4.1 Adoption of Minutes for the Crystal Beach Drain

COR20-11-002

Moved By Percy Dufour, Board Member

Seconded By Felix Weigt-Bienzle, Board Member

That the minutes of the Court of Revision held August 12, 2020 for the Crystal Beach Drain, be adopted as circulated.

Carried

5. Appeals from Landowners

The Chair will advise that the purpose of the Court of Revision is to hear appeals regarding the Schedule of Assessment only. The Schedule of Assessment may be altered but the total assessment must remain the same. If one assessment is reduced then another must be increased to balance.

The Deputy Clerk confirmed that no written appeals were received by the Clerk's Office.

6. List of Written Appeals of Assessment Received by the Clerk

6.1 Waiver of Appeal Rights

Waiver of Appeal Rights from applicant, Gerald Grondin, dated October 23, 2020 waiving his rights of appeal to the Court of Revision and the Drainage Tribunal.

7. Engineer to Provide Background on the Drain and the Proposed Project (if required)

7.1 Gerard Rood, Professional Engineer, Rood Engineering Inc.

Mr. Rood advised that he did not receive any appeals or questions from the landowner.

Mr. Rood stated that the report provides for the construction of a new farm access bridge in the North Rear Road Drain South Side and is in accordance with Section 78 of the Drainage Act.

Mr. Rood noted that the proposed works will not be eligible for the agricultural grant since the severance occurred earlier this year caused the need for a new access bridge and not prior to August 2004 as per OMAFRA’s ADIP Policies.

Mr. Rood advised that the incidentals and bridge construction costs will be borne by Mr. Grondin, parcel 520-02300, but future maintenance would be shared between the owner and upstream affected lands and roads. Mr. Rood informed that the estimated cost of the project is \$25,225.00.

Mr. Rood recommended that a new access bridge be constructed as per provided specifications for bridge construction and drawings.

8. Questions from Landowners

There were no questions from landowners.

9. Court of Revision Decision

COR20-11-003
Moved By Percy Dufour, Board Member
Seconded By Felix Weigt-Bienzle, Board Member

That the assessments contained in the report for the North Rear Road Drain South Side (New Bridge for Grondin), Geographic Township of Colchester North, Project REI2020D010, Town of Essex, County of Essex, as prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated September 24, 2020, be confirmed as presented.

Carried

10. Adjournment

COR20-11-004
Moved By Percy Dufour, Board Member
Seconded By Felix Weigt-Bienzle, Board Member

That the meeting be adjourned at 5:06 pm.

Carried

Chair

Recording Secretary



Court of Revision Minutes

Location: Zoom Video Conferencing

Wednesday, August 12, 2020 – 5 PM

The purpose of the meeting is to hold the Court of Revision for:

Crystal Beach Drain: Repair and Improvements of Covered Drains

Geographic Township of Colchester South

Project REI2018D012, Town of Essex, County of Essex

This is pursuant to the report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated April 15th, 2020 which was considered and adopted at Consideration Meetings held May 21 and July 9, 2020 and pursuant to By-Law No.1920 which received two readings by Council at its regular meeting held July 20, 2020.

This sitting of this Court of Revision was duly appointed by Council on July 20, 2020.

Section 54 (1) of The Drainage Act provides that the decision of the Court of Revision can be appealed to the Drainage Tribunal within twenty-one (21) days from the date of the Court of Revision. The final day for appeal is September 2, 2020. At the first Council meeting after this date the third reading to By-Law No. 1920 will be given.

1. Roll Call

Present: Dan Boudreau

Percy Dufour

Luke Martin

Regrets: None

Also Present: Shelley Brown, Deputy Clerk

Norm Nussio, Manager, Operations and Drainage

Lindsay Dean, Drainage Superintendent

Tanya Tuzlova, Operations/Drainage Clerk

Gerard Rood, Professional Engineer, Rood Engineering Inc.

General Public: Frankie Ouimette & Bart Scott, 108 Crystal Beach Road

Ian Wright, 134 Crystal Beach Road

Willie and Barbara Ross, 104 Crystal Beach Road

Eric Campbell and Allison Van Geest, 120 Crystal Beach Road

Jean and John Stewart, 161 Crystal Beach Road

Sharon Lidstone, 153/151 Crystal Beach Road

Eric M. Card, 130 Crystal Beach Road

Carol MacPherson, 105 Crystal Beach Road

The Deputy Clerk confirmed that all notices have been sent in accordance with The Drainage Act.

2. Declarations of Conflict of Interest

None declared.

3. Adoption of Published Agenda

Court of Revision Agenda

Moved by Board Member Martin

Seconded by Board Member Dufour

(COR20-08-001) That the published agenda for the August 12, 2020 Court of Revision be adopted as presented.

4. Adoption of Minutes

Court of Revision for James Shepley Drain Bolger Bridge

Moved by Board Member Dufour

Seconded By Board Member Martin

(COR20-08-002) That the minutes of the Court of Revision for James Shepley Drain Bolger Bridge held on June 24, 2020 be adopted as circulated.

5. Appeals from Landowners

The Chair advised that the purpose of the Court of Revision is to hear appeals regarding the Schedule of assessment only. The Schedule of Assessment may be altered but the total assessment must remain the same. If one assessment is reduced then another must be increased to balance.

6. List of Written Appeals of Assessment Received by the Clerk

Refer to Item 7. Correspondence.

7. Correspondence

Deputy Clerk noted that the appeals were not received 10 days prior to the Court of Revision.

Moved by Board Member Dufour

Seconded By Board Member Martin

(COR20-08-003) That the appeals included in Agenda Item 7 be received as official appeals.

8. Engineer to provide a Background on the Drain and the Proposed Project

Gerard Rood, Professional Engineer, Rood Engineering Inc. advised that he has issued Addendum 1 to the Report to clarify the watershed boundaries between the North and South portions of the drain and separation between two systems.

Mr. Rood informed that he has received the request from Ian Wright to remove the assessment of Special Benefit instead of restoring his driveway to hard surface. Mr. Rood also added that he will prepare the adjustment to the Tender to reflect this change.

Mr. Rood advised that he has received an appeal from Allison Van Geest to remove the assessment of the Value of Special Benefit on the Schedule of Assessment for Crystal Beach Drain South. Mr. Rood explained that the surface will remain gravel and therefore he has recommended the Court of Revision to remove the amount of Special Benefit from the schedule.

Mr. Rood also informed that he has received the updated information about the property line between the properties of Ms. Van Geest and Mr. Pickle. Consequently Mr. Pickles' property would be adjusted to \$595.00 for the Value of Benefit and Ms. Van Geest's property would be adjusted to \$1,201.00 for the Value of Special Benefit. For the South Portion Schedule, the Value of Benefit should be adjusted to \$2,605.00 shown for each to \$1,726.00 for the Pickle parcel and \$3,484.00 for the Van Geest parcel. Mr. Rood also recommended that their Value of Outlet assessments be adjusted so that the Pickle parcel is assessed \$2,112.00 and the Van Geest parcel is assessed \$4,291.00 to reflect the change in lot areas.

9. Questions from Landowners

- a) Frankie Ouimette & Bart Scott, 108 Crystal Beach Road, had no questions.
- b) Ian Wright, 134 Crystal Beach Road, thanked for resolving his request.
- c) Willie and Barbara Ross, 104 Crystal Beach Road, had no questions.
- d) Eric Campbell and Allison Van Geest, 120 Crystal Beach Road, had no questions.
- e) Jean and John Stewart, 161 Crystal Beach Road, had no questions.
- f) Mr. Lidstone, 153/151 Crystal Beach Road, stated that he has a stamped-concrete driveway and asked if he restored it himself at a later date could the Value of Special Benefit be removed.

Mr. Rood advised that the Value of Special Benefit can be removed similar to the Wright and Van Geest properties.

Mr. Lidstone asked by how much his assessment will be adjusted.

Mr. Rood advised that Mr. Lidstone's assessment to be reduced by \$3,450.00.

Mr. Lidstone also asked how the debenture option works.

Lindsay Dean, Drainage Superintendent, advised that the 5 or 10 debenture option is available as per by-law depending on the amount of the total actual assessment.

g) Eric M. Card, 130 Crystal Beach Road, asked what the amount of \$898.00 is for.

Mr. Rood advised that there is a Value of Benefit assessed to the property for the North Portion of the Drain. Mr. Rood explained that this is a cut-off benefit assessment to the south lands because the water from the North portion of the drain is diverted into a separate outlet.

Mr. Card asked if the \$898.00 is a credit to his assessment.

The Chair further explained the definition of the Value of Benefit and added that the \$898.00 is a cost to Mr. Card property and not a credit.

h) Carol MacPherson, 105 Crystal Beach Road, had no questions.

10. Court of Revision Decision

Moved by Board Member Dufour

Seconded by Board Member Martin

(COR20-08-004) That the Schedule of Assessment for the Crystal Beach Drain – South for the following Tax Roll No.'s be amended:

Tax Roll No. 670-27450 be amended to reflect the following changes:

- Hectares owned and affected be changed from 0.070 to 0.939
- Value of benefit be changed from \$2,605 to \$3,484
- Value of outlet be changed from \$3,199 to \$4,291; and

Tax Roll No. 670-27500 be amended to reflect the following changes:

- Hectares owned and affected be changed from 0.070 to 0.047
- Value of benefit be changed from \$2,605 to \$1,726
- Value of outlet be changed from \$3,204 to \$2,112; and

That the Schedule of Assessment for the Crystal Beach Drain – North for the following Tax Roll No.'s be amended:

Tax Roll No. 670-27450 be amended to reflect the following changes:

- Hectares owned and affected be changed from 0.070 to 0.939
- Value of benefit be changed from \$898 to \$1,201

Tax Roll No. 670-27500 be amended to reflect the following changes:

- Hectares owned and affected be changed from 0.070 to 0.047
- Value of benefit be changed from \$898 to \$595; and

That the Value of Special Benefit in the amount of \$2,500 as shown in the assessment schedule on page 19 for Roll Number 670-27450 be removed; and

That the Value of Special Benefit in the amount of \$2,050 as shown in the assessment schedule on page 19 for Roll Number 670-27900 be removed; and

That the Value of Special Benefit in the amount of \$3,450 as shown in the assessment schedule on page 17 for Roll Number 670-29300 be removed.

Moved by Board Member Martin
Seconded by Board Member Dufour

(COR20-08-005) That the assessments contained in the report for the Crystal Beach Drain: Repair and Improvements of Covered Drains, Geographic Township of Colchester South Project REI2018D012, Town of Essex, County of Essex, as prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated April 15th, 2020 and as amended by resolutions adopted at this August 12, 2020 Court of Revision, be confirmed as presented.

11. Adjournment

Moved by Board Member Dufour
Seconded by Board Member Martin

(COR20-08-006) That the meeting be adjourned at 5:28 PM. “Carried”

Chair

Recording Secretary

Date



WAIVER OF APPEAL RIGHTS

This is to certify that the undersigned, Gerald Grondin, is in total agreement and acceptance of the contents within the Municipal Drainage Report REI2020D010 prepared by Rood Engineering Inc. dated September 24, 2020 (including the design drawings), for the North Rear Road Drain South Side, Town of Essex (Formerly Colchester North), and waive all rights of appeal to the Court of Revision, the Drainage Tribunal, and the Drainage Referee, pursuant to the "Drainage Act, R.S.O., 1990", Chapter D.17.

Gerald Grondin

Applicant – Gerald Grondin
Owner of Roll #520-02300

Oct 23 2020

Date Signed

The Corporation of the Town of Essex
Minutes of Regular Committee of Adjustment Meeting
Tuesday October 20th, 2020

A regular meeting of the Town of Essex Committee of Adjustment was held on Tuesday, October 20th, 2020 at 4:00 PM via Virtual Zoom Meeting.

1. Roll Call:

Members Present	Percy Dufour, Chair Brian Gray, Vice Chair Phil Pocock Ray Beneteau Dan Boudreau
Also Present	Corinne Chiasson, Secretary Treasurer /Assistant Planner Rita Jabbour, Manager, Planning Services Sarah Aubin, Planning Assistant, Recording Secretary Lori Chadwick, Director of Development Services Sara Smith, IT Technician
Members of the Public	Jerry Goldberg Fay Hermann James Mathies Paul & Tawnie Scott Edwin Hooker Josh Beaudoin Brad Robitaille Harold Hayes Jr Daryl Hermann

2. Declaration of Conflict of Interest

None

3. Adoption of Published Agenda

3.1 That the published agenda for the October 20th, 2020 meeting of the Committee of Adjustment be adopted as circulated.

Moved by: Dan Boudreau

Seconded by: Brian Gray

(COA-2020-10-66) That the published agenda for October 20th, 2020 be adopted as presented

“Carried”

4. Adoption of Minutes

4.1 That the minutes of the September 15th, 2020 Committee of Adjustment meeting be adopted as circulated.

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(COA-2020-10-67) That the Regular Minutes from the Committee of Adjustment Meeting of September 15th, 2020 be adopted as circulated.

“Carried”

5. Reports / Applications

5.1 Corinne Chiasson, Assistant Planner RE:

Application A-22-20 Michael Reaume (Agent: Brad Robitaille) 15467 County Road 8 (Colchester North, Ward 2)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 15467 County Road 8 in the former Township of Colchester North. The applicants are proposing to construct a +432 square foot carport to the rear of the property. As a result, the required rear yard depth will be reduced to + 11 feet. The minimum required rear yard depth for properties within the A1.1 zoning district is 15 metres (50 Feet). Thus the applicants are seeking a variance of ± 11.8 metres (39 feet).

5.1.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Official Plan Designation: “Agricultural”

Zoning: Agricultural District 1.1 (A1.1) – general agriculture and farm production support activities

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 15467 County Road 8 in the former Township of Colchester North. The applicants are proposing to construct a +432 square foot carport to the rear of the property. As a result, the required rear yard depth will be reduced to + 11 feet and align with the existing south wall of the dwelling. The minimum required rear yard depth for properties within the A1.1 zoning district is 15 metres (50 Feet). Thus the applicants are seeking a variance of ± 11.8 metres (39 feet).

A *rear yard* is defined as a yard extending across the full width of a lot between the rear lot line or the intersection of the side lot lines and the nearest wall of a main building on such lot, under Bylaw 1037. A *rear lot line* is defined as the exterior or interior lot line which is farthest from the front lot line.

Proposal Conformity with Town of Essex Official Plan Policies

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

a) *The general intent of this Plan and the Zoning Bylaw are maintained:*

A single detached dwelling is a permitted main use in the Agricultural District under the Town of Essex Official Plan and Zoning Bylaw, Bylaw 1037. Any use accessory to the main use, such as a carport, is permitted either as a completely separate standalone structure or attached to the main use.

b) *The variance(s) is minor and desirable for the appropriate use of the land;*

The car port will be in line with the existing dwelling. The existing dwelling is setback 11 feet from the rear lot line.

c) *The variance is compatible with the established character of the neighbourhood, traffic and parking patterns:*

The new car port will be located at the rear of the dwelling, and will not be any closer in proximity to any public road, or cause any changes to the existing driveway. The current driveway is a shared driveway with their neighbouring family members who live at 15465 County Road 8. No changes to this configuration is proposed.

d) *The variance deals with circumstances particular to the site and development.*

The owners have identified that the proposed car port is necessary to further aid the owner in accessibility. The car port will be open walled but will shelter a wheelchair ramp from the elements. This will also assist the applicant for ingress and egress from this vehicle sheltered from the elements. The applicant requires this variance because the car port needs to line up and shelter the existing rear entrance to the dwelling.

Public and Agency Comments

Upon circulation of the public notice we did not receive any comment as of October 15th, 2020.

Internal departments were circulated, and we did not receive any objections.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

Actions:

To be determined by the Committee.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by 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 Colchester Townline Drain. The property owner will not require a Permit from the Essex Region Conservation Authority for this specific development.

This letter serves as clearance from Essex Region Conservation Authority for the addition of the carport.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the PPS. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority. The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the Provincial Policy Statement (PPS). Based on our review, we have no objection to the application with respect to natural heritage policies of the PPS.

FINAL RECOMMENDATION

With the review of background information and aerial photographs, ERCA has no concerns in relation to stormwater, natural hazards or natural heritage for this application. Therefore, ERCA has no objection to this application for Minor Variance.

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(CAO-2020-10-68) That application A-22-20 be **granted** the reduction in the rear yard depth from 15m (50 feet) to + 3.4 metre (11 feet) in order to construct a carport

Reasons for Decision: The Application **is** in keeping with the general intent and purpose of the Town of Essex Zoning Bylaw and the prescribed criteria for Minor Variances under subsection 9.8 of the Town of Essex Official Plan:

- a) the general intent of this Plan and the Zoning By-law are maintained;
- b) the variance(s) is minor and desirable for the appropriate use of the land;
- c) the variance is compatible with the established character of the neighbourhood, traffic and parking patterns;
- d) the variance deals with circumstances particular to the site and development

“Carried”

5.2 Corinne Chiasson, Assistant Planner RE:

Application A-23-20 Harold Hayes (Agent: Harold Hayes Jr) 94 Langtry Street (Essex Centre, Ward 1)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located 94 Langtry Street in Essex Centre. The applicants are proposing to construct a ± 990 square feet accessory structure. An accessory structure is limited to 70 square metres (750 square feet) under Town of Essex Zoning Bylaw, Bylaw 1037, in Residential District 2.1. Therefore the applicants are requesting a variance of ± 240 square feet for the proposed accessory structure

5.2.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Official Plan Designation: "Residential"

Zoning: Residential District 1.1 (R1.1) –Low density housing on urban lots

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 94 Langtry Street in Essex Centre. The applicants are proposing to construct a ± 92 square metres (990 square feet) accessory structure. The maximum gross floor area for an accessory structure in Residential District 1.1 (R1.1) is 70 square metres (750 square feet) under Bylaw 1037. **The applicants are therefore requesting a variance of 22 square metres (± 240 square feet) for the proposed accessory structure.**

An *accessory structure* is defined as a completely detached building used for an *accessory use*. An *accessory use* is defined as a use that is customarily incidental, subordinate and exclusively devoted to the main use and is carried on with such main use on the same lot. The applicants require the accessory structure for storage of the following items:

- family vehicles
- yard and garden maintenance equipment
- recreational vehicles
- household/seasonal items

The subject property is occupied by a single detached dwelling (the main use). No accessory structure presently exists on the subject property.

Proposal Conformity with Town of Essex Official Plan Policies

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

- a) The general intent of this Plan and the Zoning Bylaw are maintained:*

The Town of Essex Official Plan permits uses accessory to the main use in areas designated Residential. The Town of Essex Zoning Bylaw, Bylaw 1037, permits the construction of any use accessory to the main use. The accessory structure will not exceed one (1) storey in height and will not be utilized as a dwelling unit or to accommodate a home occupation.

b) The variance(s) is minor and desirable for the appropriate use of the land:

The proposed accessory structure will satisfy all other building regulations prescribed in the R1.1 zoning. Although Bylaw 1037 only permits an accessory structure of no greater than 70 square metres (750 square feet), lots within the R1.1 zoning district may have a combination of accessory buildings of no greater than 92 square metres (1000 square feet).

c) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns:

The variance will not result in any disruptions to traffic or parking patterns. Rear yard drainage will be the responsibility of the owner. The existing driveway will be utilized to access the accessory building.

d) The variance deals with circumstances particular to the site and development:

More storage space is required due to limited storage space in the dwelling. The proposed accessory structure is comparable in size to other accessory structures in the neighbourhood that have also received similar approval through the Committee of Adjustment. One of these structures is located directly opposite the road from the subject property (A-02-19 – 101 Langtry).

Internal and External Agency Comments:

Internal departments were circulated. No comments or objections on the proposal were received.

External agencies were circulated. One (1) comment was received from the Essex Region Conservation Authority (ERCA). They had no objections.

Public Comment

As a result of the giving of public notice, no correspondences were received as of October 15, 2020.

Action:

To be determined by Committee

Comments were received from the public on October 19, 2020 by Daryl Hermann who resides at 105 Westlawn Drive.

I would like to register to speak as a delegate during during the Committee of Adjustment on Tuesday October 20th, 2020 at 4:00PM

I have concerns with the Minor Variance Application File Number: A-23-20 for 94 Langtry Street (Essex Centre, Ward 1)

The "Proposed Building" according to the application submitted shows some concerns that I would like to inform all members of this delegation and advise them to pay specific attention to detail when reviewing this application. Also please take note that this building does not in any way shape or form being used in whole or in part for a dwelling unit. **Thus should NOT be passed on simple merit of the province's plan for Ontario to promote more affordable housing.**

When reviewing the drawing in the application and comparing it to the Essex GIS Mapping tool I have determined the following:

It shows the proposed building has a side and rear yard setback of 4 ft off of the lot line. If you look closely at the drawing it shows that the lot line is right against the neighbours house. Where is the neighbour's house setback on this drawing? It appears that there is no setback at all. Now if you look at the attached photos from the Town of Essex GIS mapping, the building lot property lines do not reflect what is proposed on the print submitted. They actually show that the property lines are completely shifted. Where the owner of 94 Langtry driveway is located is actually more than 6ft on the neighbouring property. There appears to be significant differences between these calculations and **I believe a survey should be done to show the true property lines before building any structure of any type or size.** I did a quick measure with a tape wheel and found that this is true and should be held as a major concern prior to building anything at all on this property.

I also have a concern with the size of the building. The lot is approximately 6,000 sq ft. The existing house is approximately 1,500 sq ft. The proposed structure is 990 sqft. Given the maximum lot coverage for a 50 ft wide lot is 40% this would be a total building envelope of 2,400 sq ft, this would be over the maximum allowance, nonetheless the bi-law only allows for a maximum accessory building size of 750 sq ft.

Another concern with building any accessory building in the location shown on the submitted application is that it shows that the owner's driveway is actually the neighbours property and they would not have access to this large structure in the rear of the yard. This would be a significant issue in accessing this structure for building it, servicing it, and in life safety matters such as fire fighting. What will be the primary use for this large structure? and how will it impact neighbouring properties with the concern for life safety.

Also I have concerns with access for ELK to the hydro poles that run on the property line 4ft away from this structure. How will they be able to service the lines?

How will the water runoff be controlled and managed? There is no rear yard drain on the mentioned property. The neighbour already has a pole barn and this is a concern every time it rains, their yard floods and is constantly damp. This promotes mosquito activity!

Regardless of the above issue, I also have a concern with the continuance of allowing such "Pole Barn" type structures built in the town R1.1 zones. These structures raise several concerns. They are high risk for a completely residential neighborhood. These structures never match any of the existing house facade thus standing out like a sore thumb "Tin Box" and have no curb appeal to promote a growing community that is appealing to new residents. They are out of character in a residential community. They also typically do not comply with property standards, promoting excess storage on the property and promoting commercial activity in a residentially zoned area. The structures are typically constructed of corrugated metal siding and roofs which reflects solar radiation from the sun. They are not long lasting and are a lower valued structure. They are large and typically taller than the allowed 1 storey height of 13 ft. The weather can cause issues; when it rains the water droplets make a loud ting sound that can be heard several properties away however more concerning is when it snows, the snow tends to fall off in large sheets. This can be a concern for the neighbour since the side and rear setbacks are 4 ft and due to the pitch of the roof the snow will all hit a neighbouring property causing property damage. They typically are used to store vehicles or other items. They promote commercial activity. They typically are used as shops and when people are working inside them the sound is loud and exceeds noise by-laws.

Before voting on this matter. I would like you to really put yourselves in the shoes of the affected residents of this town. Picture living on a nice normal street or newly developed subdivision and a structure like this was erected 4ft off your backyard property line exceeding 25 ft wide and 20 ft in the air at the highest point. You're out on your back deck and this is what you have to look at 10-20 feet away. How will this affect your property? living and lifestyle, outdoor value, nature, landscaping, growing a garden that gets no sun, feeling the heat reflect off the steel building, hearing the pinging noise created when it rains, snow falling off the roof destroying your property. These are just a few examples... Better yet how would this impact the resale of your home? Would it devalue because of a neighbour having such a structure? Would a potential buyer step out on your back porch and say "Oh this house was perfect, but now that I see this, No way are we putting in an offer!

I also propose in the future that the town of Essex should possibly investigate if these structures should continue to be erected within R1-1 zoning. I have done some research and found that some municipalities have banned them from their long range plan for growth and development within R1-1 zoning. Some municipalities are regulating esthetics of residential homes and accessory buildings in traditional neighborhoods.

Sincerely,

Daryl A. Hermann, MET
Home Address:
105 Westlawn Drive
Essex, Ontario
N8M 1H9

Personal Contact Info:

[REDACTED]

Email: dharm82@gmail.com

Work Contact Info:

[REDACTED]
[REDACTED]

Email: dharmann@citywindsor.ca

SOURCES

The "Proposed Building" does not comply with ESSEX BY-LAW NO.1037

8.5 Home Occupation, Residential

a) Unless otherwise specifically provided in this by-law, a home occupation is a permitted use in a dwelling unit, in any zoning district, provided that it is conducted in accordance with the following regulations:

- iv) there shall be no external storage of materials, goods or equipment related to the home occupation;
- v) there shall be no generation of perceptible noise, odour, fumes or dust outside the dwelling unit;
- vi) it is conducted entirely within the main dwelling, not in a garage or accessory building;

10.3 Accessory Buildings

e) Unless, otherwise specifically provided, a building accessory to a dwelling shall:

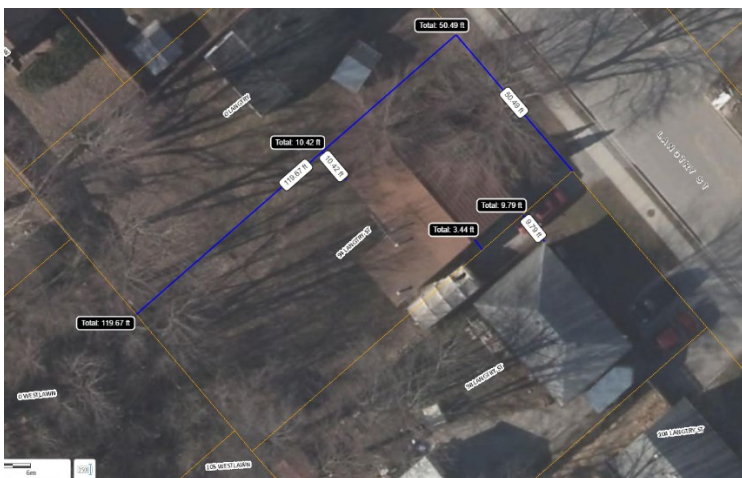
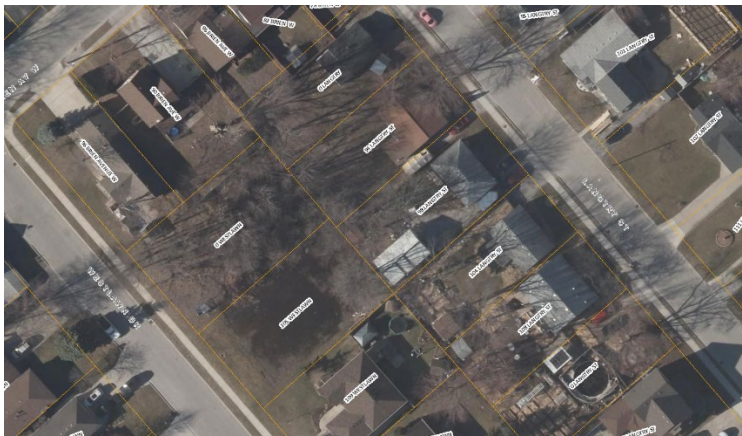
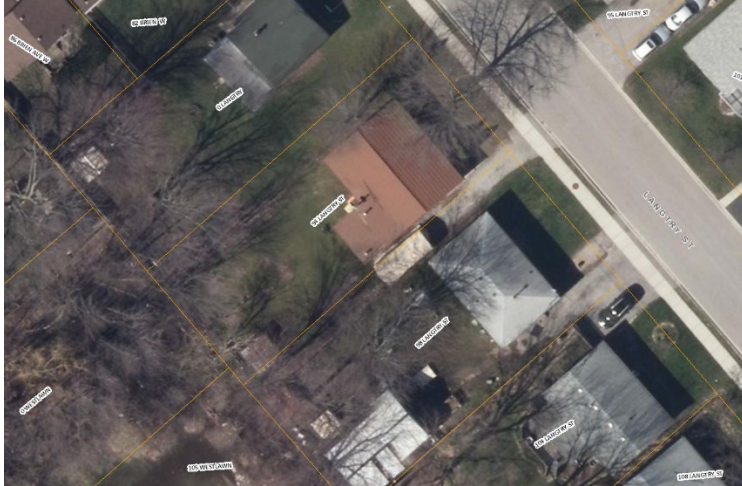
- iv) not have a ceiling height or make provision for a ceiling height of greater than 1.8m (71 inches) within the area enclosed by the roof from the bottom of the eaves to the supporting structure or substructure next above;
- v) and the maximum height of a storey shall be 4m (13ft).

10.4 Special Provisions for Garages and Parking Garages

b) In any Residential District, for a single detached, semi-detached, duplex dwelling or townhome dwelling, the maximum width of an attached garage shall not exceed 60% of the maximum permitted width of the main building on the lot.

ix. No accessory building and combination of accessory buildings shall exceed 70m² (750f²) and 92m² (1000f²) respectively.

Attached are the documents.



Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

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

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the PPS. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority. Based on our review, we have no objection to the application with respect to natural heritage policies of the PPS.

FINAL RECOMMENDATION

With the review of background information and aerial photographs, ERCA has no concerns in relation to stormwater, natural hazards or natural heritage for this application. Therefore, ERCA has no objection to this application for Minor Variance.

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application

Ray Beneteau, asks the applicant if accommodations for drainage and appropriates eaves was considered.

Harold Hayes Jr, Applicant, states that they will retain their water runoff and appropriate eaves will be installed.

Phil Pocock states that there is no alley access to the structure and states that the current laneway is small. He states that there are drainage concerns within the neighbourhood currently.

Dan Boudreau states that he is in agreement, the accessory structure is the same size as the current residence and that the smaller lot will be over powered by the structures.

Percy Dufour, Chair, asks if the applicant can build the accessory structure smaller and closer to the 750 sq ft requirement under zoning by-law 1037.

Corinne Chiasson, advises that the applicant is permitted to place up to a total of 1000 sq ft in accessory structures on the property. 750 sq ft for a main accessory structure and 250 sq ft for a secondary accessory structure.

Harold Hayes Jr, applicant, states that the structure has already been paid for in full to the size stated in the application.

Daryl Hermann, 105 Westlawn Drive, states that exceptions for these types of accessory structures has been made within the neighbourhood however they have caused drainage and water retention issues.

Phil Pocock, states that he is not in agreement of such a large accessory structure due to drainage concerns. He states that he would like to see a condition that the applicants tie into the storm sewer to ensure water is not pooling on the property or neighbouring properties.

Rita Jabbour, Manager of Planning, advises that administration has recommended that tie ins to the storm sewer be removed.

Moved by: Ray Beneteau

(CAO-2020-10-69) That application A-23-20 be **granted** to construct a +990 square foot accessory structure and that the applicant retain its water on the subject property.

“Defeated”

Moved by: Phil Pocock

Seconded by: Dan Boudreau

(CAO-2020-10-70) That application A-23-20 be **denied** to construct a +990 square foot accessory structure

Reasons for Decision: The Application **is not** in keeping with the general intent and purpose of the Town of Essex Zoning Bylaw and the prescribed criteria for Minor Variances under subsection 9.8 of the Town of Essex Official Plan:

- a) the general intent of this Plan and the Zoning By-law are maintained;
- b) the variance(s) is minor and desirable for the appropriate use of the land;
- c) the variance is compatible with the established character of the neighbourhood, traffic and parking patterns;
- d) the variance deals with circumstances particular to the site and development

“Carried”

Corinne Chiasson, Assistant Planner RE:

5.3 Application B-20-20 Richard and Beverly Bonneau (Agent: Jerry Goldberg) 171 Harvey St (Essex Centre, Ward 1)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 171 Harvey Street in Essex Centre. The applicants are proposing to sever a \pm 5100 square foot parcel from the existing \pm 10,200 square foot residential lot for the purposes of lot creation. The retained parcel is proposed to have an area of a + 5100 square foot to accommodate a \pm 6.3 metre (20 foot) reduction in the rear yard depth.

Note: An application for minor variance has also been received for the subject lands (File Number: A-24-20). The public notice for the minor variance application has been included with this notice.

5.3.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Zoning: Residential District 1.1 (R1.1) – Low density on urban lots

An application for consent and minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 171 Harvey Street in Essex Centre. The applicants are proposing to sever a \pm 5100 square foot parcel from the existing \pm 10,200 square foot residential lot for the purposes of creating a new residential lot. As a result, the lot width of both the severed and retained parcels will be reduced to \pm 12.95 metres (42.5 feet) and the minimum required side yard width will be reduced to 9 feet and 8.6 feet for the severed and retained lots, respectively.

The minimum required lot width in Residential District 1.1 (R1.1) under Town of Essex Zoning By-law, By-law 1037, is 15 metres (50 feet). The minimum required side yard width for interior lots within Residential District 1.1 is 3 metres (10 foot) on one side where there is no attached garage or carport, and 1.2 metres (4 feet) on the opposite side.

The applicants are proposing to construct a single family dwelling on the resulting severed and retained lots. A *single detached dwelling* is defined as one (1) dwelling, other than a mobile home, having one (1) dwelling unit, but may also include a second dwelling unit within it. Due to the proposed design of the dwellings, the applicants are requesting a variance to accommodate a reduced side yard width of 9 feet and 8.6 feet for the severed and retained lot respectfully.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) the proposal's consistency with Provincial legislation, policies and guidelines:
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:

The Town of Essex Official Plan encourages infilling within the existing developed areas in areas designated "Residential". Single detached dwellings are permitted uses in areas designated "Residential". Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the application for consent or accompanying application for minor variance. No further comments were received from other public authorities or agencies as of Thursday October 15, 2020.

c) The continuation of an orderly development pattern:

The proposed lot is comparable in size and in configuration to other lots located along Harvey St, and neighbouring adjacent Thomas Street and Albert Street.

d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction:

The proposed lot has access to municipal water, and is serviced by storm and sanitary sewers.

Requirement for Minor Variance

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

a) *The general intent of this Plan and the Zoning Bylaw are maintained:*

Consents for new development parcels are permitted for lands designated "Residential" under the Town of Essex Official Plan;

b) *The variance(s) is minor and desirable for the appropriate use of the land:*

Lot areas in the Residential district vary greatly. There are lots existing in this neighbourhood that are under the 50 foot frontage provision.

c) *The variance is compatible with the established character of the neighbourhood, traffic and parking patterns:*

The Harvey Street neighbourhood contains single family dwellings. The R1.1 zoning category permits 2nd dwelling units to be located within the main dwelling provided that there are no indications externally of the second dwelling. The applicants are proposing one single family dwelling on the retained lot and on the severed lot, each with a second dwelling unit within the structures. One parking space is required for the main dwelling and one for the 2nd dwelling unit. These parking spaces will be accommodated within the driveways. On street parking is available on Harvey St directly in front of the subject property.

The entrance to the structure must be a single shared entrance. A 10 foot side yard is required on one side of the dwelling where there is no attached garage, the applicants are proposing a 9 foot and 8.6 foot side yard instead.

d) The variance deals with circumstances particular to the site and development:

The variance is necessary in order to accommodate the consent application.

Public Comment

As a result of the giving of public notice, we received the following phone calls and written correspondence objecting to the severance, from members of the public as of Thursday, October 16, 2020.

Fay Hermann – 187 Harvey St

Attention: Committee of Adjustment, Town of Essex, Mr. Brian, Dan, Percy and Phil

Please give strong consideration to the tax payer's voices, residing for many years on Harvey Street, strongly opposing severing the already existing one residential lot. File Number A-24-20(B-20-20)

1. There is a shortage of LARGE, affordable homes to accommodate Asian Indians.

Transportation drivers moving from overpriced areas, east of Essex, who accommodate their large family, consisting of grandparents staying together in a loving ONE residential home - their custom OF BEING TOGETHER YET HAVE LARE PRIVAVCY living areas, living a more simpler life with respect of others.

Not excessive noise and additional cars.

2. Dividing this aforementioned property will destroy 4 existing mature trees.

An excellent source of oxygen and nature habitat to the animals.

The government has allocated and has spent in the years 2017 - 2018 of \$1,164.8

million to preserve, maintain, and sustain our environment with planting trees.

Please do not destroy and throw away hard earned taxpayer's money.

3. As Harvey Street is located not far from Sadler's Pond and not far from the former railroad tracks, there are a variety of trees and plants located along the railroad tracks, we have a variety of animals walking down our street, we do not want any disruption of their existing habitats caused by numerous residents and excessive cars travelling and living in a severed lot.

4. Old caving in, existing sewers that have been addressed to council members and past mayors by many living and deceased residents of Harvey Street for a number of years. The repairs have been bandage solutions not resolved.

There has been cave in driveways, a young girl falling down and hurting her ankle from one of the many caved in sewers.

A severed lot will bring it additional people, who knows the number using a compromised, aged system.

5. A severed lot would mean many cars parking on the boulevard, causing excessive noise, Visibility issues, sinking in the sewers to a more destructive situation.

6. Residents of Harvey Street have voiced that the value of their homes will decrease.

Renters, because they have no Interest or assets in the home they rent, can be very destructive with property standards. No cares as to manicuring the lawns, garbage and maintaining the resident.

7. Our homes on Harvey Street are old, historical homes. Allowing this severance, the structure proposed will not be suitable including size and shape for our neighborhood.

The dwellings will not fit with the character of our neighbourhood. The magnitude of the reduction in lot size, in lot area is significant and will result in a set of 2 lots which fail to remain in the character of our old historical homes.

8. There are a number of residents that have built strong, personal rapport with our Harvey Street neighbours over the years, if this severance is passed, in fact 2 residents have said they will sell their homes.

9. The structures, intended to be built will be too close to one another.

Pass history, if neighbours moving in in that close proximity to one another might need constant police presence. Tying up law enforcement for more emergencies.

10. The cost of living is astronomically high. There are many families now searching for a larger home so that they can help split the monthly bills and mortgage payments to accommodate their low wages.

11. A petition has been circulated with over 20 signatures strongly opposing a severance of this property.

I know you can take each point that has been addressed, and turn it around in your favour. However in saying that, please keep in consideration the taxpayers who have lived on Harvey Street for many years.

I know that will be a large income for the lot owner but is money everything.

Thanking you in advance. Sincerely, Fay Hermann

James Mathies (Agent: Dan McCulloch) 181 Harvey St

I, James Mathias, am the home owner of 181 Harvey Street next door east of the applicant's lot at 171 Harvey Street.

I am just now in receipt of the variance notice which was not included in the information that I had previously received.

For this reason I am asking that the hearing of this matter be **DEFERRED** until such time as it can be determined if I was the only one in such a position (highly unlikely) or if others also missed this important information and are under the impression that this is just a simple severance to create 2 lots. The affect of these issues are simply too grievous to just push through without due consideration by all notified parties.

I object to these applications for the following reasons:

1. With respect to the severance I bring to your attention that **there exists many trees** that are fully mature on this lot that would be easily saved if the lot were used for a single family home on the existing 85 foot lot.

The act of severing this lot into two will be the death knell for these trees which form a natural heritage feature in the neighbourhood.

If ERCA has not been made aware of this fact or has not yet provided comments then this is more reason to **DEFER! These trees must be saved!**

2. The variance for two 42.5 foot lot will not be in the character of the neighbourhood. My lot is 65 feet and most lots in the neighbourhood are 50 foot lots with some being larger.

3. The variance of the sideyard widths will reduce the amount of room for vehicle parking with proper allowance for pedestrian bypass and firefighting capability.

4. The architectural style of the homes being presented clearly allows for a triplex dwelling.

Although there is no application before this committee for such a matter it will surely become a triplex in the future by way of future applications with the present application being the **thin edge of the wedge**.

Even a dual occupancy on these lots will require 4 car parking spaces per lot being 8 cars trying to cram into this area.

The roads are not designed for this and have no curbs and gutters for street parking which will lead to spillover onto the front yards.

New intensified development should take place on new roads or roads that have been properly designed with poor planning.

Imagine when this becomes the triplex for which it is clearly designed - up to 12 vehicles or more jockeying for a space on driveways designed for single family use.

5. With respect to a double rental unit, the allowance in today's laws that say that a single family home can be used for rental accommodations for one additional occupancy was not written with the purpose in mind of new home development, rather it was meant to take existing homes and allow them to convert to this use to alleviate housing shortages in metropolitan areas. We are not in dire need in the town of Essex and there is land available for development of multi-family dwellings of proper zoning and parking. This committee should impose conditions such that the use will remain single family if narrower lots and sideyards are going to be allowed.

6. The height of this dwelling is not in the character of this neighbourhood.

Although it may be in compliance with bylaws this committee must pay heed to the disruption of our enjoyment of our property and those of our tenants.

The style, as stated in item 4, will tower over all other homes adjacent and along the street sticking out like a sore thumb and having inhabitants staring down on the yards of ourselves and our neighbours. Fire protection to a virtual 3rd storey with only internal accesses will be a problem.

I am beseeching you to first defer this matter so that all parties can seek out guidance in how to deal with this intensification within our neighbourhood. If you insist on dealing with it then I suggest your motion be to deny both application based upon the saving of the trees alone let alone all of the other items listed herein.

SincereRegards, James Mathies,

Mike Spidilari – 160 Albert (expressed comments via phone call)

- The proposed drawings appear to look like an apartment building and would be uncharacteristic of the neighbourhood
- Concerns that the owners are intending to create 3 dwelling units within the proposed new structures.
- Due to the height, which appears to be 3 storeys (basement is only half in the ground), he has concerns for the privacy of the neighbouring properties, top story looks down over back yards
- Concerns with increased traffic and a need for additional street parking.

In response to the above noted concerns the following information is provided as a recap:

- The applicants are only able to have a maximum of two dwelling units in each main building
- the proponents must provide one onsite parking space for each dwelling unit
- The main building height is restricted to 10 metres (32 feet)
- Building Height is defined as the vertical distance between the grade and the midpoint between the lowest eaves and the highest point of the roof (there is nothing dictating how high you can go beyond this point.
- A basement is defined as a storey *which is partially below grade* where the vertical distance from the grade to the floor is equal to or less than the vertical distance from the grade to the ceiling next above.

Actions:

1. Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;
- f) That, prior to the granting of this consent, the requested variance should be granted by the Committee of Adjustment to accommodate the reduction in minimum frontage distance and the reduction in the side yard lot line area for the severed and retained parcel.
- g) That all of the above conditions be fulfilled on or before October 20, 2021.

Comments were received from the public on October 19, 2020

Tawnie Scott resides at 183 Harvey St.

I am writing you this e-mail in response to file number B-20-20 for property 171 Harvey St. I currently reside at 183 Harvey St and would like to express my objections to allowing the proposed variances for the following reasons;

1. Not only does the proposed size of the buildings does not meet the standards set out by the township, but by building something that size makes the property seem small and squeezed in. All of our single family homes fit the charming neighborhood and look properly proportioned to our lots. A 3 story building would look out of place, oversized, and cast a shadow much of the day on the homes surrounding it.
2. Due to the fact we are all single family homes, we all have a driveway to accommodate our vehicles. There is no proposed parking for this new building. Majority of people have 2 cars per household, with 2 triplexes, that could potentially be another 12 cars parking on our street. This tears up the grass on the boulevard, creates ruts, and reduces visibility for homeowners leaving their driveways. There is simply no safe space to park that amount of vehicles on our street.
3. Adding more families to this block will add more strain on and already strained sewer system. We get flooding on our street with rain as it is, and adding even more to the system that has not been properly but temporarily fixed will cause more issues for the residents.
4. By-law currently stats that a building cannot envelop more the 60% of the total available green space. This building would not be following that by-law.
5. Adding multiple rentals could bring low income families to the area. We have low-income rentals in the Essex co-op and plenty of new building locations that would better suit a triplex rather than breaking the by-laws to squeeze one into a single family home area.
6. We have a lot of children who play on the sidewalks on our street and overcrowding it can cause safety concerns, especially for the amount of people who would be living in the rental with no parking. We are risking our sidewalks being blocked, and our visibility for leaving home being obscured by the amount of vehicles that will be added and risk not seeing children playing.

Thank you for your review of this e-amil and your consideration.

Sincerely,
Tawnie Scott

A petition signed by 32 residents was also received by the Town of Essex on October 19th 2020. The petition states:

We, the undersigned, strongly oppose File Number A-24-20 B-20-20 171 Harvey Street, Essex, Ontario Richard and Beverly Bonneau Application with the Committee of Adjustment to sever the above mentioned parcel of land into two lots. Town of Essex for the following reasons: Mature Trees will be destroyed. Oxygen Loss – Destroy Nature . Additional water into an already compromised sewer / storm water issue on Harvey Street Historical Old Homes. Parking on the boulevard // structure does not fit on lot size! Decreasing the value of our home / property. Excellent rapport neighbours will sell their homes No emergency access to hydro in back of property. 25 Signatures from residents on Harvey St. and 7 signatures from residents on Albert St.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

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

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the PPS. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

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

FINAL RECOMMENDATION

With the review of background information and aerial photographs, ERCA has no concerns in relation to stormwater, natural hazards or natural heritage for this application. Therefore, ERCA has no objection to this application for Minor Variance and Consent.

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application

Fay Hermann, 187 Harvey St., states that the proposed dwellings do not fit within the established neighbourhood. She states the current infrastructure cannot sustain the required services for the proposed dwellings. She states that the area currently has issues with pooling water and flooding and advises that with this development it would cause further more extreme flooding and pooling on the roads and within neighbouring yards.

James Mathies, 181 Harvey St., states that the proposed dwellings appear to be a 3 plex and recommends that the dwellings be amended to a 2 plex with an attached garage as with the current proposal there will be no green space or parking available.

Paul Scott, 183 Harvey St., states that parking on the street is currently limited and with the proposed 3 plex it will be even more. He states that each residence will have a minimum of two vehicles per family. He states that the street and infrastructure beneath cannot sustain the increase in vehicles.

Daryl Hermann, 105 Westlawn Drive, states that there is no side parking and that parking on the shoulder over the infrastructure could cause it to collapse. He states that the revised drawings that were provided at this evenings meeting by the applicant seem to be more appropriate. He states that the application should be deferred so that the revised drawings can be re-circulated.

Jerry Goldberg, Applicants Agent, states that he would be in favor of deferral so that the revised drawings can be re-circulated.

Moved by: Phil Pocock

Seconded by: Dan Boudreau

(CAO-2020-10-71) That application B-20-20 to sever a 5100 square foot parcel from the existing 10,200 square foot residential lot for the purposes of lot creation. The retained parcel is proposed to have an area of a 5100 square feet be **deferred**.

Reasons for Decision: To re-circulate revised drawings

“Carried”

5.4 Corinne Chiasson, Assistant Planner RE:

Application A-24-20 Richard and Beverly Bonneau (Agent: Jerry Goldberg) 171 Harvey St (Essex Centre, Ward 1)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 171 Harvey Street in Essex Centre. The applicants are proposing to sever a \pm 5100 square foot parcel from the existing \pm 10,200 square foot residential lot. As a result, the lot width will be reduced to \pm (42.5 feet). The minimum required lot width in residential District 1.1 (R1.1) under Town of Essex Zoning By-law, By-law 1037, is 15 metres (50 feet). The minimum required side yard width for interior lots within Residential District 1.1 is 3 metres (10 foot) on one side where there is no attached garage or carport. The applicants are also requesting a variance to accommodate a side yard width of 9 feet and 8.6 feet for the severed and retained lot

Note: An application for consent has also been received for the subject lands (File Number: B-20-20). The public notice for the consent application has been included with this notice.

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The proposed lot is comparable in size and in configuration to other lots located along Harvey St, and neighbouring adjacent Thomas Street and Albert Street.

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Lot areas in the Residential district vary greatly. There are lots existing in this neighbourhood that are under the 50 foot frontage provision.

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The Harvey Street neighbourhood contains single family dwellings. The R1.1 zoning category permits 2nd dwelling units to be located within the main dwelling provided that there are no indications externally of the second dwelling. The applicants are proposing one single family dwelling on the retained lot and on the severed lot, each with a second dwelling unit within the structures. One parking space is required for the main dwelling and one for the 2nd dwelling unit. These parking spaces will be accommodated within the driveways. On street parking is available on Harvey St directly in front of the subject property.

The entrance to the structure must be a single shared entrance. A 10 foot side yard is required on one side of the dwelling where there is no attached garage, the applicants are proposing a 9 foot and 8.6 foot side yard instead.

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The variance is necessary in order to accommodate the consent application.

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Pass history, if neighbours moving in in that close proximity to one another might need constant police presence. Tying up law enforcement for more emergencies.

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Although it may be in compliance with bylaws this committee must pay heed to the disruption of our enjoyment of our property and those of our tenants.

The style, as stated in item 4, will tower over all other homes adjacent and along the street sticking out like a sore thumb and having inhabitants staring down on the yards of ourselves and our neighbours.

Fire protection to a virtual 3rd storey with only internal accesses will be a problem.

I am beseeching you to first defer this matter so that all parties can seek out guidance in how to deal with this intensification within our neighbourhood. If you insist on dealing with it then I suggest your motion be to deny both application based upon the saving of the trees alone let alone all of the other items listed herein.

Sincere Regards, James Mathies,

Mike Spidilari – 160 Albert (expressed comments via phone call)

- The proposed drawings appear to look like an apartment building and would be uncharacteristic of the neighbourhood
- Concerns that the owners are intending to create 3 dwelling units within the proposed new structures.
- Due to the height, which appears to be 3 storeys (basement is only half in the ground), he has concerns for the privacy of the neighbouring properties, top story looks down over back yards
- Concerns with increased traffic and a need for additional street parking.

In response to the above noted concerns the following information is provided as a recap:

- The applicants are only able to have a maximum of two dwelling units in each main building
- the proponents must provide one onsite parking space for each dwelling unit
- The main building height is restricted to 10 metres (32 feet)
- Building Height is defined as the vertical distance between the grade and the midpoint between the lowest eaves and the highest point of the roof (there is nothing dictating how high you can go beyond this point.
- A basement is defined as a storey *which is partially below grade* where the vertical distance from the grade to the floor is equal to or less than the vertical distance from the grade to the ceiling next above.

Actions:

1. Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an

Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;

b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;

c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;

d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;

e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;

f) That, prior to the granting of this consent, the requested variance should be granted by the Committee of Adjustment to accommodate the reduction in minimum frontage distance and the reduction in the side yard lot line area for the severed and retained parcel.

g) That all of the above conditions be fulfilled on or before October 20, 2021.

Comments were received from the public on October 19, 2020 by Tawnie Scott who resides at 183 Harvey St.

I am writing you this e-mail in response to file number B-20-20 for property 171 Harvey St. I currently reside at 183 Harvey St and would like to express my objections to allowing the proposed variances for the following reasons;

1. Not only does the proposed size of the buildings does not meet the standards set out by the township, but by building something that size makes the property seem small and squeezed in. All of our single family homes fit the charming neighborhood and look properly proportioned to our lots. A 3 story building would look out of place, oversized, and cast a shadow much of the day on the homes surrounding it.
2. Due to the fact we are all single family homes, we all have a driveway to accommodate our vehicles. There is no proposed parking for this new building. Majority of people have 2 cars per household, with 2 triplexes, that could potentially be another 12 cars parking on our street. This tears up the grass on the boulevard, creates ruts, and reduces visibility for homeowners leaving their driveways. There is simply no safe space to park that amount of vehicles on our street.
3. Adding more families to this block will add more strain on and already strained sewer system. We get flooding on our street with rain as it is, and adding even more to the system that has not been properly but temporarily fixed will cause more issues for the residents.
4. By-law currently stats that a building cannot envelop more the 60% of the total available green space. This building would not be following that by-law.
5. Adding multiple rentals could bring low income families to the area. We have low-income rentals in the Essex co-op and plenty of new building locations that would better suit a triplex rather than breaking the by-laws to squeeze one into a single family home area.

6. We have a lot of children who play on the sidewalks on our street and overcrowding it can cause safety concerns, especially for the amount of people who would be living in the rental with no parking. We are risking our sidewalks being blocked, and our visibility for leaving home being obscured by the amount of vehicles that will be added and risk not seeing children playing.

Thank you for your review of this e-mail and your consideration.

Sincerely,
Tawnie Scott

A petition signed by 32 residents was also received by the Town of Essex on October 19th 2020. The petition states:

We, the undersigned, strongly oppose File Number A-24-20 B-20-20 171 Harvey Street, Essex, Ontario Richard and Beverly Bonneau Application with the Committee of Adjustment to sever the above mentioned parcel of land into two lots. Town of Essex for the following reasons: Mature Trees will be destroyed. Oxygen Loss – Destroy Nature . Additional water into an already compromised sewer / storm water issue on Harvey Street Historical Old Homes. Parking on the boulevard // structure does not fit on lot size! Decreasing the value of our home / property. Excellent rapport neighbours will sell their homes No emergency access to hydro in back of property. 25 Signatures from residents on Harvey St. 7 signatures from residents on Albert St.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

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

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the PPS. The comments in this section do not necessarily represent the

provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

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

FINAL RECOMMENDATION

With the review of background information and aerial photographs, ERCA has no concerns in relation to stormwater, natural hazards or natural heritage for this application. Therefore, ERCA has no objection to this application for Minor Variance and Consent.

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application

Moved by: Ray Beneteau

Seconded by: Dan Boudreau

(CAO-2020-10-72) That application A-24-20 to accommodate a side yard reduction of 9 feet and 8.6 feet on the severed and retained lot and to accommodate a reduction in the minimum lot width provision from 50 feet to 42.5 feet be **deferred**.

Reasons for Decision: To re-circulate revised drawings

“Carried”

5.5 Corinne Chiasson, Assistant Planner RE:

Application B-21-20 Gordon Daniher & Daniher Farms (Agent: Richard Beaudoin) Vacant Land on the East side of Ridge Road (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the former township of Colchester South. The applicants are proposing to sever a \pm 1.4 acre wooded parcel with pond from the existing \pm 47.4 acre agricultural lot. The retained agricultural lot is proposed to have an area of \pm 46 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the lands located directly to the west of known municipally as 1270 Ridge Road

The applicants are also requesting an easement over the existing pond for irrigation purposes.

Note: An application for minor variance has also been received for the subject lands (File Number: A-25-20). The public notice for the minor variance application has been included with this notice

5.5.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Official Plan Designation: “Agricultural”

Zoning: Agricultural District 1.1 (A1.1) – General agriculture and farm production support activities

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the former township of Colchester South. The applicants are proposing to sever a \pm 1.4 acre wooded parcel with pond from the existing \pm 47.4 acre agricultural lot. The retained agricultural lot is proposed to have an area of a \pm 46 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the lands located directly to the west of known municipally as 1270 Ridge Road. The applicants are also requesting an easement over the existing pond for irrigation purposes.

The applicant is proposing this consent for the purpose of a lot addition. The severed parcel is proposed to be merged with the lands located directly to the west of the property known municipally as 1270 Ridge Road. No new buildings are proposed to be constructed on the severed parcel.

An application for minor variance has also been received for the subject lands (File Number: A-25-20).

Proposal Conformity with the PPS and Town of Essex Official Plan Policies

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should have regard to:

a) *the proposal's consistency with Provincial legislation, policies and guidelines:*

The Provincial Policy Statement (PPS) states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons. Legal or technical reasons include minor boundary adjustments which do not result in the creation of a new lot. As a condition of this consent, the applicants will be responsible for submitting evidence that indicates the severed parcel will be consolidated with the property at 1270 Ridge Road.

The minimum lot area required for lots zoned A1.1 under Bylaw 1037 is the lesser of 40 hectares (100 acres) or the existing lot size. As a result of the proposed severance, the lot area for the retained farm parcel will be reduced by 1.4 acres. As such, a variance to accommodate a reduction in lot area for the retained farm parcel is required.

b) *The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:*

Section 6.4 of the Town of Essex Official Plan states that consents should only be granted for lot adjustments or minor boundary changes provided both parcels comply with the provisions of the implementing zoning bylaw or such variances granted through the Committee of Adjustment and the consent is granted in accordance with

section 50(3) of the Planning Act. The applicant has submitted a Minor Variance application to accommodate the reduction in lot area for the retained parcel.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the application for consent or minor variance. No other comments were received from circulated public authorities or agencies;

c) The continuation of an orderly development pattern:

The lot addition is not irregular in shape, and will not take agricultural land out of production as it currently contains a pond and wooded feature. The retained parcel will continue to be used for agricultural purposes. Access to the retained parcel will continue to be by way of an existing access bridge on Ridge Road. The proposed severance will have no adverse impact on access to the retained lot.

d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction:

Water supply, and stormwater management is not required as the proposal will not result in the creation of a new vacant buildable lot.

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

a) The general intent of this Plan and the Zoning Bylaw are maintained:

The main use of the retained farm parcel will remain agricultural.

b) The variance(s) is minor and desirable for the appropriate use of the land:

No agricultural land will be taken out of production as a result of this severance.

c) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns:

Agricultural lot sizes vary greatly in the agricultural district.

d) The variance deals with circumstances particular to the site and development:

The variance is necessary to accommodate an application for consent to facilitate a lot addition.

As a result of the giving of public notice, no written correspondences have been received from members of the public as of Thursday October 15, 2020. Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

No further comments were received from circulated agencies.

Actions:

1. Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the severed parcel be consolidated with the lands owned by Richard Beaudoin, 1270 Ridge Road. In accordance with Subsection 3 of Section 50 of the Planning Act, the applicant shall submit to the Secretary-Treasurer satisfactory evidence that the transferee of the severed portion of the property and the owner of the abutting property are identical, together with an undertaking from the applicant's solicitor to consolidate the severed portion and the abutting into one parcel. Within thirty days of the issuance of the certificate of consent to sever, the applicant shall provide evidence to the Secretary-Treasurer that an application to consolidate parcels has been filed with the Land Registry Office.
- f) That the appropriate documents for the easement be prepared and be suitable for registration. A copy will remain as record with the Town.
- g) That all of the above conditions be fulfilled on or before October 20, 2021.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Minor Variance A-25-20 and Consent B-21-20, B-22-20, B-23-20.

A-25-20: requesting relief from minimum lot area for agricultural land

B-21-20: sever a 1.4 acres wooded parcel with a pond from an existing 47.4 acres agricultural lot, the severed lot will be added to 1270 Ridge Road.

B-22-20: sever 4.2 acres parcel from a 47.4 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the North

B-23-20: sever 0.27 acres from an existing 25 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the South.

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by 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 Dolson Creek. The property owner will be required to obtain a Permit and/or Clearance 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.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

Notwithstanding the above noted references to the PPS policies, we note that the purpose of this application for consent is for a lot addition only, and that there will be no change in land use. In our opinion, we believe that this type of Planning Act application does not meet the definition of development under the PPS, 2020. Based upon this, therefore it is our recommendation to the Municipality that a demonstration of no negative impact is not required.

FINAL RECOMMENDATION

With the review of background data and aerial photography, ERCA does not have any concern related to storm water management, natural heritage and natural hazard for these application for Consents (B-21-20, B-22-20, and B-23-20) and the application for Minor Variance (A-25-20)

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application.

Percy Dufour, Chair states that he has concerns with condition (f) That the appropriate documents for the easement be prepared and be suitable for registration. A copy will remain as record with the Town. He states that the farmer Mr. Daniher does not require an easement to the pond for the type of crops grown on the property.

Edwin C Hooker, Applicant Agent, states that at this time the crops grown do not require the pond, however during a future sale the use of the pond for irrigation could be required.

Moved by: Ray Beneteau

Seconded by: Dan Boudreau

(CAO-2020-10-73) That application B-21-20 be **granted** to sever a + 1.4 acre wooded parcel with pond for the purpose of lot addition. The severed parcel will be merged with the lands located directly to the west, known municipally as 1270 Ridge Road and that condition (f) That the appropriate documents for the easement be prepared and be suitable for registration. A copy will remain as record with the Town be removed from the conditions.

Reasons for Decision: The Application is in keeping with subsections 6.4 of the Town of Essex Official Plan respecting consents and subsection 6.5 Consents in Areas Designated "Agricultural".

Actions:

1. Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the severed parcel be consolidated with the lands owned by Richard Beaudoin, 1270 Ridge Road. In accordance with Subsection 3 of Section 50 of the Planning Act, the applicant shall submit to the Secretary-Treasurer satisfactory evidence that the transferee of the severed portion of the property and the owner of the abutting property are identical, together with an undertaking from the applicant's solicitor to consolidate the severed portion and the abutting into one parcel. Within thirty days of the issuance of the certificate of consent to sever, the applicant shall provide evidence to the Secretary-Treasurer that an application to consolidate parcels has been filed with the Land Registry Office.
- ~~f) That the appropriate documents for the easement be prepared and be suitable for registration. A copy will remain as record with the Town.~~
- g) That all of the above conditions be fulfilled on or before October 20, 2021.

"Carried"

5.6 Corinne Chiasson, Assistant Planner RE:

Application A-25-20 Gordon Daniher & Daniher Farms (Agent: Richard Beaudoin & Edwin Hooker) Vacant Land on the East side of Ridge Road (Colchester South, Ward 3)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the vacant agricultural lands located on the East side of Ridge Road in the former township of Colchester South. As a result of a proposed severance, the lot area for the retained agricultural parcel will be reduced from ± 47.5 acres to ± 41.73 acres, respectively. The minimum lot area for lots within Agricultural District 1.1 (A1.1) is 40 hectares (100 acres) or as existing

Note: Two applications for consent have also been received for the subject lands (File Number: B-21-20 and B-22-20). The public notice for the consent applications have been included with this notice.

5.5.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the vacant agricultural lands located on the East side of Ridge Road in the former township of Colchester South. As a result of a proposed severance, the lot area for the retained agricultural parcel will be reduced from ± 47.5 acres to ± 41.73 acres, respectively. The minimum lot area for lots within Agricultural District 1.1 (A1.1) is 40 hectares (100 acres) or as existing.

This Minor Variance accommodates for the two consents noted previously for the subject lands (File Number: B-21-20 and B-22-20).

Requirement for Minor Variance

The minimum lot area required for lots zoned A1.1 under Bylaw 1037 is the lesser of 40 hectares (100 acres) or the existing lot size. As a result of the proposed severances, the lot area for the retained farm parcel will be reduced from the original size of 47.4 acres to 43.1 acres. As such, a variance to accommodate a reduction in lot area for the retained farm parcel is required.

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

a) The general intent of this Plan and the Zoning Bylaw are maintained:

The main use of the severed and retained farm parcels will remain agricultural.

b) The variance(s) is minor and desirable for the appropriate use of the land:

No agricultural land will be taken out of production as a result of this severance. There will be no impact to the accesses to either the retained or severed parcels.

c) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns:

Agricultural lot sizes vary greatly in the agricultural district. The severances will align with the extents of the two farm parcels to follow the natural severance of the Dolson Creek Drain.

d) The variance deals with circumstances particular to the site and development:

The variance is necessary to accommodate the applications for consent, to facilitate the lot additions.

Agency and Public Comments

As a result of the giving of public notice, no phone calls or written correspondence have been received from members of the public as of Thursday October 15, 2020.

No comments were received from circulated internal agencies as of Thursday October 15, 2020.

Additional comments resulting from circulation:

Vitra Vimalanathan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Minor Variance A-25-20 and Consent B-21-20, B-22-20, B-23-20.

A-25-20: requesting relief from minimum lot area for agricultural land

B-21-20: sever a 1.4 acres wooded parcel with a pond from an existing 47.4 acres agricultural lot, the severed lot will be added to 1270 Ridge Road.

B-22-20: sever 4.2 acres parcel from a 47.4 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the North

B-23-20: sever 0.27 acres from an existing 25 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the South.

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by 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 Dolson Creek. The property owner will be required to obtain a Permit and/or Clearance 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.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

Notwithstanding the above noted references to the PPS policies, we note that the purpose of this application for consent is for a lot addition only, and that there will be no change in land use. In our opinion, we believe that this type of Planning Act application does not meet the definition of development under the PPS, 2020. Based upon this, therefore it is our recommendation to the Municipality that a demonstration of no negative impact is not required.

FINAL RECOMMENDATION

With the review of background data and aerial photography, ERCA does not have any concern related to storm water management, natural heritage and natural hazard for these application for Consents (B-21-20, B-22-20, and B-23-20) and the application for Minor Variance (A-25-20)

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application.

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(CAO-2020-10-74) That application A-25-20 be **granted** accommodate the reduction in lot area for the retained agricultural parcel from 47.5 acres to 41.73 acres.

Reasons for Decision: Application is in keeping with the general intent and purpose of the Town of Essex Zoning Bylaw and the prescribed criteria for Minor Variances under subsection 9.8 of the Town of Essex Official Plan:

- a) the general intent of this Plan and the Zoning By-law are maintained;
- b) the variance(s) is minor and desirable for the appropriate use of the land;
- c) the variance is compatible with the established character of the neighbourhood, traffic and parking patterns;

“Carried”

5.7 Corinne Chiasson, Assistant Planner RE:

Application B-22-20 Gordon Daniher & Daniher Farms (Agent: Edwin Hooker) Vacant Land on the East side of Ridge Road (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the

former township of Colchester South. The applicants are proposing to sever a ± 4.2 acre parcel from the existing ± 47.4 acre agricultural lot. The retained agricultural lot is proposed to have an area of a ± 43.1 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the north of the subject property.

Note: An application for minor variance has also been received for the subject lands (File Number: A-25-20). The public notice for the minor variance application has been included with this notice

5.5.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Official Plan Designation: Agricultural

Zoning By-Law: Agricultural District 1.1 – for general agriculture and farm production support activities

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the former township of Colchester South. The applicants are proposing to sever a ± 4.2 acre parcel from the existing ± 47.4 acre agricultural lot. The retained agricultural lot is proposed to have an area of a ± 43.1 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the north of the subject property.

This application is as a result of the property being divided by the Dolson Creek Drain. The owner wishes to add the portion located on the north side of the Dolson Creek to his adjacent lands to the north to legally merge the remnant parcel. This parcel is already currently farmed with the adjacent parcel on the north side of the Dolson Creek Drain. Access to the retained parcel will continue to be by way of an existing access bridge via Ridge Road.

Proposal Conformity with the PPS and Town of Essex Official Plan Policies

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should have regard to:

a) The proposal's consistency with Provincial legislation, policies and guidelines:

The Provincial Policy Statement (PPS) states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons. Legal or technical reasons include minor boundary adjustments which do not result in the creation of a new lot. This severance will correct the parcels of land that are separated because of the diagonal location of the Dolson Creek Drain.

b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:

Section 6.4 of the Town of Essex Official Plan states that consents should only be granted for lot adjustments or minor boundary changes provided both parcels comply with the provisions of the implementing zoning bylaw or such variances granted through the Committee of Adjustment and the consent is granted in accordance with section 50(3) of the Planning Act. The applicant has submitted a Minor Variance application to accommodate the reduction in lot area for the retained parcel.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the application for consent or minor variance. No other comments were received from circulated public authorities or agencies;

c) The continuation of an orderly development pattern:

The lot addition will correct and follow the natural severance of these farm parcels, and will improve the farming operations on these two parcels. This lot addition will not take agricultural land out of production.

d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction:

Water supply, and stormwater management is not required as the proposal will not result in the creation of a new vacant buildable lot.

Agency and Public Comments

As a result of the giving of public notice, no phone calls or written correspondence have been received from members of the public as of Thursday October 15, 2020.

No comments were received from circulated internal agencies as of Thursday October 15, 2020.

Action Items:

Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;

- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the severed parcel be consolidated with the vacant farm lot located immediately north of the Dolson Creek Drain. In accordance with Subsection 3 of Section 50 of the Planning Act, the applicant shall submit to the Secretary-Treasurer satisfactory evidence that the transferee of the severed portion of the property and the owner of the abutting property are identical, together with an undertaking from the applicant's solicitor to consolidate the severed portion and the abutting into one parcel. Within thirty days of the issuance of the certificate of consent to sever, the applicant shall provide evidence to the Secretary-Treasurer that an application to consolidate parcels has been filed with the Land Registry Office.
- f) That all of the above conditions be fulfilled on or before October 20, 2021.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Minor Variance A-25-20 and Consent B-21-20, B-22-20, B-23-20.

A-25-20: requesting relief from minimum lot area for agricultural land

B-21-20: sever a 1.4 acres wooded parcel with a pond from an existing 47.4 acres agricultural lot, the severed lot will be added to 1270 Ridge Road.

B-22-20: sever 4.2 acres parcel from a 47.4 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the North

B-23-20: sever 0.27 acres from an existing 25 acres agricultural lot, the severed land will be added to the adjacent vacant lot to the South.

DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by 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 Dolson

Creek. The property owner will be required to obtain a Permit and/or Clearance 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.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

Notwithstanding the above noted references to the PPS policies, we note that the purpose of this application for consent is for a lot addition only, and that there will be no change in land use. In our opinion, we believe that this type of Planning Act application does not meet the definition of development under the PPS, 2020. Based upon this, therefore it is our recommendation to the Municipality that a demonstration of no negative impact is not required.

FINAL RECOMMENDATION

With the review of background data and aerial photography, ERCA does not have any concern related to storm water management, natural heritage and natural hazard for these application for Consents (B-21-20, B-22-20, and B-23-20) and the application for Minor Variance (A-25-20)

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application.

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(CAO-2020-10-75) That application B-22-20 be **granted** to sever a + 4.2 acre parcel for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the north of the subject property.

Reasons for Decision: The Application is in keeping with subsections 6.4 of the Town of Essex Official Plan respecting consents and subsection 6.5 Consents in Areas Designated "Agricultural".

Actions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;

- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the severed parcel be consolidated with the vacant farm lot located immediately north of the Dolson Creek Drain. In accordance with Subsection 3 of Section 50 of the Planning Act, the applicant shall submit to the Secretary-Treasurer satisfactory evidence that the transferee of the severed portion of the property and the owner of the abutting property are identical, together with an undertaking from the applicant's solicitor to consolidate the severed portion and the abutting into one parcel. Within thirty days of the issuance of the certificate of consent to sever, the applicant shall provide evidence to the Secretary-Treasurer that an application to consolidate parcels has been filed with the Land Registry Office.
- f) That all of the above conditions be fulfilled on or before October 20, 2021.

"Carried"

5.8 Corinne Chiasson, Assistant Planner RE:

Application B-23-20 Daniher Farms (Agent: Edwin Hooker) Vacant Land on the East side of Ridge Road (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the former township of Colchester South. The applicants are proposing to sever a $\pm .27$ acre parcel from the existing ± 25 acre agricultural lot. The retained agricultural lot is proposed to have an area of a ± 24.73 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the south of the subject property.

5.5.1 Public Presentations (if any)

Corinne Chiasson, Assistant Planner wrote:

Official Plan Designation: Agricultural

Zoning By-Law: Agricultural District 1.1 – for general agriculture and farm production support activities

A consent application has been received by the Town of Essex Committee of Adjustment for the vacant lands located on the East side of Ridge Road in the former township of Colchester South. The applicants are proposing to sever a $\pm .27$ acre parcel from the existing ± 25 acre agricultural lot. The retained agricultural lot is proposed to have an area of a ± 24.73 acres. The applicant is proposing this consent for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the south of the subject property.

This application is as a result of the property being divided by the Dolson Creek Drain. This parcel is already currently farmed with the adjacent parcel on the south side of the Dolson Creek Drain. Access to the retained parcel will continue to be by way of an existing access bridge via Ridge Road.

Proposal Conformity with the PPS and Town of Essex Official Plan Policies

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should have regard to:

a) *the proposal's consistency with Provincial legislation, policies and guidelines:*

The Provincial Policy Statement (PPS) states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons. Legal or technical reasons include minor boundary adjustments which do not result in the creation of a new lot. This severance will correct the parcels of land that are separated because of the diagonal location of the Dolson Creek Drain.

b) *The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:*

Section 6.4 of the Town of Essex Official Plan states that consents should only be granted for lot adjustments or minor boundary changes provided both parcels comply with the provisions of the implementing zoning bylaw or such variances granted through the Committee of Adjustment and the consent is granted in accordance with section 50(3) of the Planning Act.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the application for consent or minor variance. No other comments were received from circulated public authorities or agencies;

c) *The continuation of an orderly development pattern:*

The lot addition will correct and follow the natural severance of the farm parcels, and will improve the farming operations on each. This lot addition will not take agricultural land out of production.

d) *The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction:*

Water supply, and stormwater management is not required as the proposal will not result in the creation of a new vacant buildable lot.

Agency and Public Comments

As a result of the giving of public notice, no phone calls or written correspondence have been received from members of the public as of Thursday October 15, 2020.

No comments were received from circulated internal agencies as of Thursday October 15, 2020.

Action Items:

Should the Committee choose to approve this application, approval should be subject to satisfying the following conditions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
- b) That the appropriate documents for the conveyance be prepared in triplicate (three copies) and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
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- f) That all of the above conditions be fulfilled on or before October 20, 2021.

Additional comments resulting from circulation:

Vitra Vimalananthan, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Minor Variance A-25-20 and Consent B-21-20, B-22-20, B-23-20.

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B-21-20: sever a 1.4 acres wooded parcel with a pond from an existing 47.4 acres agricultural lot, the severed lot will be added to 1270 Ridge Road.

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The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by 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 Dolson Creek. The property owner will be required to obtain a Permit and/or Clearance 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.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

Notwithstanding the above noted references to the PPS policies, we note that the purpose of this application for consent is for a lot addition only, and that there will be no change in land use. In our opinion, we believe that this type of Planning Act application does not meet the definition of development under the PPS, 2020. Based upon this, therefore it is our recommendation to the Municipality that a demonstration of no negative impact is not required.

FINAL RECOMMENDATION

With the review of background data and aerial photography, ERCA does not have any concern related to storm water management, natural heritage and natural hazard for these application for Consents (B-21-20, B-22-20, and B-23-20) and the application for Minor Variance (A-25-20)

Discussion:

Corinne Chiasson, Assistant Planner, explains the nature of the application.

Moved by: Dan Boudreau

Seconded by: Brian Gray

(CAO-2020-10-76) That application B-23-20 be **granted** to sever a + 0.27 acre parcel for the purpose of lot addition. The severed parcel is proposed to be merged with the vacant lands directly to the south of the subject property.

Reasons for Decision: The Application is in keeping with subsections 6.4 of the Town of Essex Official Plan respecting consents and subsection 6.5 Consents in Areas Designated “Agricultural”.

Actions:

- a) That at the time the conveyance is prepared for certification, three hard copies and one digital copy in a format compatible with AutoCAD 2000 of a reference plan prepared by an Ontario Land Surveyor, which has been numbered, dated, signed and registered, must be submitted to the Town;
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- f) That all of the above conditions be fulfilled on or before October 20, 2021.

“Carried”

6. Unfinished Business

None

7. Correspondence

None

8. New Business

8.1 Committee Training Session

Corinne Chiasson, Secretary Treasurer advises the members that training will take place on November 10th from 5 pm to 7 pm at the McGregor Community Centre.

9. Notices of Motion

None.

10. Adjournment

Moved by: Dan Boudreau

Seconded by: Phil Pocock

(CAO-2020-10-77) That the meeting be adjourned at 5:36 p.m.

“Carried”

11. Next Meeting

11.1 November 17th, 2020 Virtual Zoom Meeting at 4:00 p.m.

Chair

Secretary-Treasurer



Drainage Board
Consideration of Reports
Minutes

November 25, 2020 5:30 p.m.

Location: Zoom Video Conferencing

Shepley Drain: Bridge Replacement for Gorski Landings Inc.

Geographic Township of Colchester South, Town of Essex,

County of Essex, Project REI2020D012

Szakacs Drain: Repair and Improvement

Geographic Township of Colchester South, Town of Essex,

County of Essex, Project REI2016D004

The Deputy Clerk confirmed that all notices have been sent in accordance with The Drainage Act.

Present:	Dan Boudreau Kirk Carter Percy Dufour Luke Martin Felix Weigt-Bienze
Regrets:	None
Also Present:	Shelley Brown, Deputy Clerk Norm Nussio, Manager, Operations and Drainage Lindsay Dean, Drainage Superintendent Tanya Tuzlova, Operations/Drainage Clerk Gerard Rood, Professional Engineer, Rood Engineering Inc.
General Public:	Elwood Defour, 2245 Roseborough Road, Harrow Joe Gorski, PO Box 283, Harrow Arlene & John Welzel, 1500 Ferris Drive, Harrow Mary & Romano Quintigliani, 1485 Ridge Road, Harrow

1. Roll Call

The Chair called the meeting to order at 5:30 pm.

2. Declarations of Conflict of Interest

Board Member Weigt-Bienze declared a conflict of interest since his property is in the watershed area of the Shepley Drain project.

Board Member Carter also declared a conflict of interest since his immediate family member has a property in the watershed area of the Shepley Drain.

The Chair asked Deputy Clerk if the Drainage Board still has a quorum.

Deputy Clerk advised that it does not affect the quorum and Board Members Carter and Weigt-Bienzle may rejoin the meeting for Szakacs Drain.

3. Adoption of Published Agenda

Drainage Board Meeting Agenda

Moved by Board Member Martin

Seconded by Board Member Dufour

(DB20-11-001) That the published agenda for the November 25, 2020 Drainage Board Meeting be adopted as presented. **Carried**

4. Adoption of Minutes

North Rear Road Drain South Side (New Bridge for Grondin) held on October 21, 2020.

Moved by Board Member Dufour

Seconded by Board Member Martin

(DB20-11-002) That the minutes of the Drainage Board Meeting held on October 21, 2020, be adopted as circulated. **Carried**

5. List of Written Appeals

The Deputy Clerk informed that no written appeals were received by the Clerk's Office. Mr. Rood added that he has not received any appeals either.

6. Public Presentations

6.1 Gerard Rood, Professional Engineer

Re: Report from Rood Engineering Incorporated dated October 27th, 2020 regarding Shepley Drain Replacement Bridge for Gorski Land Holdings Inc., Geographic Township of Colchester South, Project REI2020D012

Mr. Rood informed that he was appointed to provide for the construction of a replacement access bridge for Gorski Land Holdings Inc., parcel# 710-02700 in the Shepley Drain to provide for a safer access for the agricultural lands. Mr. Rood summarized his report in detail that was circulated to all affected landowners.

Board Member Dufour asked Mr. Rood to explain how the estimated cost of construction supervision was calculated.

Mr. Rood replied that the estimated cost is based on the anticipated time of construction supervision and includes the time spend by a person on site and office administration.

The Chair asked if property owner Mr. Gorski has any questions.

Mr. Gorski replied that he is fine with the report and would like to replace the bridge sooner since it is in a bad disrepair.

Mr. Defour, 2245 Roseborough Road, asked if the cost is estimated at \$41,200.00.

Mr. Rood has replied that he has provided the best estimate for the bridge cost.

Mr. Defour, 2245 Roseborough Road, asked why his bridge which is located close by costs \$15,000 more.

Mr. Rood explained that Mr. Gorski's bridge is utilizing sloped end option as most effective method and Mr. Defour's bridge uses concrete headwalls and requires more work and therefore Mr. Defour's bridge is more expensive.

Mr. Defour commented that the cost of his bridge was estimated at \$51,000 and now it is \$60,000. Mr. Defour has agreed that his bridge has better blocks at the end and more work is required, but he does not believe that headwalls should be \$15,000 more expensive.

Mr. Rood replied that installation of headwalls could require more work and therefore the cost could be very significant.

Mr. Defour stated that since Mr. Gorski's bridge is located downstream than more blocks could be required.

Mr. Rood explained that for this reason the sloped end option was utilized for Mr. Gorski's bridge as the most cost effective method.

Ms. Dean, Drainage Superintendent added that a different type of pipe was installed for the upstream bridge than for this bridge and this is one of the contributing factors to the cost difference on that project.

Mr. Defour asked if the aluminium pipe was installed at Mr. Gorski's bridge as well.

Ms. Dean replied that the Ultra Flo pipe at Mr. Defour's bridge is up to 3 times more the cost than this type of pipe.

Moved by Board Member Dufour

Seconded by Board Member Martin

(DB20-11-003) That the presentation by Gerard Rood be received and that the Report for the

Shepley Drain Replacement Bridge for Gorski Land Holdings Inc., Geographic Township of Colchester South, Project REI2020D012 as prepared by Gerard Rood, Professional Engineer dated October 27th, 2020 be received and recommended for adoption, and that it be recommended that a provisional by-law be prepared for Council's consideration and that the Report proceed to a Court of Revision to be scheduled.

Carried

6.2 Gerard Rood, Professional Engineer

Re: Report from Rood Engineering Incorporated dated October 20th, 2020 regarding Szakacs Drain Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004

The Chair asked if any written appeals were received by the Town.

The Deputy Clerk informed that no written appeals were received by the Clerk's Office.

Mr. Rood informed that he was appointed to provide for the repair and improvement of the Szakacs Drain. Mr. Rood advised that investigation, instructions and the report is accordance with Section 78 of the Drainage Act.

Mr. Rood provided a detailed summary of the report he prepared that was circulated to all the affected owners.

The Chair asked Ms. Dean to summarize what has happened at the on-site meeting since some Drainage Board members were not present.

Ms. Dean, Drainage Superintendent, explained that at the on-site meeting two options were discussed: to finalize the report under Section 78 or to prepare a report under Section 40 to stop the project. Ms. Dean added that a report should be prepared either way and the cost for both options will be similar. In conclusion Ms. Dean said that the general consensus was to continue with the report under Section 78 and not to proceed with construction at this time. Ms. Dean added that at this meeting the property owners may change their mind on whether to proceed to construction, but that was the consensus at that time.

The Chair asked if Board Members have any questions.

Board Member Dufour commented that at the on-site meeting the owners were told that the debenture could be 10 years instead of 5 years since the cost of the project is high. Mr. Dufour asked Ms. Dean to clarify the debenture option.

Ms. Dean replied that the debenture threshold is based on the assessment values so if the project does not proceed with construction than probably the assessments would be in a 5 year debenture range and if the construction is

done than the assessment could be in a 10 year threshold. Ms. Dean added that this could be discussed if the project proceeded to construction.

Board Member Dufour asked if the debenture option is written in the report or it is reflected in the Drainage Act.

Ms. Dean replied that the debenture option details and thresholds will be contained in the provisional by-law which would be sent with the notice for the Court of Revision which will follow this meeting.

The Chair asked Ms. Dean that if the construction part does not happen for 10 years from now, shouldn't the debentures bear the current interest rate.

Ms. Dean replied that she is not sure at this time if the debentures will be allowed in the future. Ms. Dean added that she assumes that if this drainage works are constructed at a later date that it would be undertaken as drain maintenance, therefore, the land owners will be responsible for the full cost at that time and no debentures will be issued.

The Chair asked if the assessed property owners have any questions.

Inaudible background sounds.

The Chair commented that he could not hear Ms. Welzel's questions.

Ms. Dean commented that we will try to connect with Ms. Welzel on the other line.

Romano Quintigliani, 1485 Ridge Road, said that they do not want to go with the expense of replacing the drain right now.

The Chair commented that any land owner could contact the Town of Essex when they need the drain repairs to be done.

Ms. Welzel said that at the meeting it was decided that all the owners agreed that they do not want the construction part to go through as it is not needed. Ms. Welzel added that she spoke with Monica Zavaros today and they are against the construction as well.

The Chair concluded that the consensus of the on-site meeting which was held about a month ago that the landowners want to move forward with the report to be adopted by Council so they have a mechanism to repair the drain at a future date. Therefore we are going through the procedure of adopting the report so the report can be utilized in the future to do proper repairs and improvements to the Szakacs Drain.

The Chair asked if there are any further questions.

Board Member Dufour asked if this a direction the landowners want to go or to put a hold to this project right now.

The Chair has commented that under Section 78 the project cannot be hold and there is a procedure that we should follow and asked Ms. Dean to clarify.

Ms. Dean replied that Section 78 appointment has been initiated through Council to get this project going and once it started we cannot simply stop it. The mechanism to stop it would be to prepare Section 40 report to end the Section 78 process. The land owners expressed that they would like to continue with this process so they have this report if they wish to replace this drain in the future.

The Chair added that the cost has already been incurred so rather than quashing the report and lose the engineering cost and surveying that would need to be completed again at the later date. This mechanism allows us to keep the report for the future repairs.

Moved by Board Member Carter

Seconded by Board Member Weight-Bienzle

(DB20-11-004) That the presentation by Gerard Rood be received and that the Report for the Szakacs Drain Repair and Improvement, Geographic Township of Colchester South, Project REI2016D004 as prepared by Gerard Rood, Professional Engineer dated October 20th, 2020 be received and recommended for adoption, and that it be recommended that a provisional by-law be prepared for Council’s consideration and that the Report proceed to a Court of Revision to be scheduled.

Carried

7. Adjournment

Moved by Board Member Weight-Bienzle

Seconded by Board Member Carter

(COR20-11-005) That the meeting be adjourned at 6:17 pm.

Carried

Chair

Recording Secretary

Date



October 2020 Bank Payments Report

Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
52007	GAG022	Gagliano, Anthony	October 2, 2020	\$69,850.00
52008	BEA012	Beau's Auto Everything	October 2, 2020	\$500.00
52009	BLE004	Bleasby, William Lawrence	October 2, 2020	\$250.00
52010	CTR001	Canadian Tire #172	October 2, 2020	\$1,420.10
52011	DIG003	Bart DiGiovanni Construction L	October 2, 2020	\$1,000.00
52012	DPM001	DPM Insurance Group	October 2, 2020	\$500.00
52013	FEB001	Febel, Rudy Jacob Hans	October 2, 2020	\$500.00
52014	HAD001	Haddad, Morgan & Associates	October 2, 2020	\$14,633.50
52015	LAC007	Lacasse Spg	October 2, 2020	\$6,870.17
52016	LIT011	The Little House of Cupcakes	October 2, 2020	\$500.00
52017	MIL006	Mill-Am Corporation	October 2, 2020	\$2,920.55
52018	PIS001	Pisciuneri Construction Co.	October 2, 2020	\$3,000.00
52019	POS007	Postons, Cynthia	October 2, 2020	\$200.00
52020	RFG001	RFG Plumbing	October 2, 2020	\$1,135.65
52021	RIL002	Riley Manufacturing	October 2, 2020	\$963.68
52022	UTI001	Util-Equip Manufacturing Inc.	October 2, 2020	\$4,774.25
52023	OBR002	O'Brien-Semperger, Elizabeth A	October 5, 2020	\$6,852.50
52024	MAC018	MACMILLAN, CHARLES	October 5, 2020	\$2,000.00
52025	FUL001	Full Circle Thrift Shop	October 8, 2020	\$500.00
52026	AMB003	Ambassador Bicycles Inc.	October 8, 2020	\$2,196.68
52027	ANT009	Antonel, Paul & Eva	October 8, 2020	\$20.00
52028	BAU003	Bauer, Christopher George	October 8, 2020	\$250.00
52029	BEN030	Bennett Custom Airless Paintin	October 8, 2020	\$7,910.00
52030	BRO002	Brockman, Richard & Pauline	October 8, 2020	\$20.00
52031	BRO051	Browne, Renee	October 8, 2020	\$1,000.00
52032	CAD010	Cadarette, Scott Michael	October 8, 2020	\$250.00
52033	CAL010	Caliber Sport Systems	October 8, 2020	\$2,062.25
52034	CEN014	Central Animal Hospital	October 8, 2020	\$1,575.00
52035	COL039	Colley, Tia	October 8, 2020	\$72.00
52036	COT006	Cottam Radiator	October 8, 2020	\$610.71
52037	COT010	Cota, Eryn	October 8, 2020	\$187.50
52038	DIG003	Bart DiGiovanni Construction L	October 8, 2020	\$2,000.00
52039	ENN003	Ennis Paint Canada ULC	October 8, 2020	\$1,644.31
52040	ESS013	ESSEX FEED WAREHOUSE LTD.	October 8, 2020	\$31.08
52041	FAS006	Fast, Darrin	October 8, 2020	\$250.00
52042	FIS002	Fisher's Regalia	October 8, 2020	\$2,756.70
52043	FRA011	Francotyp - Postalia Canada In	October 8, 2020	\$101.70
52044	GAR012	Garant, Brian & Jannice	October 8, 2020	\$20.00
52045	GOM007	Gomes, Michael John	October 8, 2020	\$250.00
52046	GRO019	Groeneveld Lubrication Solutio	October 8, 2020	\$884.79
52047	HAR020	Harrow Health Centre	October 8, 2020	\$5,756.44
52048	HEA012	Heath, David Norman	October 8, 2020	\$250.00
52049	JEF004	Jeff Smith's County Chevrolet	October 8, 2020	\$110.74
52050	MAI010	Maidstone Tree Farm	October 8, 2020	\$1,826.99
52051	MCG013	McGrail Farm Equipment LP	October 8, 2020	\$1,762.53
52052	MIN001	Minister of Finance	October 8, 2020	\$273,514.03
52053	MUN012	Munger Plumbing & Electric	October 8, 2020	\$1,837.90
52054	NOR006	NorJohn Contracting & Paving L	October 8, 2020	\$1,051,164.94
52055	OAT002	Oates, Robert	October 8, 2020	\$250.00
52056	PRA001	Praxair Canada Inc	October 8, 2020	\$58.41
52057	PRI030	Price, James Lee	October 8, 2020	\$375.00
52058	SAL005	The Salvation Army	October 8, 2020	\$6,982.03
52059	SPA001	Spartan Sling Mfg.	October 8, 2020	\$333.35
52060	TEC004	Technical Standards & Safety A	October 8, 2020	\$237.30
52061	UNI025	Universal Doors Sales & Servic	October 8, 2020	\$305.38
52062	2744872	2744872 Ontario Ltd.	October 16, 2020	\$500.00
52063	ABR005	Abram Harms Holdings Inc.	October 16, 2020	\$1,000.00
52064	ACC011	Accurate Creations	October 16, 2020	\$500.00
52065	ATH003	Athletica Sport Systems Inc.	October 16, 2020	\$1,695.00
52066	BRU016	Brujic, Petar	October 16, 2020	\$200.00
52067	BUR004	Burstyn, David	October 16, 2020	\$500.00
52068	BUR020	Burstyn Farms Ltd.	October 16, 2020	\$500.00
52069	CAC004	Cacilhas, Kevin Anthony	October 16, 2020	\$250.00
52070	CAN072	Cannata-Serecin, Nancy-Leigh	October 16, 2020	\$1,000.00
52071	COM008	Computer Plug Inc.	October 16, 2020	\$46.32



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
52072	DAR001	Darch Fire	October 16, 2020	\$9,953.70
52074	ESS017	Essex Free Press	October 16, 2020	\$1,339.37
52075	ESS115	Essex Christian Reformed Churc	October 16, 2020	\$500.00
52076	EXP002	EXP Services Inc.	October 16, 2020	\$2,695.05
52077	FER023	Ferriss, Austin	October 16, 2020	\$15,000.00
52078	GYO002	Gyori Farms, Inc	October 16, 2020	\$28.25
52079	HAI005	HairSense Studio	October 16, 2020	\$500.00
52080	HAN009	Hand, Nicholas Riley	October 16, 2020	\$250.00
52081	HED009	Hedges, Kevin Stuart	October 16, 2020	\$250.00
52082	HER021	Hermann, Daryl Anthony	October 16, 2020	\$2,000.00
52083	HUB003	Huber Farms	October 16, 2020	\$250.00
52084	ISH005	Isham, Christopher Addison	October 16, 2020	\$250.00
52085	LIT013	Little Caesars	October 16, 2020	\$500.00
52086	MAR104	Markett, David Keith	October 16, 2020	\$250.00
52087	MIC007	Mickle, Harold	October 16, 2020	\$250.00
52088	MIL006	Mill-Am Corporation	October 16, 2020	\$10,827.04
52089	NEV003	Nevan Construction Incorporate	October 16, 2020	\$319,273.33
52090	PRI031	Prieur, Kelly (Petty Cash)	October 16, 2020	\$176.40
52091	PRI032	Prieur, Bonnie	October 16, 2020	\$250.00
52092	PRI033	Prieur, Bonita	October 16, 2020	\$250.00
52093	RAN007	Rand-Con Construction Inc.	October 16, 2020	\$2,260.00
52094	REI010	Reinhardt, Eric	October 16, 2020	\$250.00
52095	ROS012	Roseland Homes Ltd.	October 16, 2020	\$1,900.00
52096	ROY001	Royal Canadian Legion Branch 2	October 16, 2020	\$75.00
52097	ROY007	The Royal Canadian Legion, Bra	October 16, 2020	\$45.00
52098	SIL002	Silva Homes Inc.	October 16, 2020	\$62.60
52099	SOU020	Southland Travel	October 16, 2020	\$500.00
52100	STA031	Stanley Black & Decker Canada	October 16, 2020	\$353.98
52101	STE038	Sterling Ridge Infrastructure	October 16, 2020	\$158,122.49
52102	SUN016	SunParlour Chapter, OBOA	October 16, 2020	\$100.00
52103	TAR001	Target Building Materials	October 16, 2020	\$165.83
52104	UNI027	Unique Homes (2003) Inc.	October 16, 2020	\$1,000.00
52105	VIN005	VINCE FERRO CONSTRUCTION LTD	October 16, 2020	\$77,697.27
52106	WEA002	Weatherproofing Technologies C	October 16, 2020	\$2,825.00
52107	WOR014	WorkLink Solutions	October 16, 2020	\$786.48
52108	2743848	2743848 Ontario Inc.	October 22, 2020	\$12,100.00
52109	ABE001	Abell Pest Control	October 22, 2020	\$73.45
52110	BAC009	Bachmeier, Leslie	October 22, 2020	\$41.00
52111	BAR035	Barnett, Carolyn	October 22, 2020	\$531.00
52112	CER003	Certified Laboratories	October 22, 2020	\$644.02
52113	CTS002	C.T. Soil & Materials Testing	October 22, 2020	\$36,991.10
52114	DAR001	Darch Fire	October 22, 2020	\$4,706.89
52115	DRA003	Drafting Clinic Canada Ltd.	October 22, 2020	\$2,238.53
52116	DUL001	PPG AC Canada Inc.	October 22, 2020	\$45.80
52117	ESS025	Essex ReadyMix Inc.	October 22, 2020	\$427.14
52118	FAM002	Family Services Windsor-Essex	October 22, 2020	\$1,567.50
52119	GYO002	Gyori Farms, Inc	October 22, 2020	\$429.40
52120	LAB018	Dr. Laba-Kaczmarek Medical Gro	October 22, 2020	\$3,500.00
52121	MAR105	Marques, Arminda	October 22, 2020	\$1,068.10
52122	MAS005	Masse, Louise	October 22, 2020	\$500.00
52123	MEL040	Meloche, Margaret	October 22, 2020	\$41.00
52124	NEV003	Nevan Construction Incorporate	October 22, 2020	\$8,455.85
52125	NEV004	Nevin, James	October 22, 2020	\$41.00
52126	PRA001	Praxair Canada Inc	October 22, 2020	\$447.38
52127	PRI025	Prieur, Kelly (Lottery)	October 22, 2020	\$504.00
52128	RFG001	RFG Plumbing	October 22, 2020	\$2,938.00
52129	SED001	Sedgwick Canada Inc. In Trust	October 22, 2020	\$25,000.00
52130	SHO005	The Shoe Network Inc.	October 22, 2020	\$895.02
52131	TEC004	Technical Standards & Safety A	October 22, 2020	\$73.00
52132	DEP003	The Depot	October 27, 2020	\$500.00
52133	DRA004	Drainage Superintendents Assoc	October 27, 2020	\$525.00
52134	CAN008	Canadian TODS Limited	October 29, 2020	\$1,130.00
52135	CED004	Cedar Manor Farms	October 29, 2020	\$8,050.26
52136	ERG002	ERGO	October 29, 2020	\$762.75
52137	EST003	Estate of John Mueller	October 29, 2020	\$4,896.79



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
52138	HOR003	HORIZON ROOFING	October 29, 2020	\$9,554.15
52139	JCY001	JC Yard Maintenance	October 29, 2020	\$1,248.65
52140	JOB003	Jobin Farms Inc.	October 29, 2020	\$1,356.00
52141	LEA024	Leamington Animal Hospital	October 29, 2020	\$150.00
52142	MAR106	Martin, Ernest Jay	October 29, 2020	\$40.00
52143	MCL015	McLean, Murdo & Marilyn	October 29, 2020	\$2,714.32
52144	MIL006	Mill-Am Corporation	October 29, 2020	\$29,965.25
52145	MIN004	Minister of Finance	October 29, 2020	\$20,965.75
52146	PRE014	Preston Construction	October 29, 2020	\$109,299.76
52147	RIL002	Riley Manufacturing	October 29, 2020	\$785.34
52148	TEC004	Technical Standards & Safety A	October 29, 2020	\$210.00
EFT003290	BEZ001	Bezaire, Mike	October 2, 2020	\$3,849.53
EFT003291	CAD002	Caduceon Enterprises Inc.	October 2, 2020	\$870.10
EFT003292	ELK001	E.L.K. Solutions Inc	October 2, 2020	\$4,821.44
EFT003293	EMC002	EMCO Corporation	October 2, 2020	\$1,432.87
EFT003294	HEA002	Heaton Sanitation	October 2, 2020	\$904.00
EFT003295	HUR007	Hurricane SMS Inc.	October 2, 2020	\$14,212.59
EFT003296	JAC001	Jack's Auto Service	October 2, 2020	\$360.00
EFT003297	LEA001	Leamington Equipment Rentals	October 2, 2020	\$118.65
EFT003298	MEL044	Meloche, Jeff	October 2, 2020	\$73.00
EFT003299	ONT026	Ontario One Call Ltd	October 2, 2020	\$228.24
EFT003300	REG001	Reg Clark Truck Ltd	October 2, 2020	\$34,179.11
EFT003301	REN002	Larry Renaud Ford & RV Sales	October 2, 2020	\$69.01
EFT003302	SKY004	SkyMobile	October 2, 2020	\$1,676.92
EFT003303	TOW001	TOWN OF AMHERSTBURG	October 2, 2020	\$3,152.44
EFT003304	WAT002	Watson & Associates Economists	October 2, 2020	\$4,302.48
EFT003305	BEZ001	Bezaire, Mike	October 8, 2020	\$1,457.70
EFT003306	CIN001	Cintas Canada Limited	October 8, 2020	\$433.40
EFT003307	CLS001	Canadian Linen and Uniform Ser	October 8, 2020	\$1,246.33
EFT003308	COR004	Corporate Billing	October 8, 2020	\$2,870.86
EFT003309	CUL001	Culligan Water	October 8, 2020	\$259.06
EFT003310	DCS001	DCS Group Inc.	October 8, 2020	\$1,546.97
EFT003311	DEG001	DEGOEY'S NURSERY & FLOWERS	October 8, 2020	\$977.45
EFT003312	DEL013	Delta Power Equipment	October 8, 2020	\$29.97
EFT003313	FEE001	The Feed Store	October 8, 2020	\$1,016.94
EFT003314	GEO001	Georgian Bay Fire & Safety Ltd	October 8, 2020	\$255.35
EFT003315	GRA025	Grand & Toy	October 8, 2020	\$537.15
EFT003316	GRA040	Graybar Canada	October 8, 2020	\$392.75
EFT003317	GRE001	Great Lakes Safety Products	October 8, 2020	\$226.53
EFT003318	GRE003	Greater Essex County District	October 8, 2020	\$4,444.93
EFT003319	HOL001	Holland Cleaning Solutions Ltd	October 8, 2020	\$2,043.80
EFT003320	HUR007	Hurricane SMS Inc.	October 8, 2020	\$4,322.25
EFT003321	INT013	International Fabricating & Ma	October 8, 2020	\$983.10
EFT003322	JEF003	Jeffrey, Ed	October 8, 2020	\$320.00
EFT003323	KEL001	Kelcom - Windsor Copier Inc.	October 8, 2020	\$57.91
EFT003324	KRI004	KRIS KELLY SIGNS WINDSOR LTD	October 8, 2020	\$3,384.35
EFT003325	LEK001	Lekter Industrial Services Inc	October 8, 2020	\$85,258.50
EFT003326	LIF001	Lifesaving Society	October 8, 2020	\$215.01
EFT003327	MER001	Merchants Paper Company Windso	October 8, 2020	\$224.43
EFT003328	MON001	Monarch Office Supply Inc.	October 8, 2020	\$191.19
EFT003329	NEP003	Neptune Security Services Inc	October 8, 2020	\$6,644.40
EFT003330	NEX002	NEXGEN MUNICIPAL	October 8, 2020	\$1,272.07
EFT003331	ONT016	Ontario Clean Water Agency	October 8, 2020	\$9,014.12
EFT003332	RCA001	RCAP Leasing Inc.	October 8, 2020	\$478.89
EFT003333	RCS001	RC Spencer Associates Inc.	October 8, 2020	\$36,015.23
EFT003334	REG001	Reg Clark Truck Ltd	October 8, 2020	\$81,664.32
EFT003335	REN002	Larry Renaud Ford & RV Sales	October 8, 2020	\$68.75
EFT003336	SCL001	Stantec	October 8, 2020	\$45,068.45
EFT003337	SKY004	SkyMobile	October 8, 2020	\$2,124.40
EFT003338	SWE004	Sweet, Doug	October 8, 2020	\$494.16
EFT003339	TSC002	TSC Stores LP	October 8, 2020	\$149.54
EFT003340	VAL009	Valvoline Express Care	October 8, 2020	\$79.61
EFT003341	WIN005	WFS Ltd	October 8, 2020	\$20.52
EFT003342	WIN027	Windsor Starter's Powerhouse	October 8, 2020	\$39.55
EFT003343	WUR001	Wurth Canada Limited	October 8, 2020	\$568.61



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT003344	AIR001	Air Liquide Canada Inc.	October 16, 2020	\$20.68
EFT003345	ANC001	Anchem Sales	October 16, 2020	\$928.24
EFT003346	AUT001	Auto Barn Parts	October 16, 2020	\$79.80
EFT003347	BEZ001	Bezaire, Mike	October 16, 2020	\$5,307.23
EFT003348	BLA011	Black & McDonald Limited	October 16, 2020	\$1,760.95
EFT003349	BOW001	Bowman, Morley	October 16, 2020	\$116.06
EFT003350	CCC002	Colonial Coffee Co. Ltd.	October 16, 2020	\$34.65
EFT003351	CHE003	Checker Industrial Ltd	October 16, 2020	\$1,070.50
EFT003352	CIM001	CIMCO Refrigeration	October 16, 2020	\$739.61
EFT003353	CIN001	Cintas Canada Limited	October 16, 2020	\$52.68
EFT003354	CLS001	Canadian Linen and Uniform Ser	October 16, 2020	\$117.14
EFT003355	COL001	Colenutt Signs Limited	October 16, 2020	\$5,116.08
EFT003356	CUL001	Culligan Water	October 16, 2020	\$32.20
EFT003357	DAV013	Davey Tree Expert Co. of Canad	October 16, 2020	\$3,842.00
EFT003358	FEE001	The Feed Store	October 16, 2020	\$2,146.94
EFT003359	GRA040	Graybar Canada	October 16, 2020	\$714.33
EFT003360	GRE001	Great Lakes Safety Products	October 16, 2020	\$83.92
EFT003361	GRE005	Green Shield Canada	October 16, 2020	\$55,527.91
EFT003362	HOL001	Holland Cleaning Solutions Ltd	October 16, 2020	\$2,232.71
EFT003363	HUR007	Hurricane SMS Inc.	October 16, 2020	\$4,093.43
EFT003364	INT013	International Fabricating & Ma	October 16, 2020	\$2,135.70
EFT003365	JAC001	Jack's Auto Service	October 16, 2020	\$1,983.60
EFT003366	JUT001	Jutzi Water Technologies	October 16, 2020	\$192.10
EFT003367	LAS001	Laser Art Inc	October 16, 2020	\$836.89
EFT003368	LEK001	Lekter Industrial Services Inc	October 16, 2020	\$1,811.39
EFT003369	LIF001	Lifesaving Society	October 16, 2020	\$206.00
EFT003370	MEL048	Meloche, Eric	October 16, 2020	\$100.00
EFT003371	MON001	Monarch Office Supply Inc.	October 16, 2020	\$869.96
EFT003372	PLA008	Plant Products Inc.	October 16, 2020	\$2,564.59
EFT003373	REN002	Larry Renaud Ford & RV Sales	October 16, 2020	\$153.23
EFT003374	SCL001	Stantec Consulting Ltd.	October 16, 2020	\$5,352.68
EFT003375	SEC002	Security One Alarm Systems Ltd	October 16, 2020	\$704.90
EFT003376	SNI001	Snively, Lawrence	October 16, 2020	\$204.14
EFT003377	SNY001	Snyder Automotive	October 16, 2020	\$78.75
EFT003378	STE004	Stewart Gilbert Limited	October 16, 2020	\$316.40
EFT003379	SUN002	Sun Life Assurance Company of	October 16, 2020	\$15,931.94
EFT003380	SUN010	Sunparlour Locksmiths Mobile S	October 16, 2020	\$67.80
EFT003381	TRE004	Tremblar Building Supplies	October 16, 2020	\$420.36
EFT003382	TUR001	Turf Care Products Canada Limi	October 16, 2020	\$165.10
EFT003383	VIK001	Viking Cives Ltd	October 16, 2020	\$67.51
EFT003384	WOL002	Wolf Hooker Professional Corpo	October 16, 2020	\$871.02
EFT003385	WUR001	Wurth Canada Limited	October 16, 2020	\$332.33
EFT003386	XER001	Xerox Canada	October 16, 2020	\$296.11
EFT003387	AGR002	Agris Co-Operative Ltd.	October 22, 2020	\$5,975.87
EFT003388	APP005	Applied Computer Solutions Inc	October 22, 2020	\$494.38
EFT003389	ARN004	Arnel, Richard	October 22, 2020	\$100.00
EFT003390	AUT001	Auto Barn Parts	October 22, 2020	\$149.94
EFT003391	CAM022	Campbell, Carrie	October 22, 2020	\$54.28
EFT003392	CAR030	Cardinal Couriers Ltd	October 22, 2020	\$110.99
EFT003393	CED003	Cedar Signs	October 22, 2020	\$804.64
EFT003394	CHE003	Checker Industrial Ltd	October 22, 2020	\$211.64
EFT003395	CIN001	Cintas Canada Limited	October 22, 2020	\$503.03
EFT003396	CLS001	Canadian Linen and Uniform Ser	October 22, 2020	\$508.23
EFT003397	COR004	Corporate Billing	October 22, 2020	\$43.00
EFT003398	COU023	CountrySide Drilling Ltd.	October 22, 2020	\$6,469.25
EFT003399	DEL013	Delta Power Equipment	October 22, 2020	\$625.41
EFT003400	DES026	DesRosiers, Dan	October 22, 2020	\$1,000.00
EFT003401	ELE003	Electrozad Supply Company	October 22, 2020	\$85.93
EFT003402	ELK001	E.L.K. Solutions Inc	October 22, 2020	\$245.21
EFT003403	EMC002	EMCO Corporation	October 22, 2020	\$2,165.64
EFT003404	ESO001	eSolutions Group	October 22, 2020	\$791.00
EFT003405	FLA002	The Flag Shop	October 22, 2020	\$253.02
EFT003406	GIL008	Gillett Roofing Inc.	October 22, 2020	\$1,000.00
EFT003407	GRA040	Graybar Canada	October 22, 2020	\$104.59
EFT003408	GRE001	Great Lakes Safety Products	October 22, 2020	\$96.23



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT003409	HAR001	The Harrow News & County Print	October 22, 2020	\$1,564.77
EFT003410	HEA002	Heaton Sanitation	October 22, 2020	\$3,000.15
EFT003411	HER005	Hernandez Sanitation Services	October 22, 2020	\$5,601.41
EFT003412	HOL001	Holland Cleaning Solutions Ltd	October 22, 2020	\$1,390.19
EFT003413	HUR007	Hurricane SMS Inc.	October 22, 2020	\$2,135.70
EFT003414	JAC001	Jack's Auto Service	October 22, 2020	\$112.84
EFT003415	LEA001	Leamington Equipment Rentals	October 22, 2020	\$531.10
EFT003416	LIF001	Lifesaving Society	October 22, 2020	\$62.15
EFT003417	MCT001	McTague Law Firm LLP	October 22, 2020	\$138.99
EFT003418	MON001	Monarch Office Supply Inc.	October 22, 2020	\$343.52
EFT003419	ONT016	Ontario Clean Water Agency	October 22, 2020	\$6,306.58
EFT003420	ONT026	Ontario One Call Ltd	October 22, 2020	\$225.13
EFT003421	PUR001	Purolator Inc.	October 22, 2020	\$49.03
EFT003422	RCS001	RC Spencer Associates Inc.	October 22, 2020	\$10,572.85
EFT003423	REN002	Larry Renaud Ford & RV Sales	October 22, 2020	\$1,190.23
EFT003424	TSC002	TSC Stores LP	October 22, 2020	\$962.55
EFT003425	TUR001	Turf Care Products Canada Limi	October 22, 2020	\$183.93
EFT003426	VOL001	E.R. Vollans Ltd.	October 22, 2020	\$1,522.58
EFT003427	WIN010	Windsor-Essex County Humane So	October 22, 2020	\$85.00
EFT003428	WOL002	Wolf Hooker Professional Corpo	October 22, 2020	\$4,441.17
EFT003429	WOL004	Wolseley Canada Inc	October 22, 2020	\$3,562.20
EFT003430	WUR001	Wurth Canada Limited	October 22, 2020	\$632.57
EFT003431	XER001	Xerox Canada	October 22, 2020	\$1,347.93
EFT003432	BEZ001	Bezaire, Mike	October 29, 2020	\$1,423.80
EFT003433	CHE003	Checker Industrial Ltd	October 29, 2020	\$1,349.23
EFT003434	CIM001	CIMCO Refrigeration	October 29, 2020	\$734.04
EFT003435	COM030	Commercial Cleaning Services	October 29, 2020	\$7,678.35
EFT003436	COU023	CountrySide Drilling Ltd.	October 29, 2020	\$706.25
EFT003437	CUP001	Canadian Union of Public Emplo	October 29, 2020	\$2,775.02
EFT003438	ESS030	Essex Windsor Solid Waste Auth	October 29, 2020	\$65,901.24
EFT003439	ESS084	Essex County K9 Services	October 29, 2020	\$2,585.72
EFT003440	EVA001	Evans Utility & Municipal Prod	October 29, 2020	\$24,845.13
EFT003441	FAS002	Fastenal Canada, LTD	October 29, 2020	\$431.08
EFT003442	GIL008	Gillett Roofing Inc.	October 29, 2020	\$191,381.04
EFT003443	GRE001	Great Lakes Safety Products	October 29, 2020	\$39.44
EFT003444	HAR001	The Harrow News & County Print	October 29, 2020	\$35.00
EFT003445	HEA002	Heaton Sanitation	October 29, 2020	\$678.00
EFT003446	HOL001	Holland Cleaning Solutions Ltd	October 29, 2020	\$1,485.52
EFT003447	HUR007	Hurricane SMS Inc.	October 29, 2020	\$8,053.63
EFT003448	JUT001	Jutzi Water Technologies	October 29, 2020	\$1,498.38
EFT003449	KEL001	Kelcom - Windsor Copier Inc.	October 29, 2020	\$37.86
EFT003450	KEL015	Kelcom - Radio Division	October 29, 2020	\$2,778.67
EFT003451	LAK006	Lakeshore Paint and Supply Inc	October 29, 2020	\$259.90
EFT003452	LAW010	Lawns R Us	October 29, 2020	\$7,390.20
EFT003453	LIF001	Lifesaving Society	October 29, 2020	\$166.10
EFT003454	MON001	Monarch Office Supply Inc.	October 29, 2020	\$670.08
EFT003455	OME001	OMERS	October 29, 2020	\$100,079.56
EFT003456	ONT016	Ontario Clean Water Agency	October 29, 2020	\$14,872.12
EFT003457	PUR001	Purolator Inc.	October 29, 2020	\$89.73
EFT003458	RAD005	Avangate BV dba 2 Checkout/Rad	October 29, 2020	\$1,607.94
EFT003459	RCA001	RCAP Leasing Inc.	October 29, 2020	\$84.12
EFT003460	REG001	Reg Clark Truck Ltd	October 29, 2020	\$16,669.55
EFT003461	RES002	Resurfsce Corp.	October 29, 2020	\$348.55
EFT003462	SCL001	Stantec Consulting Ltd.	October 29, 2020	\$47,824.12
EFT003463	SHE015	Shepley Road Maintenance Ltd	October 29, 2020	\$39,188.25
EFT003464	STA030	Stationery & Stuff Inc.	October 29, 2020	\$27.42
EFT003465	SUN010	Sunparlour Locksmiths Mobile S	October 29, 2020	\$1,377.19
EFT003466	TSC002	TSC Stores LP	October 29, 2020	\$320.26
EFT003467	VOL001	E.R. Vollans Ltd.	October 29, 2020	\$1,386.76
EFT003468	WAS004	Waste Connections of Canada In	October 29, 2020	\$1,241.93
EFT003469	WIN010	Windsor-Essex County Humane So	October 29, 2020	\$250.00
EFT003470	WOL002	Wolf Hooker Professional Corpo	October 29, 2020	\$976.23
EFT003471	XER001	Xerox Canada	October 29, 2020	\$30.63
EFT003472	ESS019	Essex Home Hardware	October 30, 2020	\$1,056.63



General Account Cheque Register for October 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT003473	HHH001	Harrow Home Hardware	October 30, 2020	\$619.43
Total Cheques				\$3,504,786.91



Preauthorized Payments for October 2020

Date	Vendor	Description	Amount
October 2, 2020	API Alarm Monitoring	Miscellaneous Payment	\$22.60
October 15, 2020	957590 Global Leasing	Bill Payment	\$319.89
October 19, 2020	Allstream	Bill Payment	\$69.72
October 19, 2020	Allstream	Bill Payment	\$69.72
October 19, 2020	Allstream	Bill Payment	\$71.52
October 19, 2020	Allstream	Bill Payment	\$128.20
October 21, 2020	Allstream	Bill Payment	\$66.22
October 21, 2020	Allstream	Bill Payment	\$73.63
October 21, 2020	Allstream	Bill Payment	\$120.38
October 21, 2020	Allstream	Bill Payment	\$170.92
October 27, 2020	Allstream	Bill Payment	\$65.81
October 27, 2020	Allstream	Bill Payment	\$65.81
October 27, 2020	Allstream	Bill Payment	\$74.85
October 27, 2020	Allstream	Bill Payment	\$76.73
October 28, 2020	Allstream	Bill Payment	\$45.55
October 30, 2020	Allstream	Bill Payment	\$66.56
October 30, 2020	Allstream	Bill Payment	\$103.08
October 30, 2020	Allstream	Bill Payment	\$224.54
October 15, 2020	BAM Fee	Lease Payment	\$18.70
October 2, 2020	Bell Canada	Bill Payment	\$385.86
October 13, 2020	Bell Canada	Bill Payment	\$163.12
October 19, 2020	Bell Canada	Bill Payment	\$226.96
October 23, 2020	Bell Canada	Bill Payment	\$102.54
October 23, 2020	Bell Canada	Bill Payment	\$205.90
October 26, 2020	Bell Canada	Bill Payment	\$68.79
October 26, 2020	Bell Canada	Bill Payment	\$81.40
October 26, 2020	Bell Canada	Bill Payment	\$155.27
October 26, 2020	Bell Canada	Bill Payment	\$164.92
October 2, 2020	Cogeco Connexion	Bill Payment	\$141.19
October 7, 2020	Cogeco Connexion	Bill Payment	\$124.24
October 7, 2020	Cogeco Connexion	Bill Payment	\$169.44
October 8, 2020	Cogeco Connexion	Bill Payment	\$101.64
October 13, 2020	Cogeco Connexion	Bill Payment	\$137.74
October 21, 2020	Cogeco Connexion	Bill Payment	\$101.64
October 27, 2020	Cogeco Connexion	Bill Payment	\$124.24
October 29, 2020	Cogeco Connexion	Bill Payment	\$124.24
October 26, 2020	Dell Finance	Lease Payment	\$2,491.03
October 20, 2020	Dell Finance	Lease Payment	\$4,590.00
October 21, 2020	Dell Finance	Lease Payment	\$164.77
October 16, 2020	Dell Finance	Lease Payment	\$699.44
October 2, 2020	Dell Finance	Lease Payment	\$87.21
October 20, 2020	ELK Energy	Bill Payment	\$12.91
October 20, 2020	ELK Energy	Bill Payment	\$14.49
October 20, 2020	ELK Energy	Bill Payment	\$14.49
October 20, 2020	ELK Energy	Bill Payment	\$14.49
October 20, 2020	ELK Energy	Bill Payment	\$17.59
October 20, 2020	ELK Energy	Bill Payment	\$19.69
October 20, 2020	ELK Energy	Bill Payment	\$19.69
October 20, 2020	ELK Energy	Bill Payment	\$20.12
October 20, 2020	ELK Energy	Bill Payment	\$21.25
October 20, 2020	ELK Energy	Bill Payment	\$21.29
October 20, 2020	ELK Energy	Bill Payment	\$21.90
October 20, 2020	ELK Energy	Bill Payment	\$24.48
October 20, 2020	ELK Energy	Bill Payment	\$28.39
October 20, 2020	ELK Energy	Bill Payment	\$28.94
October 20, 2020	ELK Energy	Bill Payment	\$32.98
October 20, 2020	ELK Energy	Bill Payment	\$34.32
October 20, 2020	ELK Energy	Bill Payment	\$40.37
October 20, 2020	ELK Energy	Bill Payment	\$42.20
October 20, 2020	ELK Energy	Bill Payment	\$46.93



Preauthorized Payments for October 2020

Date	Vendor	Description	Amount
October 20, 2020	ELK Energy	Bill Payment	\$46.16
October 20, 2020	ELK Energy	Bill Payment	\$46.92
October 20, 2020	ELK Energy	Bill Payment	\$47.73
October 20, 2020	ELK Energy	Bill Payment	\$54.49
October 20, 2020	ELK Energy	Bill Payment	\$83.61
October 20, 2020	ELK Energy	Bill Payment	\$106.59
October 20, 2020	ELK Energy	Bill Payment	\$106.77
October 20, 2020	ELK Energy	Bill Payment	\$110.86
October 20, 2020	ELK Energy	Bill Payment	\$122.39
October 20, 2020	ELK Energy	Bill Payment	\$129.96
October 20, 2020	ELK Energy	Bill Payment	\$136.04
October 20, 2020	ELK Energy	Bill Payment	\$136.04
October 20, 2020	ELK Energy	Bill Payment	\$182.37
October 20, 2020	ELK Energy	Bill Payment	\$201.64
October 20, 2020	ELK Energy	Bill Payment	\$214.02
October 20, 2020	ELK Energy	Bill Payment	\$215.49
October 20, 2020	ELK Energy	Bill Payment	\$218.71
October 20, 2020	ELK Energy	Bill Payment	\$223.65
October 20, 2020	ELK Energy	Bill Payment	\$238.16
October 20, 2020	ELK Energy	Bill Payment	\$281.24
October 20, 2020	ELK Energy	Bill Payment	\$472.90
October 20, 2020	ELK Energy	Bill Payment	\$556.57
October 20, 2020	ELK Energy	Bill Payment	\$712.17
October 20, 2020	ELK Energy	Bill Payment	\$926.22
October 20, 2020	ELK Energy	Bill Payment	\$1,236.47
October 20, 2020	ELK Energy	Bill Payment	\$1,470.47
October 20, 2020	ELK Energy	Bill Payment	\$1,488.23
October 20, 2020	ELK Energy	Bill Payment	\$1,838.77
October 20, 2020	ELK Energy	Bill Payment	\$2,745.88
October 20, 2020	ELK Energy	Bill Payment	\$3,890.08
October 20, 2020	ELK Energy	Bill Payment	\$5,233.97
October 20, 2020	ELK Energy	Bill Payment	\$6,422.69
October 20, 2020	ELK Energy	Bill Payment	\$6,973.55
October 20, 2020	ELK Energy	Bill Payment	\$8,053.24
October 20, 2020	ELK Energy	Bill Payment	\$8,223.85
October 1, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$35.49
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.43
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.43
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.43
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$28.04
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$33.16
October 5, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$128.75
October 6, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$22.01
October 6, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$107.77
October 8, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.43
October 8, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$34.27
October 8, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$85.58
October 22, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$39.70
October 22, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$42.23
October 22, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$46.23
October 22, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$161.98
October 26, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.43
October 26, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$53.34
October 27, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$43.60
October 27, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$200.51
October 27, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$2,117.16
October 29, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$52.19
October 29, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$103.26
October 27, 2020	GFL (WDS)	Miscellaneous Payment	\$122.59
October 27, 2020	GFL (WDS)	Miscellaneous Payment	\$516.15



Preauthorized Payments for October 2020

Date	Vendor	Description	Amount
October 8, 2020	Hydro One	Bill Payment	\$175.27
October 13, 2020	Hydro One	Bill Payment	\$5.84
October 13, 2020	Hydro One	Bill Payment	\$75.50
October 13, 2020	Hydro One	Bill Payment	\$188.77
October 13, 2020	Hydro One	Bill Payment	\$3,194.14
October 14, 2020	Hydro One	Bill Payment	\$485.63
October 15, 2020	Hydro One	Bill Payment	\$5,910.35
October 15, 2020	Hydro One	Bill Payment	\$8,303.42
October 15, 2020	Hydro One	Bill Payment	\$9,666.43
October 19, 2020	Hydro One	Bill Payment	\$28.96
October 19, 2020	Hydro One	Bill Payment	\$28.96
October 19, 2020	Hydro One	Bill Payment	\$91.34
October 19, 2020	Hydro One	Bill Payment	\$230.54
October 19, 2020	Hydro One	Bill Payment	\$489.63
October 20, 2020	Hydro One	Bill Payment	\$30.97
October 20, 2020	Hydro One	Bill Payment	\$463.86
October 21, 2020	Hydro One	Bill Payment	\$28.98
October 21, 2020	Hydro One	Bill Payment	\$39.89
October 22, 2020	Hydro One	Bill Payment	\$28.30
October 22, 2020	Hydro One	Bill Payment	\$33.06
October 22, 2020	Hydro One	Bill Payment	\$557.80
October 26, 2020	Hydro One	Bill Payment	\$30.63
October 26, 2020	Hydro One	Bill Payment	\$515.46
October 27, 2020	Hydro One	Bill Payment	\$28.96
October 27, 2020	Hydro One	Bill Payment	\$63.50
October 27, 2020	Hydro One	Bill Payment	\$77.52
October 27, 2020	Hydro One	Bill Payment	\$92.16
October 27, 2020	Hydro One	Bill Payment	\$97.21
October 27, 2020	Hydro One	Bill Payment	\$104.92
October 27, 2020	Hydro One	Bill Payment	\$2,320.62
October 28, 2020	Hydro One	Bill Payment	\$44.28
October 29, 2020	Hydro One	Bill Payment	\$1,753.02
October 13, 2020	Ontario Clean Water	Miscellaneous Payment	\$90,242.35
October 19, 2020	Reliance Comfort	Bill Payment	\$33.90
October 23, 2020	Reliance Comfort	Bill Payment	\$28.70
October 26, 2020	Reliance Comfort	Bill Payment	\$22.60
October 29, 2020	Reliance Comfort	Bill Payment	\$28.70
October 30, 2020	Reliance Comfort	Bill Payment	\$16.95
October 30, 2020	Reliance Comfort	Bill Payment	\$28.70
October 30, 2020	Reliance Comfort	Bill Payment	\$159.10
October 30, 2020	Superpass	Bill Payment	\$379.93
October 19, 2020	Telus Mobility	Bill Payment	\$3,002.98
October 9, 2020	US Bank	Bill Payment	\$20,287.25
October 1, 2020	Union Water WBP	Bill Payment	\$77,269.32
Total Pre-Authorized Payments			\$352,614.29



Payroll for October 2020

Pay Week Ending	Pay Date	Amount
September 26, 2020	October 1, 2020	\$92,114.08
October 3, 2020	October 8, 2020	\$96,581.81
October 10, 2020	October 15, 2020	\$96,189.60
Retroactive Pay - Union -Job Evaluation	October 21, 2020	\$89,978.78
Retroactive Pay - Non Union/Management	October 22, 2020	\$32,018.12
October 17, 2020	October 22, 2020	\$94,408.78
October 24, 2020	October 29, 2020	\$94,472.45
Council Remuneration	October 29, 2020	\$13,161.67
Total		\$608,925.29

THE CORPORATION OF THE TOWN OF ESSEX

BY-LAW NO. 1832

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT
BETWEEN**

**THE CORPORATION OF THE TOWN OF ESSEX
(the "Municipality")**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
(as represented by the Minister of Community Safety and Correctional Services)
(the "Ministry")**

AND

**THE ESSEX POLICE SERVICES BOARD
(the "Board")**

WHEREAS in 1998, the Ministry established the Reduce Impaired Driving Everywhere (R.I.D.E.) program as part of the government's commitment to provide frontline police with the tools, resources and supports they need to protect our communities;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality for the purpose of enhancing the regular R.I.D.E. program currently being conducted by the OPP Essex (M) to offset the costs for sworn officers' overtime and paid duty.

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF ESSEX ENACTS
AS FOLLOWS:**

1. That the Agreement between The Corporation of the Town of Essex and Her Majesty the Queen in Right of Ontario (as represented by the Minister of Community Safety and Correctional Services and the Essex Police Services Board be attached hereto and marked as Schedule "A".
2. That the Mayor and the Clerk be hereby authorized to sign the said Agreement on behalf of The Corporation of the Town of Essex.

**READ A FIRST, A SECOND AND A THIRD TIME AND FINALLY PASSED THIS 2nd DAY OF
JULY, 2019.**

Mayor

Clerk

The Corporation of the Town of Essex

By-Law Number 1964

Being a by-law to provide for the North Rear Road Drain South Side (New Bridge for Grondin), Geographic Twp. Of Colchester North, Project REI2020D010, Town of Essex, County of Essex

Whereas the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the North Rear Road Drain South Side (New Bridge for Grondin), Geographic Twp. Of Colchester North, Project REI2020D010, Town of Essex, County of Essex;

And Whereas Section 78 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010, states that the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof, may on the report of an Engineer appointed by it, complete the drainage works as set forth in such report;

And Whereas an Engineers Drainage report dated September 24, 2020 and considered by the Drainage Board at its October 21, 2020 Consideration of Report meeting, has been procured and made by Gerard Rood, Professional Engineer, Rood Engineering Inc. and that the said report is attached hereto and forms part of this by-law as Schedule "A" hereto;

And Whereas the Council of The Corporation of the Town of Essex is of the opinion that the said drainage works and/or improvements are warranted and desirable;

Now therefore the Council of The Corporation of the Town of Essex pursuant to the Drainage Act enacts as follows:

1. That the considered report dated October 21, 2020 and attached hereto as Schedule A to this By-law is hereby adopted and that the said drainage works and/or improvements as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$25,225.00, the amount necessary for the construction of the said drainage works.
3. That the Corporation may issue debentures for the amount borrowed less the total amount of:

- Grants received under Section 85 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended, 2010;
- Commuted payments made in respect of lands and roads assessed within the Municipality;
- Money paid under Section 61(3) of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010;

and such debentures shall be made payable: a) in the case of assessments in value of between \$500.00 and \$9,999.99 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or b) in the case of assessments in value of \$10,000.00 and greater, within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or c) upon request and approval from the Town, in the case of assessments of \$1,500.00 and \$9,999.99 within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of \$499.99 or less are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "North Rear Road Drain South Side".

Read a first and a second time and provisionally adopted on November 2, 2020.

Mayor

Clerk

Read a third time and finally passed on December 7, 2020.

Mayor

Clerk

NORTH REAR ROAD DRAIN SOUTH SIDE

(New Bridge for Grondin)

Geographic Township of Colchester North



TOWN OF ESSEX
33 Talbot Street South
ESSEX, Ontario N8M 1A8
519-776-7336

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621

Project REI2020D010
2020-09-24

September 24th, 2020

Mayor and Municipal Council
Corporation of the Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Mayor Snively and Members of Council:

**NORTH REAR ROAD DRAIN SOUTH SIDE
(New Bridge for Grondin)
Geographic Twp. of Colchester North
Project REI2020D010
Town of Essex, County of Essex**

I. INTRODUCTION

In accordance with the instructions received from you by letter of June 3rd, 2020, from your Town Solicitor/Clerk, Legal and Legislative Services, Robert Auger, we have prepared the following report that provides for the construction of a new farm access bridge in the North Rear Road Drain South Side. This proposed bridge is intended to provide a safe farm access for the agricultural lands owned by Gerald Grondin, in the geographic township of Colchester North. The North Rear Road Drain South Side is an open drain with a number of access bridges. The drain was constructed pursuant to the Drainage Act. A plan showing the North Rear Road Drain South Side 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 farm access bridge in the North Rear Road Drain South Side, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010". We have performed all of the necessary survey, investigations, etcetera for the proposed bridge, as well as the North Rear Road Drain South Side, and we report thereon as follows.

II. BACKGROUND

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

- | | | | |
|----|---------------------|----------------------------------|--------------------------|
| 1) | December 22nd, 1967 | North Rear Road Drain South Side | C.G.R. Armstrong, P.Eng. |
| 2) | November 8th, 2004 | North Rear Road Drain South Side | Gerard Rood, P.Eng. |

The 2004 report by Gerard Rood, P.Eng. provided for repairs to the bridge under the North Malden Road and has the latest profile for the grading of the drain. The 1967 report by C.G.R. Armstrong, P.Eng. provided for repairs and improvements to the length of the drain and was used for the 2004 report to establish the design parameters of the drain.

We arranged with the Town to provide us with the updated assessment roll information for the affected parcels. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the North Rear Road Drain South Side.

We have utilized the plans within the Rood report to establish the size parameters for the drain and the details to be used in establishing the new bridge culvert installation. We have also used this report to establish the drain profile grades, and to assist us in establishing the design grade for the subject farm access bridge installation. The Schedule of Assessment in the latest drainage report was used as a guide 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 Drainage Superintendent, we arranged with Town staff to schedule an online virtual on-site meeting for June 24th, 2020. The following people were in attendance at said meeting: Susie Gagnon, Gerald Grondin, Aaron Farough, Jeffrey Andrews, Felix Weigt-Bienzie, Dan Boudreau, Kirk Carter, Norm Nussio (Manager of Operations & Drainage), Tanya Tuzlova (Drainage Clerk), Lindsay Dean (Drainage Superintendent) and Gerard Rood (Rood Engineering).

Details of the proposed bridge work were reviewed. It was confirmed that the new bridge location would be set out by the owner of the parcel to allow access to the farm field for large equipment. The farm has been using the existing bridge of the residential lot that was severed.

Mr. Grondin advised us that the farm land requires a new bridge to better access the existing agricultural lands with the larger farm equipment and trucks used today. The existing bridge is too narrow, and the new bridge access will eliminate damages to the driveway and lawn area of the residential lot.

We advised the owner that the minimum standard top width for an access bridge is 6.10 metres (20 ft.) and that the bridge centreline location will need to be established with him. He was also advised that because the bridge is a new bridge, the cost of the new access bridge construction, as well as all the cost for the preparation of the Engineer's Report would be borne by him, but

future maintenance costs would be shared by the owner and upstream affected lands and roads. Any cost for additional top width will be borne by the owner. It was established that the owner prefers an 8.0 metre (24') top width. Mr. Rood asked about preferred end treatments on the proposed pipe and Mr. Grondin stated he would prefer whichever option is the most cost effective. Mr. Rood expects that the sloped end treatment will be the most cost effective and told him that the cost would be estimated for sloped ends and he would contact Mr. Grondin to discuss the details if the sloped ends were not found to be the most cost effective.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owners. They were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources & Forestry (M.N.R.F.), Ministry of Environment, Conservation & 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, suggesting that a corrugated steel pipe might be employed similar to the bridges a short distance upstream and downstream.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including taking the necessary levels and details to establish the design parameters for the installation of this new 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 bridges and culvert elevations in order to establish a design grade profile for the installation of the new bridge. We also took cross sections of the North Rear Road Drain South Side at the general location of the proposed bridge, as necessary for us to complete our design calculations, estimates and specifications.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. requirements for the installation of the new bridge to be constructed in the North Rear Road Drain South Side. A response from the Conservation Authority was received via email on May 7th, 2020. E.R.C.A. stated that the portion of the North Rear Road Drain South Side is located within a regulated area administered by E.R.C.A. Accordingly, a permit or approval will be required by E.R.C.A. for the construction of the new bridge in the portion of the North Rear Road Drain South Side.

Former Ministry of Natural Resources & Forestry (M.N.R.F.) agreements are replaced with new legislation provisions under Ontario Regulation 242/08, Section 23.9 that is now administered by the Ministry of Environment, Conservation & Parks (M.E.C.P.), which allows repairs, maintenance, and improvements to be conducted by the Town within existing municipal drains. These works are exempt from Sections 9 and 10 of the Endangered Species Act provided that the

rules in the regulations are followed by the Town and their Contractor. 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 new bridge, and determining the bridge size required, we investigated and reviewed the past drainage reports on the North Rear Road Drain South Side.

V. FINDINGS AND RECOMMENDATIONS

Prior to the preparation of our report, we reviewed the details of the new bridge installation including the end treatment options based on the regulatory restrictions and the cost estimates that we were to review.

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 North Rear Road Drain South Side 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, E.R.C.A. requires that the invert of any new bridge be embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge. To prevent flooding and adverse impacts upstream, the new structure needs to provide an equivalent level of service to the adjacent structures. Therefore, based on this, we have made provisions to use a corrugated steel pipe culvert as set out below, similar to the structure a short distance downstream. The North Rear Road Drain South Side 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. Details of these mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

As part of our investigations, a D.F.O. self screening assessment of the project was carried out. The mapping indicated no species at risk or critical habitat for the area of the bridge work. In the interest of fish habitat and migration, D.F.O. requires that the invert of any new bridge be embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. Should any species be encountered, details of required 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, 2007 Provincial Legislation administered by the Ministry of Environment, Conservation & Parks (M.E.C.P.), 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 snakes are 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”**.

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 new bridge construction in 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 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 North Rear Road Drain South Side to serve the agricultural lands of Gerald Grondin, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010”.

VI. ESTIMATE OF COST

Our estimate of the total cost of this work including all incidental expenses is the sum of **TWENTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$25,225.00)**, made up as follows:

CONSTRUCTION

Item 1)	Provide all labour, equipment and material to construct a new access bridge consisting of 15.0 metres (49.2 ft.) of 1200mm diameter 2.0mm thick aluminized steel Type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugation profile; 9 corrugation wide aluminized bolted coupler; providing sloped quarried limestone on filter cloth end protection, granular bedding, backfill, and Granular ‘A’ approach extending to the existing pavement; extend and divert tiles; excavation, compaction, silt and sediment controls, cleanup and restoration, complete.	Lump Sum	\$	16,200.00
	Net H.S.T. (1.76%)		\$	285.00
				<hr/>
TOTAL FOR CONSTRUCTION				\$ 16,485.00
				<hr/>

INCIDENTALS

1) Report, Estimate, and Specifications	\$ 2,000.00
2) Survey, Assistants, Expenses, Drawings, Duplication Cost of Report and Drawings, Consideration Meeting, etc.	\$ 4,000.00
3) Estimated Cost of Preparing Tender Documents	\$ 500.00
4) Estimated Cost of Construction Supervision and Inspection (based on 1 days)	\$ 1,000.00
5) Net H.S.T. on Items Above (1.76%)	\$ 132.00
6) Estimated Cost of E.R.C.A. permit	\$ 500.00
7) Estimated Contingency Allowance	\$ 608.00
	<hr/>
TOTAL FOR INCIDENTALS	\$ 8,740.00
TOTAL FOR CONSTRUCTION (brought forward)	\$ 16,485.00
	<hr/>
TOTAL ESTIMATE	\$ 25,225.00
	<hr/>

VII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of this new access bridge. The design drawings show the subject bridge location and the details of the new access bridge installation. The design drawings are attached to the back of this report and are 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. 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 agricultural lands of Gerald Grondin in the Town of Essex. A Schedule of Assessment has been prepared and included herein to indicate the lands assessed for this new farm access bridge installation.

It has been clearly established that this new access bridge is being provided to serve as the access from North Malden Road to an existing agricultural farm parcel. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that these lands designated as Farm Property Tax Class 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 as the severance was made earlier this year that caused the need for the new access bridge, and not prior to August 2004 as per the Policies.

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 report below.

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 these bridge culverts require removal as part of the maintenance works, these surfaces shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guardrails, or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface materials other than Granular "A" material and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining Owner(s) served by said access bridge.

After the completion of all of the works included within this report, the access bridge within the Drain shall be maintained in the future by the Town of Essex. Furthermore, if any maintenance work is required to this access bridge in the future, we recommend that 63.5% of the future maintenance costs shall be assessed as a Benefit against the abutting agricultural property being served by the access bridge, which is currently owned by Gerald Grondin, and the remaining balance of 36.5% be assessed pro-rata against the upstream lands and roads based on their Outlet Liability assessment in the 1967 C.G.R. Armstrong report Schedule of Assessment or any future updated Schedule of Assessment for the drain. This sharing reflects that the owner has requested a bridge with 8.0 metre (24 feet) top width that is normally shared with 6.1 metres

standard bridge top width between the owner and upstream affected lands and roads, and the cost of the extra width to the bridge owner.

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 2010".

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



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att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
NORTH REAR ROAD DRAIN SOUTH SIDE
Town of Essex

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

<u>Tax Roll</u> <u>No.</u>	<u>Con.</u> <u>or</u> <u>Plan</u> <u>No.</u>	<u>Lot or Part</u> <u>of Lot</u>	<u>Acres</u> <u>Owned</u>	<u>Acres</u> <u>Afft'd</u>	<u>Hectares</u> <u>Afft'd</u>	<u>Owner's Name</u>	<u>Value of</u> <u>Benefit</u>	<u>Value of</u> <u>Outlet</u>	<u>TOTAL</u> <u>VALUE</u>
520-02300	N.M.R.	Pt. Lot 7	20.488	15.00	6.070	Gerald Grondin	\$ 16,018.00	\$ 9,207.00	\$ 25,225.00
Total on Privately Owned - Agricultural Lands (non-grantable).....							\$ 16,018.00	\$ 9,207.00	\$ 25,225.00
TOTAL ASSESSMENT				15.00	6.07		\$ 16,018.00	\$ 9,207.00	\$ 25,225.00
=====									

1 Hectare = 2.471 Acres
Project No.REI2020D010
September 24th, 2020

SPECIFICATIONS**NORTH REAR ROAD DRAIN SOUTH SIDE****New Bridge for Grondin****(Geographic Township of Colchester North)****TOWN OF ESSEX****I. GENERAL SCOPE OF WORK**

The North Rear Road Drain South Side currently comprises of an open Municipal drain with a number of access bridges generally located along the south side of North Malden Road and extending from its outlet into King Creek to its upper end near Brush Road. The work under this project generally comprises of construction of a new access bridge serving the agricultural lands of Grondin. The work on the new bridge being constructed includes the installation of a new culvert to the west of the existing bridge at MN 3343 North Malden Road; new culvert end treatments comprising of sloped quarried limestone on filter cloth end protection; granular approaches and backfill; and granular transition areas; along with ancillary work.

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 King Creek 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. CONSIDERATIONS

The Contractor is to note that the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. “Endangered Species Act, 2007” (E.S.A.) that is administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.) 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 improvement 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”**.

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. 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 south side of North Malden Road. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveways as necessary 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 new structure installation and ancillary work.

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

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 co-operate 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.

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.

VI. DETAILS OF BRIDGE WORK

The Contractor shall provide all material, labour, and equipment to construct a new access bridge in the North Rear Road Drain South Side requiring work, along with endwall installation and ancillary work.

The new access bridge installation shall comprise 1200mm diameter aluminized steel Type II helical pipe with 125mm X 25mm corrugations. All piping sections shall be connected by the use of 9 corrugation (9-C) bolted 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 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”**.

VII. CORRUGATED STEEL PIPE INSTALLATION

The new corrugated steel pipe (C.S.P.) 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 9-C bolted 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.

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 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 aluminized steel type II corrugated 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 north and transitions to the south 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 top of bank of the drain and 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 96% of Standard Proctor Density and topped with a minimum of 50mm of topsoil and shall be seeded and mulched.

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 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 new 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 placing an access bridge 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 the access bridge installation.

VIII. REMOVALS

All unsuitable and deleterious materials from the excavation of the 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.

IX. 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 bridge being constructed in 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% \pm 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.

X. BENCHMARKS

Also, for use by the Contractor, we have established a Benchmark near the site of the work where the new bridge is being constructed. For the new bridge, the plans include details illustrating the work to be carried out. For the 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.

XI. ANCILLARY WORK

During the course of any work to the bridge for this 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 culvert are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

Where the bridge 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 installation 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.

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 corrugated aluminized steel type II pipe for this installation is 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 pipe is 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 culvert design grade elevations should be confirmed before commencing to the next stage of the access bridge 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 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 the 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. 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 bridge installation.

XII. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure 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.

XIII. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility, or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Essex and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Essex 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 Town of Essex and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- 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

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.

APPENDIX "REI-A"

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

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

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

SECTION II

SPECIFICATIONS

FOR FISH SALVAGE

GENERAL
SECTION 201

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

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

MATERIALS
SECTION 202

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

CONSTRUCTION
SECTION 203

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

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

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

MEASUREMENT AND PAYMENT
SECTION 204

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

Measures to Avoid Causing Harm to Fish and Fish Habitat

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

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

Measures

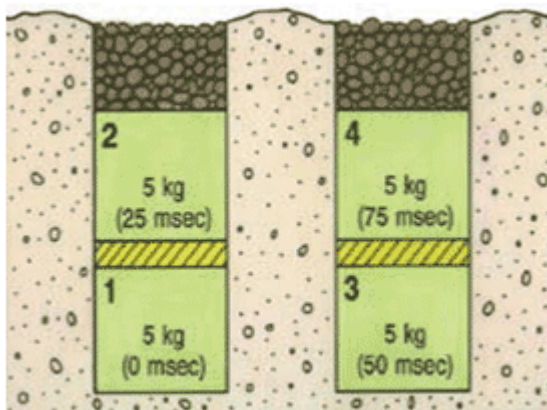
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish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

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

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

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

Figure 1: Sample Blasting Arrangement



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

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

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

Date modified:
2013-11-25

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 MUSSEL SPECIES

7. Activities undertaken in Sensitive Areas for Mussels

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 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 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

8. Training and Required On Site Materials for Turtles

- 8.1. 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.

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

- 9.1. Subject to section 9.2, 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.
- 9.2. Section 9.1 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.

10. Measures for Encounters with Turtles During a Sensitive Period

- 10.1. 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.

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

- 11.1. 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.

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

- 12.1. 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 13.1;
- (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 13.1;
- (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.

13. Release of Captured Individuals Outside of a Sensitive Period

- 13.1. Where uninjured individuals are captured under section 12.1, 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.
- 13.2. Following a release under section 13.1, 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.

14. Measures for Dead Turtles

- 14.1. 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

15. Training and Required On Site Materials for Snakes

- 15.1. 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.

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

- 16.1. 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.

16.2. 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 20.1; and
- (c) remove the temporary snake barriers immediately upon completion of the Activity.

16.3. 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.

17. Measures for Encounters with Snakes During a Sensitive Period

17.1. 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.

18. Measures for Encounters with Snake Nests

18.1. 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.

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

- 19.1. 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 15;
 - (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 20.1;
 - (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 20.1;
 - (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.

20. Release of Captured Individuals Outside of a Sensitive Period

- 20.1. Where uninjured individuals are captured under section 19.1, 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.
- 20.2. Following a release under section 20.1, 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.

21. Measures for Dead Snakes

- 21.1. 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

22. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 22.1. 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

23. Additional Measures for Butternut

- 23.1. 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,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

24. Measures for Other Trees

- 24.1. Where Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree, Common Hoptree, Eastern Flowering Dogwood and American Chestnut within the Work Zone during work planning site visits;
 - (b) avoid disturbance to all individuals identified under (a) above, 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 where any of the individuals occur,
 - (ii) working around trees,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

25. Compliance Monitoring.

- 25.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 25.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

26. Reporting

- 26.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 25.1 and 25.2 during the previous twelve months to the MNR Designated Representative.

27. Review

- 27.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

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.

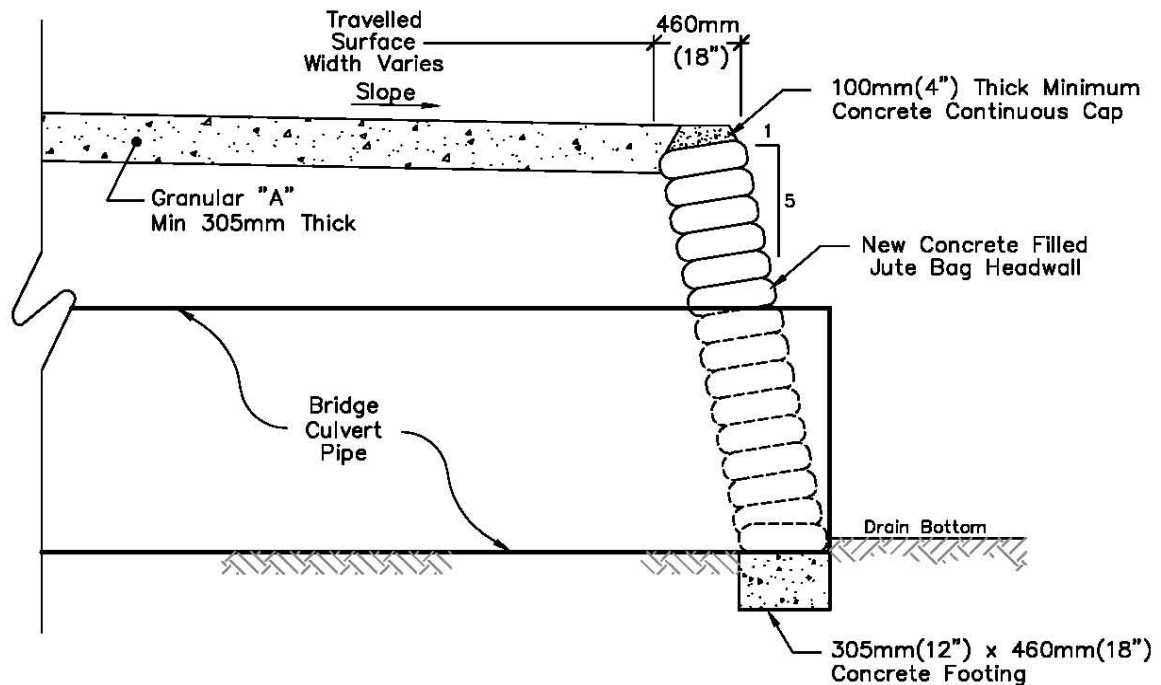
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original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

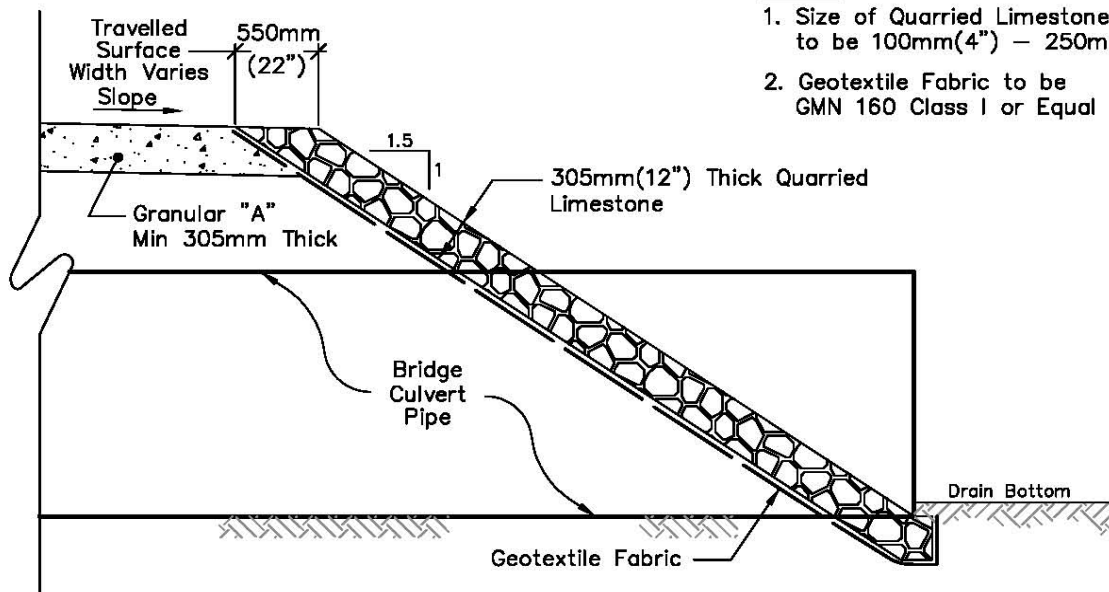
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

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

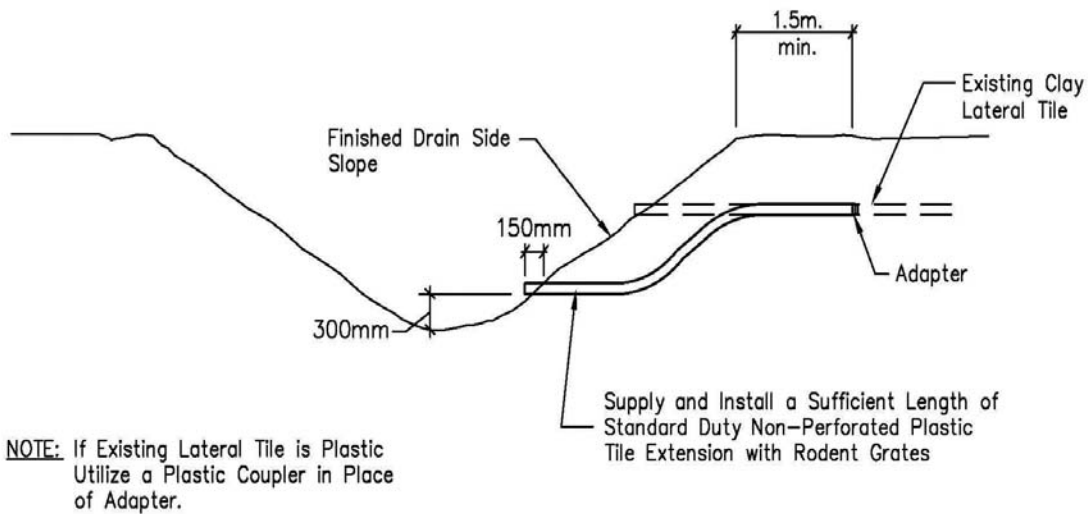


NOTE:

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

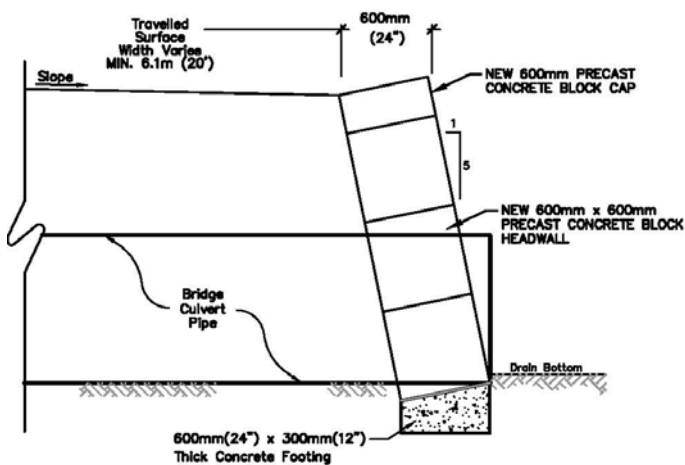
Typical Quarried Limestone End Protection

Rood Engineering Inc.
Consulting Engineers
 9 Nelson Street
 Leamington, Ontario N8H 1G6
 519-322-1621



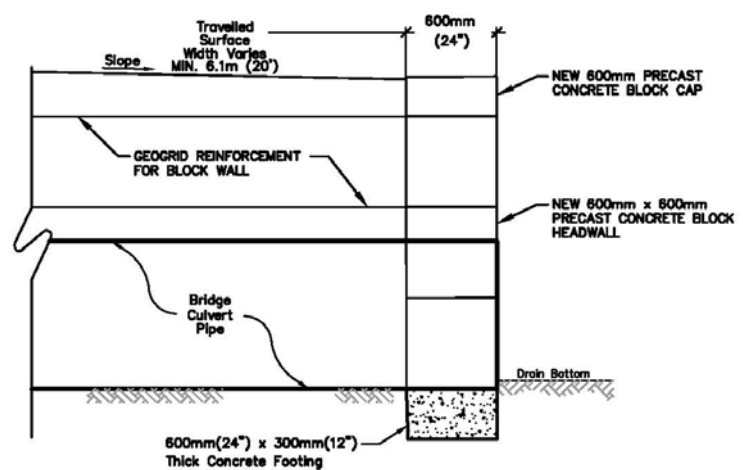
STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.

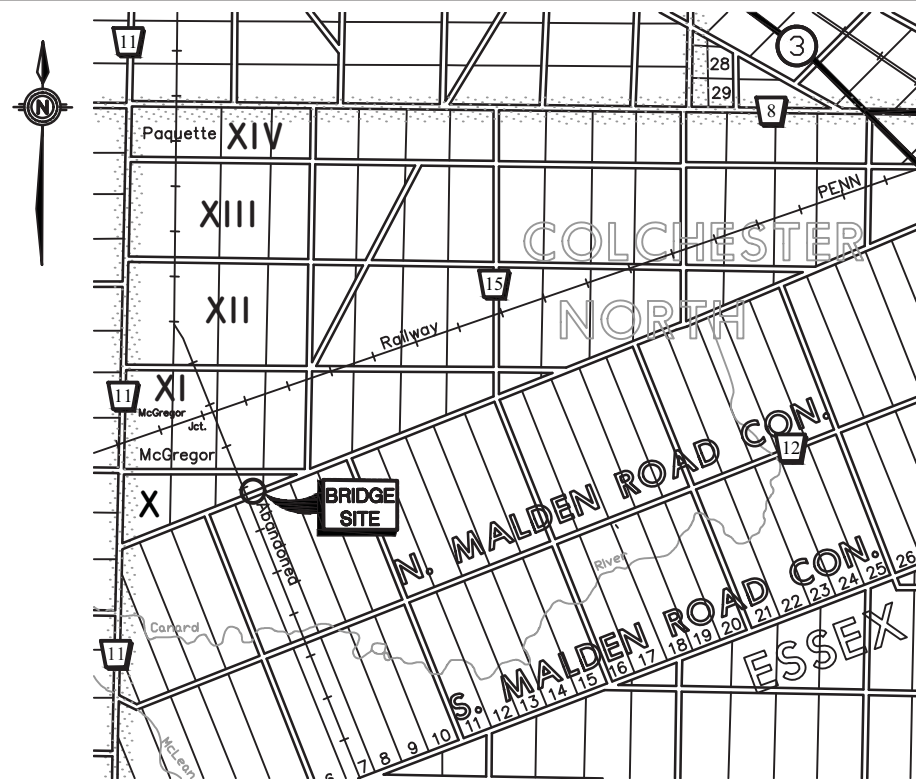
APPENDIX "REI-D"

Appendix D – General Conditions and Specifications not required.

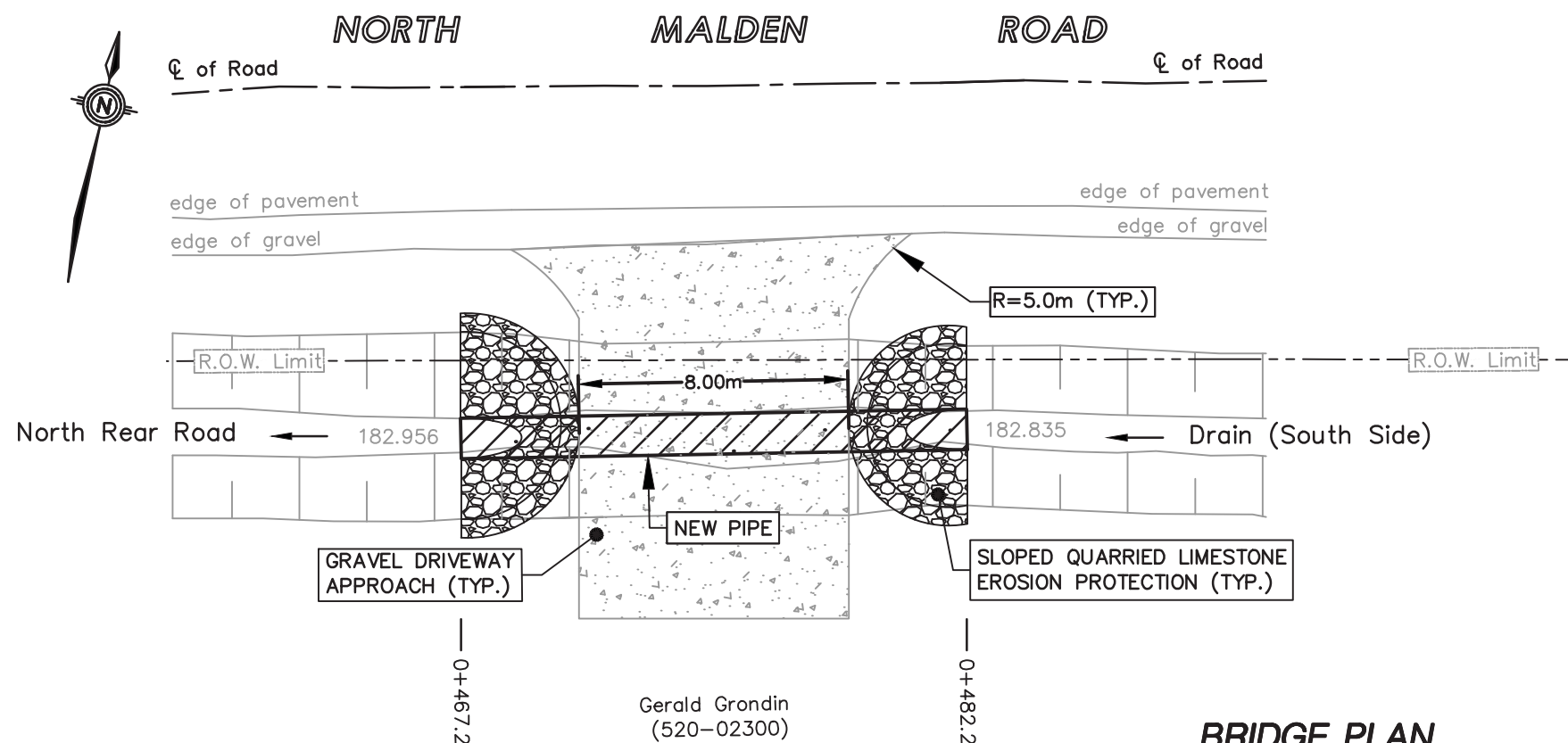
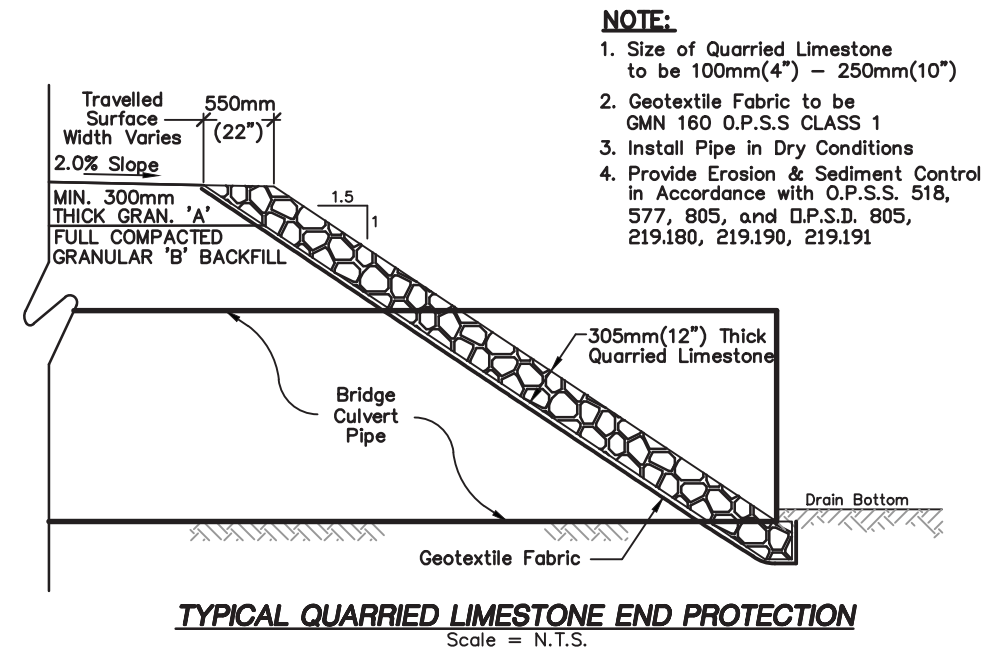
APPENDIX "REI-E"



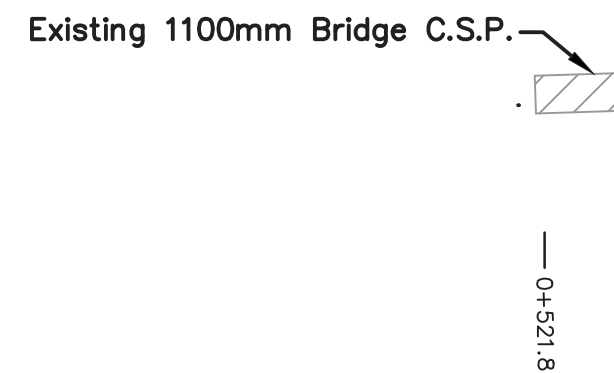
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Copyright the Corporation of the Town of Essex, 2019. Data herein is provided
by the Corporation of the Town of Essex on an 'as is' basis. Assessment parcel
provided by Teranet Enterprises Inc. Data layers that appear on this map may
or may not be accurate, current, or otherwise reliable.



KEY PLAN
Scale = 1:100,000



BRIDGE PLAN
SCALE = 1:200



NOTE:
REMOVE EXISTING TREES & BRUSH
WITHIN NEW BRIDGE INSTALLATION

BENCHMARK:
TOP CENTER OF WEST CURB ON FARM ACCESS BRIDGE OVER THE 11TH CONCESSION & NORTH REAR ROAD DRAIN, APPROX. 46m EAST OF THE KING CREEK DRAIN ROAD CROSSING
ELEV. = 184.902m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mm	15.0m (49.21 FT.)	2.0mm (14 GA.)	125x25mm (5"x1")	ALUMINIZED C.S.P.	UPSTREAM INV. (E) =182.943m DOWNSTREAM INV. (W) =182.931m TOP OF DRIVEWAY =184.670m DRAIN GRADE = 0.08%

NORTH REAR ROAD DRAIN - SOUTH SIDE
New Bridge for Gerald Grondin
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)
IN THE
TOWN OF ESSEX
IN THE
COUNTY OF ESSEX • ONTARIO



Rood Engineering Inc.
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

DATE: 2020-09-24

FILE No.: 2020D010
DRAWN BY: K.D.
PLOT CODE: 1:1
FILE: REI2020D010.DWG

APPENDIX 'E'
Page 1 of 1
1058 of 616

The Corporation of the Town of Essex

By-Law Number 1967

Being a by-law to confirm the proceedings of the November 16, 2020, Regular Meeting of Council of The Corporation of the Town of Essex

Whereas pursuant to Section 5(1) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council;

And whereas pursuant to Section 5(3) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is deemed expedient that a by-law be passed to authorize the execution of Agreements and other documents and that the proceedings of the Council of The Corporation of the Town of Essex at its meetings be confirmed and adopted by by-law.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the actions of the Council of The Corporation of the Town of Essex in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of The Corporation of the Town of Essex, documents and transactions entered into during the November 16, 2020 meeting of Council, are hereby adopted and confirmed as if the same were expressly contained in this by-law.
2. That the Mayor and proper officials of The Corporation of the Town of Essex are hereby authorized and directed to do all the things necessary to give effect to the actions of the Council of The Corporation of the Town of Essex during the said November 16, 2020 meeting referred to in paragraph 1 of this by-law.
3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the actions taken by this Council as described in Section 1 of this by-law and to affix the Corporate Seal of The Corporation of the Town of Essex to all documents referred to in said paragraph 1.

Read a first and a second time and provisionally adopted on November 16, 2020.

Mayor

Clerk

Read a third time and finally adopted on December 7, 2020.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF ESSEX

BY-LAW NO. 1972

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT
BETWEEN**

**THE CORPORATION OF THE TOWN OF ESSEX
(the "Municipality")**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
(as represented by the Minister of Community Safety and Correctional Services)
(the "Ministry")**

AND

**THE ESSEX POLICE SERVICES BOARD
(the "Board")**

WHEREAS in 1998, the Ministry established the Reduce Impaired Driving Everywhere (R.I.D.E.) program as part of the government's commitment to provide frontline police with the tools, resources and supports they need to protect our communities;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality for the purpose of enhancing the regular R.I.D.E. program currently being conducted by the OPP Essex (M) to offset the costs for sworn officers' overtime and paid duty.

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF ESSEX ENACTS
AS FOLLOWS:**

1. That the Agreement between The Corporation of the Town of Essex and Her Majesty the Queen in Right of Ontario (as represented by the Minister of Community Safety and Correctional Services and the Essex Police Services Board be attached hereto and marked as Schedule "A".
2. That the Mayor and the Clerk be hereby authorized to sign the said Agreement on behalf of The Corporation of the Town of Essex.

**READ A FIRST, A SECOND AND A THIRD TIME AND FINALLY PASSED THIS 7th DAY OF
DECEMBER, 2020.**

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2020

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Solicitor General**

(the "Province")

- and -

Essex Police Services Board

(the "Recipient")

BACKGROUND

- A. The Recipient carries out a program of traffic stop sobriety checks in its jurisdiction as part of a program to "Reduce Impaired Driving Everywhere" ("R.I.D.E.");
- B. The Province has established the R.I.D.E. Grant program to provide Funds to assist various police services, including the Recipient, in offsetting their costs for implementing R.I.D.E. programs in their jurisdictions;
- C. The Recipient is a municipal police services board or a municipality in a municipality that has established a municipal police service or whose council has entered into an agreement under s. 10 of the *Police Services Act* for the provision of police services by the OPP; or it is a First Nation police services board or a First Nation band council in a First Nation community that has established a First Nation police service pursuant to a policing services agreement between Canada, the Province, the Recipient and the Board;
- D. The Recipient has, by written application, requested funding for overtime and/or paid duty in pursuance of the R.I.D.E. Grant Project, a description of which is outlined in Schedule "C"; and
- E. The application for Funds submitted by the Recipient has been accepted, in whole or in part, by the Province.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget, Payment Plan and Reporting
Schedule "E" - Final Report Templates, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS –

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Solicitor General**

Date

Name: Michelina Longo
Title: Director, External Relations Branch
Public Safety Division

Essex Police Services Board

Dec. 1, 2020
Date



Name: Kim Verbeek
Title: Chair

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be

true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of

carrying out the Project;

- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.
- A6.0 CONFLICT OF INTEREST**
- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or

could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "E", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further

instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$26,514.00 (Total Maximum Funds) <ul style="list-style-type: none"> Funding Year 1 – 2020-2021: \$13,271.00 Funding Year 2 – 2021-2022: \$13,243.00
Expiry Date	April 30, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	N/A
Insurance	\$ 5,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3</p> <p>Attention: Yoko Iwasaki, Community Safety Analyst</p> <p>Tel: 416-314-3085</p> <p>Email: yoko.iwasaki@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Grantee: Essex Police Services Board</p> <p>Address: 33 Talbot Street South Essex ON N8M 1A8</p> <p>Attention: Ms. Kimberly Verbeek Police Services Board Chair</p> <p>Tel: 519-776-7336 Ext.</p> <p>Email: kverbeek@essex.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Address:</p> <p>Attention:</p> <p>Tel:</p> <p>Email:</p>

Additional Provisions:
None

SCHEDULE "C"

PROJECT

C.1.0 BACKGROUND

The Province established the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant program to provide grants to various police services to enhance local enforcement capability and to ensure a year-round provincial program to conduct R.I.D.E. spot check activities.

C.2.0 PROJECT DESCRIPTION

The purpose of the R.I.D.E. Grant program is to assist municipal police services, OPP municipal contract locations and First Nations police services in offsetting their staff costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions.

Funding is provided to assist with costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program. Staffing funded will not include civilian or auxiliary officers.

The Recipient carries out a R.I.D.E. program of traffic stop sobriety checks in its jurisdiction and has applied for funding toward its R.I.D.E. program (the "Project"). The Province has accepted the Recipient's R.I.D.E. Grant Application, in whole or in part.

The Recipient agrees to undertake the Project in accordance with this Agreement and its Schedules.

SCHEDULE "D"
BUDGET, PAYMENT PLAN AND REPORTING

D1.0 BUDGET

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set-out in Schedule "B". Funding is provided to assist with the costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program.

D2.0 PAYMENT PLAN

The Province will provide the Recipient Funds, up to the Maximum Funds (\$26,514.00) as set out in Schedule "B", allocated for each Funding Year as follows:

- **Funding Year 1 – 2020-2021** in the amount of **\$13,271.00** on a one-time basis for the period from **April 1, 2020 to March 31, 2021**; and
- **Funding Year 2 – 2021-2022** in the amount of **\$13,243.00** on a one-time basis for the period from **April 1, 2021 to March 31, 2022**; and

The Funds will be reimbursed to the Recipient following the Province's receipt and approval of the Final Report for each Funding Year submitted by the Recipient.

D3.0 REPORTING

The Recipient shall provide the Province with a Final Report for each Funding Year accounting in detail, for all expenses for the activities for which the Funds were used as well as statistical information, in the forms set out in **Schedule "E"** by **April 15th** following each Funding Year.

Reports submitted after the deadline will not be considered for reimbursement. **All R.I.D.E. activity eligible for reimbursement must be concluded on or before March 31st of each Funding Year.**

D3.1 FINAL REPORT – FINANCIAL

Staff costs include overtime or paid duty for street level enforcement activities in relation to the program for which the Funds are provided. Staff will not include civilian or auxiliary officers.

For the Funds to reflect the amount of staff overtime or paid duty, a one-time financial report will be submitted to the Province by **April 15th** following each **Funding Year**, on the form attached to the Agreement as **Schedule "E"**. This financial report must be certified by a Municipal Clerk/Treasurer or a senior

representative of the Recipient's financial services who can verify the accuracy of the claim.

The financial report will itemize the dates worked, name and rank of officers, rate of pay (basic hourly rate), number of overtime/paid duty hours worked, number of hours paid and total hours used by the police service for the period of **April 1st – March 31st** of each Funding Year.

D3.2 FINAL REPORT – STATISTICAL

The Recipient shall track and record key statistical information related to the R.I.D.E. Grant program and provide a statistical report to the Province by **April 15th** following each Funding Year, on the form attached to the Agreement as Schedule "E".

D3.3 REPORT SUBMISSION AND TIMELINES

All Reports required pursuant to A7.0 and/or otherwise under this Agreement shall be sent to the Province Contact at the address set out in Schedule "B" and according to the following timelines.

REPORT	DUE DATE
Funding Year 1 – 2020/2021	
Final Report – Financial	April 15, 2021
Final Report - Statistical	April 15, 2021
Funding Year 2 – 2021/2022	
Final Report – Financial	April 15, 2022
Final Report - Statistical	April 15, 2022

An electronic version of the report (Excel) will be distributed to the Recipient under separate cover.

Completed reports must be submitted via email to the Province Contact on or before the above due dates and include:

- original template format (Excel); and
- scanned signed copy (PDF).

SCHEDULE "E" FINAL REPORT TEMPLATES

	FINAL REPORT	Ministry of the Solicitor General Public Safety Division R.I.D.E. GRANT FINAL REPORT - FINANCIAL Fiscal Year: 2020/2021 - 2021/2022							
Must be submitted no later than April 15th by email to yoko.iwasaki@ontario.ca Submission must include the completed Excel reporting template and scanned signed PDF . Please review INSTRUCTIONS to complete the form correctly. If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085									
SECTION A - REPORTING POLICE SERVICE									
Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)									
SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)									
GRANTEE (Print or Type the name of the Grantee ie. <u>Police Services Board/Municipality/First Nation</u>)									
AUTHORIZED OFFICIAL SIGNATURE	PRINT NAME (Signing Official)	DATED							
WITNESS SIGNATURE	PRINT NAME (Witness)	DATED							
SECTION C - YEAR-END FINANCIAL SUMMARY									
Complete the information below. Total R.I.D.E. Grant Hours and Total Cost will self calculate.									
\$ Total Cost:	\$0.00	Total RIDE Grant Hours Worked:	0.00						
Date Worked (MM/DD/YYYY):	Officer's Badge #:	Rank:	Officer's First Name:	Officer's Last Name:	Paid-Duty RIDE Hours Worked:	Paid-Duty Hourly Rate:	Over-Time RIDE Hours Worked:	Over-Time Hourly Rate:	Total RIDE Hours Worked:
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-20					0.00	\$0.00	0.00	\$0.00	0.00



FINAL REPORT Statistical

Ministry of the Solicitor General
Public Safety Division
R.I.D.E. GRANT FINAL REPORT - STATISTICAL
Fiscal Year: 2020/2021 - 2021/2022

Must be submitted no later than **April 15th by email** to yoko.iwasaki@ontario.ca
Submission must include the completed **Excel reporting template** and **scanned signed PDF**.
Please review INSTRUCTIONS to complete the form correctly.
If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085

SECTION A - REPORTING POLICE SERVICE

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)

GRANTEE (Print or Type the name of the Grantee i.e. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE

PRINT NAME (Signing Official)

DATED

WITNESS SIGNATURE

PRINT NAME (Witness)

DATED

SECTION C - YEAR-END SUMMARY

Complete the information below. Enter statistical data for each Quarter. Total self calculates.

SELECT YES/NO for each Quarter (Q1, Q2, Q3, Q4) where there has been RIDE Grant activity. (Click on yellow shaded cell for drop down menu)	Q1 (Apr 1 - Jun 30)	Q2 (Jul 1 - Sep 30)	Q3 (Oct 1 - Dec 31)	Q4 (Jan 1 - Mar 17)

VEHICLES STOPPED AS A RESULT OF R.I.D.E GRANT PROGRAM	Q1	Q2	Q3	Q4	TOTAL
Number of Vehicle Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Marine Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Snowmobile Check Stops	0.00	0.00	0.00	0.00	0.00
Number of ATV Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Roadside Check Stops Resulting in an Approved Screening Device Test (ASD)	0.00	0.00	0.00	0.00	0.00
Number of First Occurrence, 3-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Second Occurrence, 7-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Third or Subsequent Occurrences, 30-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Breath Tests resulting in BAC over 0.08% (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of ASD or Breath Test refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Intoxilyzer Refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Criminal Code Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Liquor License Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Highway Traffic Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Other Offences	0.00	0.00	0.00	0.00	0.00

PLEASE DESCRIBE THE OFFENCES COMMITTED, IF YOU HAVE INDICATED "Number of Persons Charged with Other Offences" (e.g. CDSA, CCA, CAIC, MSVA, FWCA, TPA, etc.):

THE CORPORATION OF THE TOWN OF ESSEX

BY-LAW NUMBER 1971

A BY-LAW OF THE CORPORATION OF THE TOWN OF ESSEX TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$83,397.76 TOWARDS THE COST OF SHORELINE LOAN PROGRAM

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

WHEREAS the Council of The Corporation of The Town of Essex (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Work (the “Application”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Work(s);

WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the

aggregate principal amount of \$83,397.76 dated December 15, 2020 and maturing on December 15, 2030, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2021 to 2030, both inclusive on the terms hereinafter set forth;

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

1. THAT for the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$83,397.76 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. THAT the Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$83,397.76 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. THAT the Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$83,397.76, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. THAT in accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. THAT the Debentures shall all be dated December 15, 2020, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 1.46% per annum and mature during a period of 10 year(s) years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by December 15, 2030 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth of December in each of the years

2021 to 2030, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. THAT payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. THAT interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. THAT in each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. THAT the Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. THAT the Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. THAT the Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. THAT the Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. THAT the Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. THAT the Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if

any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. THAT the cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. THAT reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. THAT except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. THAT the Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. THAT the money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. THAT subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on

such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. AND THAT this By-law takes effect on the day of passing.

Read a first and second time this 7th day of December, 2020.

Read a third time and finally passed this 7th day of December, 2020.

Larry Snively
Mayor

Robert W. Auger
Clerk

THE CORPORATION OF THE TOWN OF ESSEX

Schedule "A" to By-law Number 1971

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
1942	Shoreline Loan Program	\$3,000,000.00	\$83,650.00	\$83,397.76	10 year(s)

Schedule "B" to By-law Number 1971

No. 1971

\$83,397.76

C A N A D A
Province of Ontario
THE CORPORATION OF THE TOWN OF ESSEX

FULLY REGISTERED 1.46% AMORTIZING DEBENTURE

THE CORPORATION OF THE TOWN OF ESSEX (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2030), the principal amount of

EIGHTY THREE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS SEVENTY SIX CENTS

----- (\$83,397.76) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2021 to 2030, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 15, 2020), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.46% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Town of Essex as at the 15th day of December, 2020.

IN TESTIMONY WHEREOF and under the authority of By-law Number 1971 of the Municipality duly passed on the 7th day of December, 2020 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2020.

Larry Snively, Mayor

(Seal) _____
Jeffrey Morrison, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ Authorized Signing Officer	by: _____ Authorized Signing Officer
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LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$83,397.76 dated December 15, 2020 and maturing on December 15, 2030 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2021 to 2030, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2020

Wolf Hooker Professional Corporation [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 15, 2021 and ending on December 15, 2030 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE TOWN OF ESSEX

Schedule "C" to By-law Number 1971

Name.....: Essex, The Corporation of The Town of

Principal: \$83,397.76

Rate.....: 01.460%

Term.....: 120 months

Matures...: 12/15/2030

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	06/15/2021	4,496.87	3,888.07	608.80	79,509.69
2	12/15/2021	4,496.87	3,916.45	580.42	75,593.24
3	06/15/2022	4,496.87	3,945.04	551.83	71,648.20
4	12/15/2022	4,496.87	3,973.84	523.03	67,674.36
5	06/15/2023	4,496.87	4,002.85	494.02	63,671.51
6	12/15/2023	4,496.87	4,032.07	464.80	59,639.44
7	06/15/2024	4,496.87	4,061.50	435.37	55,577.94
8	12/15/2024	4,496.87	4,091.15	405.72	51,486.79
9	06/15/2025	4,496.87	4,121.02	375.85	47,365.77
10	12/15/2025	4,496.87	4,151.10	345.77	43,214.67
11	06/15/2026	4,496.87	4,181.40	315.47	39,033.27
12	12/15/2026	4,496.87	4,211.93	284.94	34,821.34
13	06/15/2027	4,496.87	4,242.67	254.20	30,578.67
14	12/15/2027	4,496.87	4,273.65	223.22	26,305.02
15	06/15/2028	4,496.87	4,304.84	192.03	22,000.18
16	12/15/2028	4,496.87	4,336.27	160.60	17,663.91
17	06/15/2029	4,496.87	4,367.92	128.95	13,295.99
18	12/15/2029	4,496.87	4,399.81	97.06	8,896.18
19	06/15/2030	4,496.87	4,431.93	64.94	4,464.25
20	12/15/2030	4,496.84	4,464.25	32.59	0.00
		89,937.37	83,397.76	6,539.61	

C A N A D A
Province of Ontario
THE CORPORATION OF THE TOWN OF ESSEX

FULLY REGISTERED 1.46% AMORTIZING DEBENTURE

THE CORPORATION OF THE TOWN OF ESSEX (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2030), the principal amount of

EIGHTY THREE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS SEVENTY SIX CENTS

----- (\$83,397.76) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2021 to 2030, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 15, 2020), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.46% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Town of Essex as at the 15th day of December, 2020.

IN TESTIMONY WHEREOF and under the authority of By-law Number 1971 of the Municipality duly passed on the 7th day of December, 2020 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2020.

Larry Snively, Mayor

(Seal) _____

Jeffrey Morrison, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$83,397.76 dated December 15, 2020 and maturing on December 15, 2030 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2021 to 2030, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2020

Wolf Hooker Professional Corporation [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 15, 2021 and ending on December 15, 2030 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Essex, The Corporation of The Town of
Principal: \$83,397.76
Rate.....: 01.460%
Term.....: 120 months
Matures...: 12/15/2030

Pay # Date	Amount Due	Principal Due	Interest Due	Rem. Principal
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20 12/15/2030	4,496.84	4,464.25	32.59	0.00
	89,937.37	83,397.76	6,539.61	

CERTIFICATE OF THE CLERK

To: Wolf Hooker Professional Corporation

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 1.46% amortizing debenture of The Corporation of The Town of Essex (the “**Municipality**”) in the aggregate principal amount of \$83,397.76 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 1971 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Robert W. Auger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on December 07, 2020 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The Town of Essex as at the 15th day of December, 2020.

[AFFIX SEAL]

Robert W. Auger, Clerk

CERTIFICATE OF THE TREASURER

To: Wolf Hooker Professional Corporation

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 1.46% amortizing debenture of The Corporation of The Town of Essex (the “**Municipality**”) in the aggregate principal amount of \$83,397.76 for Capital Work(s) of the Municipality authorized by Debenture By-law Number 1971 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Jeffrey Morrison, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant year(s).
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2018¹.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

¹ Year of the most recent limit (ARL) received from MMA

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of such Capital Work(s).
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before December 15, 2020, I as Treasurer, signed the fully registered amortizing debenture numbered 1971 in the aggregate principal amount of \$83,397.76 dated December 15, 2020, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before December 15, 2020, the OILC Debenture was signed by Larry Snively, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Larry Snively, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The Town of Essex as at the 15th day of December, 2020.

[AFFIX SEAL]

Jeffrey Morrison, Treasurer

I, Robert W. Auger, Clerk of the Municipality do hereby certify that the signature of Jeffrey Morrison, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Robert W. Auger, Clerk

The Corporation of the Town of Essex

By-Law Number 1973

Being a by-law to confirm the proceedings of the December 7, 2020, Regular Meeting of Council of The Corporation of the Town of Essex

Whereas pursuant to Section 5(1) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council;

And whereas pursuant to Section 5(3) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is deemed expedient that a by-law be passed to authorize the execution of Agreements and other documents and that the proceedings of the Council of The Corporation of the Town of Essex at its meetings be confirmed and adopted by by-law.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the actions of the Council of The Corporation of the Town of Essex in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of The Corporation of the Town of Essex, documents and transactions entered into during the December 7, 2020 meeting of Council, are hereby adopted and confirmed as if the same were expressly contained in this by-law.
2. That the Mayor and proper officials of The Corporation of the Town of Essex are hereby authorized and directed to do all the things necessary to give effect to the actions of the Council of The Corporation of the Town of Essex during the said December 7, 2020 meeting referred to in paragraph 1 of this by-law.
3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the actions taken by this Council as described in Section 1 of this by-law and to affix the Corporate Seal of The Corporation of the Town of Essex to all documents referred to in said paragraph 1.

Read a first and a second time and provisionally adopted on December 7, 2020.

Mayor

Clerk

Read a third time and finally adopted on December 21, 2020.

Mayor

Clerk