



Regular Council Meeting Agenda

March 16, 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.

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 March 16, 2020

Moved by _____

Seconded by _____

That the published agenda for the March 16, 2020 Regular Council Meeting, be adopted as presented / amended.

5. Adoption of Minutes

5.1 Regular Council Meeting Minutes for February 18, 2020

1

Moved by _____

Seconded by _____

That the minutes of the Regular Council Meeting held February 18, 2020, be adopted as circulated.

6. Public Presentations

6.1 Essex Region Conservation Authority (ERCA)

9

Richard Wyma, General Manager/Executive Director and Tania Jobin, Vice Chair

Presenting ERCA's 2019 Annual Report and 2020 Executive Summary of the 2020 Budget

Moved by _____

Seconded by _____

That the presentation by Mr. Richard Wyma, General Manager/Executive Director and Ms. Tania Jobin, Vice Chair of the Essex Region Conservation Authority, providing Council with ERCA's 2019 Annual Report and the 2020 Executive Summary of ERCA's 2020 Budget, be received.

6.2 Randy Voakes, Resident

37

RE: Fines for illegal parking of accessible parking spaces

Moved by _____

Seconded by _____

That the presentation by resident Randy Voakes, asking Council to consider increasing the fines for parking illegally in accessible parking spaces in the Town of Essex, be received;

7. Unfinished Business

8. Reports from Administration

8.1 Corporate Services - Statement of Remuneration and Expenses 2019 42

RE: Statement of Remuneration and Expenses for 2019, as per Section 284 of the Municipal Act

Moved by _____

Seconded by _____

That the statement provided under Section 284 of the Municipal Act - Statement of Remuneration and Expenses paid in 2019, provided by the Department of Corporate Services, be received.

8.2 Economic Development Report 2020-02 43

RE: Building Report and Development Overview February 2020

Moved by _____

Seconded by _____

That Economic and Development Report 2020-02, entitled "Building Report and Development Overview February 2020", prepared by Nelson Silveira, Economic Development Officer, dated March 16, 2020, be received.

8.3 Infrastructure Services Report 2020-01 51

RE: Engineering Services for Harrow Streetscaping Project

- Proposal for Engineering Services Harrow Centre Streetscaping
- Request to Council to Waive Requirement

Moved by _____

Seconded by _____

That Infrastructure Services Report 2020-01, entitled "Engineering Services for Harrow Streetscaping Project", prepared by Kevin Girard, Director of Infrastructure Services, dated March 16, 2020, be received; and

That Council appoints Stantec Consulting Ltd. to provide engineering services to design, assist in procurement, and administer Project GG-20-0008 - Harrow Streetscaping.

8.4 Development Services Report 2020-01 63

RE: Infill Residential Development

- Power Point - Infill Residential Development

Moved by _____

Seconded by _____

That Development Services Report 2020-01, entitled "Infill Residential

Development", prepared by Lori Chadwick, Director, Development Services, dated March 16, 2020, be received.

8.5

Capital Works and Infrastructure Report 2020-01

88

RE: Results of Request for Tender - 2020 Essex Watermain Improvements

Moved by _____

Seconded by _____

That Capital Works and Infrastructure Report 2020-01, entitled 'Results of Request for Tender - 2020 Essex Watermain Improvements', prepared by Jackson Tang, Assistant Manager, Business Services, dated March 16, 2020, be received; and

That Council awards the Request for Tender - 2020 Essex Watermain Improvements to Nevan Construction Inc. in the amount of \$1,888,055.04, including non refundable HST.

8.6

CAO Report 2020-02

95

RE: Municipal Modernization Program Intake 1: Consulting Services

- Request to Council to Waive Requirement

Moved by _____

Seconded by _____

That CAO Report 2020-02, entitled "Municipal Modernization Program Intake 1: Consulting Services", prepared by Chris Nepszy, CAO, dated March 16, 2020, be received; and

That Council appoints StrategyCorp to provide consulting services to perform Internal and Shared Service Delivery Review for the Town of Essex.

8.7

Parks and Facilities Report 2020-01

102

RE: Results of Request for Tender - Essex Splash Pad Wash Room/Change Room Upgrade

Moved by _____

Seconded by _____

That Parks and Facilities Report 2020-01, entitled "Results of Request for Tender - Essex Splash Pad Wash Room/Change Room Upgrade", prepared by Jackson Tang, Assistant Manager, Business Services, dated March 16, 2020, be received; and

That Council awards the Request for Tender - Essex Splash Wash Room/Change Room Upgrade to 2519181 Ontario Inc. O/A Preston Construction in the amount of \$151,902.56, including non-refundable HST.

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 2019 Annual Drinking Water Reports 107

- Union Water Supply System
Annual Performance Report, Essex Distribution System
- Ontario Clean Water Agency
Annual Summary Report, Harrow-Colchester South Water Treatment Plant

11.1.2 Town of Tecumseh 143

Correspondence from the Town of Tecumseh, dated February 13, 2020 supporting the proposed legislation, Bill 156: Security from Trespass and Protecting Food Safety Act, 2019

11.2 Correspondence to be considered for receipt and support

11.2.1 Essex County Federation of Agriculture 145

Correspondence from the Essex County Federation of Agriculture, dated February 6, 2020 asking that Council support Bill 156, Security from Trespass and Protecting Food Safety Act.

Moved by _____

Seconded by _____

That correspondence from the Essex County Federation of Agriculture, dated February 6, 2020 asking that Essex Council support Bill 156, Security from Trespass and Protecting Food Safety Act, 2019, be (received/received and supported); and

If Council choses to support the proposed legislation, a letter of support be sent to the Honourable Ernie Hardeman, Ministry of Agriculture, Food and Rural Affairs and the Essex County Federation of Agriculture.

12. Committee Meeting Minutes

Moved by _____

Seconded by _____

That the minutes listed in Agenda Item 12, together with any recommendations noted therein, be received, approved and adopted as circulated.

12.1 Essex Municipal Heritage Committee (EMHC) - November 28, 2019 147

12.2 Committee of Adjustment - October 15, 2019 153

13. Financial

13.1 January 2020 Bank Payments Report 178

Moved by _____

Seconded by _____

That the Bank Payments Reports, including the January cheque

register, cheque number 50921 to cheque number 51061 inclusive in the amount of \$2,181,638.04, the Preauthorized Payments for January in the amount of \$343,588.81; and the Payroll for January in the amount of \$465,329.65, be ratified as submitted.

14. New Business

15. Notices of Motion

15.1 The following Notices of Motion are being presented this evening for Council's consideration:

- 15.1.1

Councillor Bondy

187
- RE: Tendering of Cold Roll Recycled Material and Pulverized Tar and Chip Material

Moved by Sherry Bondy

Seconded by _____

That Council at its first meeting in March discuss the road tendering of both the cold roll recycled material and the pulverized tar and chip material in order to provide a comparison of the two applications.
- 15.1.2

Deputy Mayor Meloche

188
- RE: Town's Policy on Special Needs Street Signs and Warning Signs of Deer or Turtle Crossings

Moved by Richard Meloche

Seconded by _____

That Administration prepare a report on the Town's policy on Special Needs Street Signs and warning signs of Deer or Turtle Crossings.
- 15.1.3

Councillor Verbeek

190
- RE: Consideration to the Installation of Surveillance Cameras at Co An Park as soon as possible

Moved by Kim Verbeek

Seconded by _____

That Council discuss and have Administration look into the possibility of having surveillance cameras installed at Co An Park.
- 15.1.4

Councillor Bondy

191
- RE: Open Mic Night

Moved by Sherry Bondy

Seconded by _____

That Council support a spring and fall open mic night.
- 15.1.5

Councillor Bjorkman

192
- RE: Essex Region Conservation Authority Donation

Moved by Steve Bjorkman

Seconded by _____

That the Council of the Town of Essex discuss ways to appropriate funds through, but not limited to the sale of existing properties including part of the Colchester School House property and other developable properties in Colchester; and

Whereas the Town of Essex wishes to have a Tourist Information Centre in the south end of the Town, preferably on County Road 50; and

Whereas the businesses, wineries, restaurants, artists, gift shops, outfitters, golf courses, B & B's, breweries, On Farm retailers, flowers shops, orchards, bike rentals, tour operators, etc. will benefit from the added exposure; and

Whereas the preferred location being the Old Schoolhouse in Colchester Village is years and hundreds of thousands of dollars away from the use as a Tourist Information Centre; and

Whereas this Council understands that residential and commercial development in the south end of the Town is accelerating;

Therefore the Council of the Town of Essex resolves to donate \$100,000.00 to the John R. Park Homestead Education Centre in return for a designated Tourist Information Centre named for the Town of Essex.

16. Reports and Announcements from Council Members

17. By-Laws

17.1 By-Laws that require a third and final reading

17.1.1 By-Law 1893 193

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

Moved by _____

Seconded by _____

That By-Law 1893 being a by-law to confirm the proceedings of the March 2, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on March 16, 2020.

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

17.2.1 By-Law 1895 195

Being a by-law to appoint a Drainage Superintendent for The Corporation of the Town of Essex
(Lindsay Dean)

Moved by _____

Seconded by _____

That By-Law 1895 being a by-law to appoint a Drainage Superintendent for The Corporation of the Town of Essex, be read a first, a second and a third time and passed on March 16, 2020.

Being a by-law to authorize an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the "Province") and The Corporation of the Town of Essex (the "Recipient") (Rural Economic Program to complete the Essex Centre and Harrow Centre Streetscape Plans)

Moved by _____

Seconded by _____

That By-Law 1897 being a by-law to authorize an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the "Province") and The Corporation of the Town of Essex (the "Recipient"), be read a first, a second and a third time and finally passed on March 16, 2020.

17.3 By-Laws that require a first and second reading

17.3.1 By-Law 1898

230

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

Moved by _____

Seconded by _____

That By-Law 1898 being a by-law to confirm the proceedings of the March 16, 2020 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first and second time and provisionally adopted on March 16, 2020.

18. Adjournment

Moved by _____

Seconded by _____

That the meeting be adjourned at [TIME].

19. Future Meetings

19.1 Monday, April 6, 2020 - 6:00 - 9:00 PM -Regular Council Meeting

Location: County of Essex Council Chambers - 360 Fairview Avenue West, Essex

19.2 Monday, April 20, 2020 - 6:00 - 9:00 PM - Regular Council Meeting

Location: County of Essex Council Chambers - 360 Fairview Avenue West, Essex



The Corporation of the Town of Essex
Regular Council Meeting Minutes

March 2, 2020, 6:00 pm
Essex Civic Centre
360 Fairview Avenue West
Essex, Ontario

Present: Mayor Larry Snively
Ward 1 - Councillor Joe Garon
Ward 1 - Councillor Morley Bowman
Ward 2 - Councillor Kim Verbeek
Ward 3 - Councillor Steve Bjorkman
Ward 3 - Councillor Chris Vander Doelen
Ward 4 - Councillor Sherry Bondy

Regrets: Deputy Mayor Richard Meloche

Also Present: 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
Alex Denonville, Manager, Strategic Communications
Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk
Shelley Brown, Deputy Clerk, Legal and Legislative Services
Lynn Moroz, Administrative Assistant

Cameron Soucie, Youth Council Member

- 1. Call to Order**
- 2. Closed Meeting Report**

The Clerk reported that earlier in the evening Council by motion moved into a Closed Session as permitted under Section 239 2(d) of the Municipal Act. At that meeting Council received an update on the collective agreement negotiations with CUPE and the Town's employees.

- 3. Declarations of Conflict of Interest**

There were no declarations of conflict of interest.

- 4. Adoption of Published Agenda**

4.1 Regular Council Meeting Agenda for March 2, 2020

Moved By Councillor Vander Doelen
Seconded By Councillor Verbeek

(R20-03-059) That the published agenda for the March 2, 2020 Regular Council Meeting be adopted with the following amendments:

- That Item 15.1.1. Notice of Motion by Councillor Verbeek be deferred to the March 16, 2020 Regular Council Meeting at the request of Councillor Verbeek, and
- That a Notice of Motion by Councillor Bondy be added to the agenda this evening.

Carried

5. Adoption of Minutes

5.1 Regular Council Meeting Minutes for Tuesday, February 18, 2020

Moved By Councillor Bjorkman
Seconded By Councillor Garon

(R20-03-060) That the minutes of the Regular Council Meeting held February 18, 2020 be adopted as circulated.

Carried

6. Public Presentations

Moved By Councillor Bjorkman
Seconded By Councillor Bowman

(R20-03-061) That David Cassidy, President of Unifor Local 444 be allowed to address Council regarding the loss of the third shift at the Windsor Assembly Plant and that such delegation be added as Item 6.2 of the Agenda.

Carried

6.1 Municipal Property Assessment Corporation

Re: Tracey Pringle, Account Manager, Municipal and Stakeholder Relations
New Assessment Cycle, Timelines

Tracey Pringle, Account Manager, Municipal and Stakeholder Relations, appeared before Council to provide information on the Municipal Property Assessment and taxation system. She discussed how they approach value and the 2020 assessment and gave information on the assessment appeal process.

Moved By Councillor Bowman
Seconded By Councillor Vander Doelen

(R20-03-062) That the presentation by Tracey Pringle, Account Manager, Municipal and Stakeholder Relations, Municipal Property Assessment Corporation (MPAC) regarding the new assessment cycle and timelines be received.

Carried

6.2 Dave Cassidy

Re: Request for an Auto Manufacturing Policy

David Cassidy, President, Unifor Local 444, appeared before Council to speak to the elimination of the third shift at the Windsor Assembly Plant. Mr. Cassidy spoke to the 1,500 jobs that will be lost with this elimination and the effect it will have on the surrounding area's economy. Mr. Cassidy is asking for Council's support for Unifor's request to the Government of Canada for the development of a strategic Canadian Auto Policy in order to support a strong economy and prevent the loss of good paying Canadian jobs.

Moved By Councillor Bjorkman

Seconded By Councillor Verbeek

(R20-03-063) Whereas the Town of Essex supports the development of a strategic Canadian Auto Policy in order to support a strong economy and prevent job loss; and that requirements be placed on firms who enjoy the benefits of tax incentives and other investment attraction efforts to maintain a physical presence in Canada; and

That accordingly a letter of support be sent to the Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Navdeep Bains, Minister of Innovation, Science and Industry; the Honourable Doug Ford, Premier of Ontario, Taras Natyshak, MPP and Chris Lewis, MP.

Carried

Moved By Councillor Garon

Seconded By Councillor Bjorkman

(R20-03-064) That the presentation given by David Cassidy, President of Unifor Local 444 requesting support for the development of a strategic Canadian Auto Policy be received.

Carried

7. Unfinished Business

8. Reports from Administration

8.1 Community Services-2020-003

Re: Rename Essex Community Centre to Maedel Community Centre

Moved By Councillor Bowman

Seconded By Councillor Garon

(R20-03-065) That Council defer Community Services Report 2020-003, entitled "Rename Essex Community Centre to Maedel Community Centre", prepared by Doug Sweet, Director of Community Services/Deputy CAO, dated March 2, 2020 and the renaming of the Essex Community Centre at 25 Gosfield Townline for one month until public input that been achieved.

Carried

8.2 Planning Report 2020-04

Re: 183043 Ontario Limited Rezoning Application

Moved By Councillor Bowman

Seconded By Councillor Garon

(R20-03-066) That Planning Report "Planning 2020-04, entitled "183043 Ontario Limited Rezoning Application" prepared by Jeff Watson, Policy Planner, dated March 2, 2020, be received; and

That Council authorize the submission of a rezoning by-law for approval by Council to permit multiple unit dwellings within the lands identified as the Gianni Estates subdivision located east of Gosfield Townline and west of Fairview Avenue, in accordance with the recommendations of Development Services Department as set out in Appendix "A" to Planning Report 2020-04.

Carried

8.3 Communications Report 2020-01

Re: Launch of EssexWorks Online Report a Problem System for Citizens

Moved By Councillor Garon

Seconded By Councillor Bowman

(R20-03-067) That Communications Report 2020-01 and presentation entitled "Launch of EssexWorks, Online Report a Problem System for Citizens" prepared by Alex Dennonville, Manager, Communications, dated March 2, 2020 be received for information.

Carried

8.4 Legal and Legislative Services Report 2020-01

Re: Regular Council Meeting Live Streaming and Webcasting

Moved By Councillor Bjorkman

Seconded By Councillor Verbeek

(R20-03-068) That the Legal and Legislative Services Report 2020-01 entitled "Regular Council Meeting Live Streaming and Webcasting" prepared by Shelley Brown, Deputy Clerk, dated March 2, 2020 be received; and

That Council direct Administration to enter into a 3-month trial with existing service provider to conduct a 3-month trial of their livestreaming/webcasting services and after such trial period, assess and report back to Council; and

That Administration research the Closed Captioning requirements of the Web Content Accessibility Guidelines (WCAB) 2.0 Level AA that must be compiled with by January 1, 2021 and report back to Council on options together with the financial implications of ensuring compliance with those legislative requirements.

Carried

9. Reports from Youth Members

There were no reports from the Council Youth Members.

10. County Council Update

There were no updates on County Council.

11. Correspondence

11.1 Correspondence to be received

Moved By Councillor Bowman
Seconded By Councillor Bjorkman

(R20-03-069) 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 Union Water Supply System

Re: Joint Board of Management Minutes of the January 15, 2020 Meeting.

11.1.2 Town of Lakeshore - Notice of Proposed Zoning Amendment

Re: ZBA-18-2019
499 Talbot Road (County Rd. 34) and 581 North Talbot Road

11.1.3 Harrow & Colchester South Chamber of Commerce

Re: Essex Climate Adaption Team (ECAT)

Moved By Councillor Vander Doelen
Seconded By Councillor Bowman

(R20-03-070) That Bill Baker, Vice President of the Harrow & Colchester South Chamber of Commerce be permitted to address Council.

Carried

Mr. Baker spoke of the disappointment of the Harrow & Colchester South Chamber of Commerce upon learning that a representative from their organization had not been chosen to sit on the Essex Climate Adaption Team (ECAT) Committee. He felt that it was important the industrial sector of Essex and the businesses have input into the decisions and the recommendations that were being made by this Committee.

Moved By Councillor Vander Doelen
Seconded By Councillor Bjorkman

(R20-03-071) That Bill Baker be appointed to sit as a representative of the Harrow & Colchester South Chamber of Commerce on the Essex Climate Adaption Team (ECAT) and that the ECAT Terms of Reference be amended accordingly.

Carried

11.2 Correspondence to be considered for receipt and support

12. Committee Meeting Minutes

Moved By Councillor Vander Doelen

Seconded By Councillor Garon

(R20-03-072) That the minutes in agenda item 12, together with any recommendations noted therein, approved and adopted as circulated.

12.1 Co-An Park Committee Regular Meeting Minutes - February 12, 2020

- Co-An Costing of February 3, 2020

12.2 Arts, Culture, and Tourism Committee - February 12, 2020

12.3 Essex Police Services Board - January 9, 2020

Carried

13. Financial

14. New Business

15. Notices of Motion

15.1 The following Notice of Motion was presented at the February 18, 2020 Regular Council Meeting and is being brought forward for consideration this evening:

15.1.1 Councillor Kim Verbeek

Re: Installation of Surveillance Cameras at Co An Park as soon as possible

Moved By Councillor Verbeek

That Council discuss and have administration look into the possibility of having surveillance cameras installed at Co An Park.

Councillor Verbeek requested that the Notice of Motion be deferred to the March 16th, 2020 Regular Meeting of Council.

15.2 The following Notice of Motion was presented at the March 2, 2020 Regular Council Meeting and is being brought forward for consideration at the March 16, 2020 Regular Council Meeting

15.2.1 Councillor Bondy

Re: Open Mic Night

That Council support a spring and fall open mic night.

15.2.2 Councillor Bjorkman

Re: ERCA

That the Council of the Town of Essex discuss ways to appropriate the funds through but not limited to the sale of existing properties including a part of the Colchester School House Property or other developable properties in Colchester; and

Whereas The Town of Essex wishes to have a Tourist Information Centre in the south end of town, preferably on County Road 50, and

Whereas the businesses, wineries, restaurants, artists, gift shops, outfitters, golf courses, B & B's breweries, on farm retailers, flower shops, orchards, bike rentals, tour operators, etc. will benefit from the added exposure, and

Whereas the preferred location being the Old Schoolhouse in Colchester Village is years and hundreds of thousands of dollars away from use as a Tourist Information Centre; and

Whereas this Council of the Town of Essex understands that residential and commercial development in the south end of the town is accelerating;

Therefore the Council of the Town of Essex resolves to donate \$100,000.00 to the John R. Park Homestead Education Centre in return for a designated Tourist Information Centre named for the Town of Essex.

16. Reports and Announcements from Council Members

Each of the Council members were provided an opportunity to discuss the latest news, upcoming events, and activities in the municipality.

17. By-Laws

17.1 By-Laws that require a third and final reading

17.1.1 By-Law 1888

Being a by-law to confirm the proceedings of the February 18, 2020, Regular Meeting of Council of The Corporation of the Town of Essex.

Moved By Councillor Vander Doelen
Seconded By Councillor Bjorkman

(R20-03-073) That By-Law 1888 being a by-law to confirm the proceedings of the February 18, 2020, Regular Meeting of Council of the Corporation of the Town of Essex be read a third and final time and adopted on March 2, 2020.

Carried

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

17.2.1 By-Law 1890

Being a by-law to appoint Director, Infrastructure Services for the Town of Essex.

Moved By Councillor Garon
Seconded By Councillor Verbeek

(R20-03-074) That By-Law 1890 being a by-law to appoint Director, Infrastructure Services for the Town of Essex be read a first, second and a third time and finally passed on March 2, 2020.

Carried

17.3 By-Laws that require a first and second reading

17.3.1 By-Law 1893

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

Moved By Councillor Bjorkman
Seconded By Councillor Bowman

(R20-03-075) That By-Law 1893, being a by-law to confirm the proceedings of the March 2, 2020 Regular Meeting of Council of The Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on March 2, 2020.

Carried

18. Adjournment

Moved By Councillor Vander Doelen
Seconded By Councillor Garon

(R20-03-076) That the meeting be adjourned at 7:20 PM

Carried

Mayor

Clerk



Essex Region Conservation

The Essex Region Conservation Authority is a local watershed management agency, incorporated under the *Conservation Authorities Act* (1946). Since our establishment in 1973, we have been dedicated to protecting, restoring, and managing the natural resources of the Essex Region. Today, as one of 36 conservation authorities in Ontario, ERCA is committed to the core founding principles of the *Conservation Authorities Act*: watershed jurisdiction, local decision-making, and funding partnerships.

ERCA works with residents and communities, our nine member municipalities, senior levels of government, and agencies to: increase natural area coverage through tree planting and habitat restoration, improve water quality across our watersheds and our Great Lakes, protect people and property from flooding and erosion, and further our understanding of the environment through science and education. Our goal is a sustainable future, a vibrant economy, and a region we can all be proud of - one where people will want to live, work, play, and invest in.

ERCA At-A-Glance

The Essex Region is an 1,841 square kilometre area of land that spans nine municipalities.. It is the southern-most part of the Carolinian Life Zone and contains some of Canada's most significant natural areas. Unlike most other Conservation Authorities, which generally focus on one large watershed, our region includes the watersheds of the Detroit River, Lake St. Clair, and western basin of Lake Erie. It is surrounded by almost 300km of Great Lakes shorelines, the largest freshwater system in the world. The region is blessed with a climate and geography that supports a rich agricultural and industrial tradition that has supported growth in our region. But, there are also significant challenges.

Our landscape has been intensively developed. In 200 years, we've drained more than 95% of our wetlands, lost almost all of our tall grass prairie and cleared more than 90% of our forests. What's left is disconnected and fragmented. Our Great Lakes watersheds are impacted by invasive species, nutrients, phosphorous and blue green algae. The water quality of our rivers and streams is degraded, which impacts aquatic wildlife, increases drinking water treatment costs, and negatively impacts recreational use such as swimming and boating. Changing and unpredictable climate patterns are causing significant flooding, impacting our shorelines, and creating erosion problems. And the frequency of these types of rainfall events are expected to increase.

Indeed, few parts of Canada have been as extensively developed as Essex Region. As a result, planning for growth and resilient communities and climate change will require different strategies and a more integrated approach.



OUR STRATEGIC DIRECTION

The **Place for Life** reinforces that all elements of a place are interconnected – our community, its environmental health, healthy lifestyles for our citizens, and our economy. Life recognizes our living, thriving and sustainable natural systems. Life refers to the people of our community – their health and protection and our shared heritage. We embrace this place and make it our home. For life.

We **envision** Essex Region as a sustainable, resilient and vibrant place with healthy and thriving watersheds, Great Lakes and a green culture.

Our **mission** is to improve our environment to enrich our lives.

ERCA delivers its programs and services to municipalities and residents in keeping with the *Conservation Authorities Act* (1946). Our 2016-2025 Strategic Plan: Sustaining the Place for Life provides the basis for our decision-making and priorities over the decade in five key areas:

1. **The climate will continue to change.** Efforts to slow climate change must continue, but we need to help our partners prepare to adapt to its impacts.
2. **The Great Lakes are our most significant natural resource.** Our 2017 Watershed Report Card identified failing grades in virtually every watershed. More must be done to protect and improve water quality.
3. **Our habitats are among the most significant in Canada.** We have planted more than 6 million trees and achieved 8.5% natural area coverage. But more action is needed to reach our 12% target.
4. **Our urban areas will continue to grow and expand.** ERCA will need to continue to work with all partners to plan sustainable communities that reduce urban sprawl, are walkable, have a healthy food supply and incorporate green infrastructure.
5. **ERCA is a sustainable, resilient and valued agency.** To achieve a state of sustainability for the Essex Region, ERCA must be sustainable as an organization

SUSTAINING THE PLACE FOR LIFE

Conservation Authorities are recognized for their efforts to address regional challenges through integrated watershed planning and management. The recently updated *Conservation Authorities Act* changes the way conservation authorities deliver programs and services, but continues to recognize that the objects, or mandate, of Conservation Authorities remains conservation, restoration, development and management of natural resources, which we do on a watershed basis.

As an integrated watershed management agency, our business is built on programs and services that support our region's ecological, social, and economic health. ERCA's staff that are recognized experts across numerous professional fields and while we have a long and accomplished history as expert practitioners, we don't do it alone. We are continually establishing and reaffirming partnerships at every level to support our vision and mission, which we deliver through five Service Areas described below with highlights for 2020.

WATERSHED MANAGEMENT SERVICES

Watershed Management Services ensures that development in the Region progresses in a sustainable manner, is directed away from natural hazards, protects natural heritage features, and protects our water resources.

- Update ERCA's Place for Life Policies to reflect recent changes to the *Conservation Authorities Act* (2017, 2019) and current provincial direction and best practices.
- Negotiate Municipal Memorandums of Understanding to provide clarity around ERCA's involvement in plan input and planning applications under the *Planning Act*.
- Undertake a 3rd party Fee Analysis including engagement with municipalities, the development sector and the Windsor Essex Economic Development Corporation.
- Continue to improve client services by seeking ways to reduce review timelines in keeping with Conservation Ontario Client Services Standards guidelines.
- Coordinate regional Hazard Mapping/Risk Assessment Scoping and Prioritization program with Municipalities, City of Windsor and County of Essex

- Assist in the development of Shoreline Management Plans in Lakeshore, Leamington and lead the Little River Hazard Mapping study at the request of Windsor
- Work with partners to develop short- and long-term plans to address the existing and expected impacts to our region as a result of current and future water levels, flood and erosion hazards, and climate change.
- Implement upgrades and expansions to the Essex Region Watershed Monitoring network including ERCA and municipal Climate Stations to assist in providing flood response, monitoring and reporting

CONSERVATION SERVICES

ERCA's Conservation Services programs protect, restore, and manage natural heritage areas and systems within ERCA's watersheds.

- Construct new pedestrian bridge over a municipal drain on the Cypher Systems Group Greenway to improve trail safety and not impact aquatic habitat.
- Complete road and facilities improvements, and develop a new wetland/ cycling facility at Holiday Beach (with Amherstburg Community Foundation).
- Finalize design and construct new Heritage Centre and shoreline protection at the John R. Park Homestead.
- Continue to replace entrance signs and directional signs leading to our Conservation Areas and explore opportunities for new or leveraged investment in capital facilities and infrastructure.
- Complete management plans for Cedar Creek and John R. Park Homestead.
- Facilitate the donation of the Collavino wetland to ERCA and the initiation of a management plan to allow the public to enjoy this site.
- Initiate the construction of the Peche Island erosion protection and fish habitat project with partners (City of Windsor, SwimDrinkFish, Environment Canada)

WATERSHED RESEARCH SERVICES

ERCA's Watershed Research Services programs protect our local watercourses and drinking water through increased uptake up of agricultural Best Management Practices, enhanced monitoring and policy implementation.

- Complete 45 Risk Management Plans to address Significant Drinking Water Threats on behalf of municipalities and complete Section 36 Assessment Report, Annual Report, and updates to the Essex Region Source Protection Plan Section.

- Continue development of a regional Phosphorus Management Plan and calculation of phosphorous loading in Leamington tributaries.
- Expand water quality monitoring program with support from the OSCIA through the ONFarm program and MECP, and initiate a new partnership with Agriculture Canada as part of Canada's Living Lab program.
- Develop and implement over 50 nutrient and soil health projects with the farming community.
- Host a 2020 WEC3 workshop series, which will include sessions such as Corporate Energy Planning, Asset Management, and Stormwater Financing to help municipalities prepare and plan for climate change.
- Initiate County-wide Municipal Energy Plan with County of Essex, county municipalities, residents and industry.
- Create the range of tools and implement actions identified in the Climate Change Communications Strategy for shared use amongst all municipalities.

COMMUNITY OUTREACH SERVICES

Community Outreach Services are critical to engaging regional partners in conservation practices toward climate action and a sustainable environment.

- Scale up the pilot Indigenous Education Program to all school boards in partnership with local First Nations
- Expand school-based programs offerings during shoulder season to broaden impact while responding to increasing bussing cost pressures.
- Enhance Citizen Science programs to meet regional environmental objectives, streamline schoolyard greening and corporate engagement events.
- improve nature and heritage event implementation to engage more participants and develop metrics to better evaluate engagement strategies and initiatives.
- Continue to evaluate, innovate and implement improvements across our digital platforms for streamlined and enhanced customer service.

CORPORATE SERVICES

Corporate Services provides leadership and management in the delivery of services central to the successful functioning of the entire organization. Corporate services is an enabling service and supports the other Program areas in the organization.

- Participate in consultations towards the development of new regulations pursuant to the *Conservation Authorities Act* to find the best local solutions to support community resilience.

- Finalize a comprehensive procurement policy to address changing needs and support fair and transparent procurement.
- Update the asset management plan, with long term financial strategy, to ensure a sustainable approach to asset replacement.
- Develop new 5-Year Sustainability/Business Plan to support the Strategic Plan and ensure that ERCA has the appropriate resources and is managed in the most effective and efficient way..
- Develop a succession plan to identify, develop and evaluate organizational needs
- Finalize negotiations for new Collective Agreement
- Beta-test new file management system with Corporate Services and Watershed Management Files.
- Launch an Open Data portal for public access to spatial data holdings and a self-service purpose driven GeoCortex property explorer to aid landowners to determine if their property is subject to ERCA regulations.

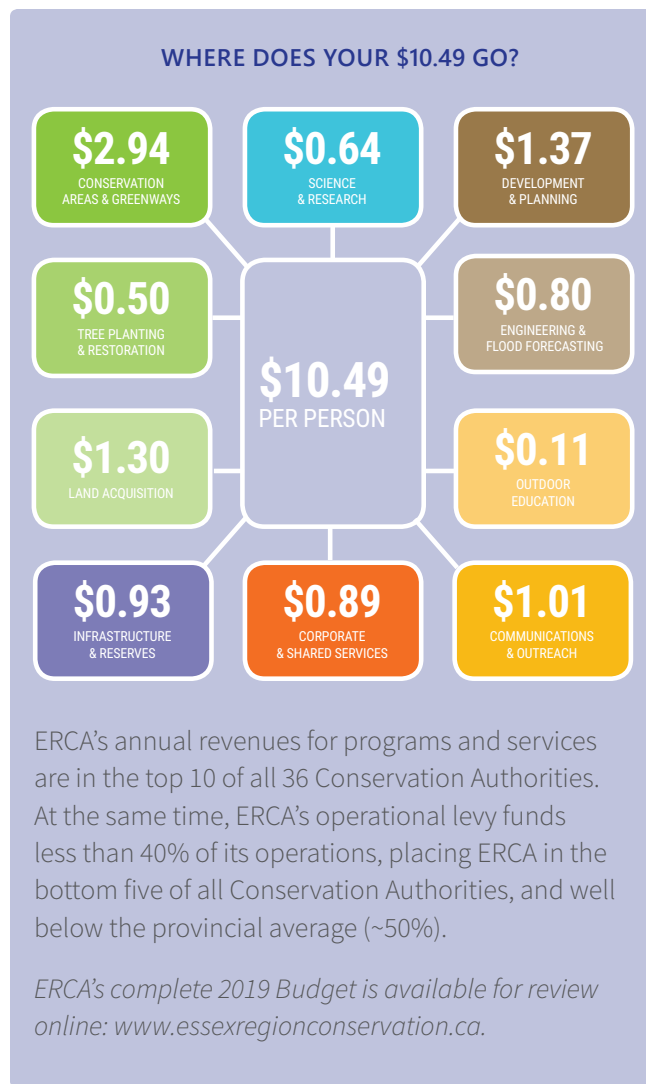
FUNDING CONSERVATION

ERCA's 2020 Budget totals \$10,576,317, which includes a total levy contribution of \$3,386,667. This represents an increase of \$148,000, or \$0.49 per person (\$10.00 to \$10.49 per person) though the actual cost per household (\$250,000) decreased by \$0.12 to \$19.57. The levy increase is primarily a result of the decrease in provincial transfer payments relating to the Flood Forecasting program (\$98,000) and costs associated with human resources.

The budget includes \$2.625 million in municipal special project funding, and \$2.6 million in fee for service revenues. Only 14% of ERCA's budget is funded through Federal Grant (10%), Provincial transfer (2% - natural hazards and source water protection) and Provincial grant (1.2% - Detroit River, Museum Operating Grant, Phosphorous monitoring program) funding.

While this builds a strong case for support, more action is needed to improve the health of our watersheds, reduce phosphorous and blue-green algae in our lakes, provide open spaces and trails that are accessible for people to use, connect and restore forests, wetlands and habitats.

These are essential for sustainable communities to build resilience to climate change, and importantly, attracting and retaining the talent this region desires and deserves.



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Essex Region Conservation
the *place* for life

2019



Annual
Report

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“ Our programs and services are critically important to addressing serious challenges in the region. ”

A Message From The Vice Chair

There's no question that 2019 was a year of unprecedented challenges. We were under an extended flood watch from April until October, and communities across our region felt the devastating impacts of 12 separate flood events. ERCA staff worked vigilantly – in some cases around the clock – to monitor conditions, provide warnings and assist in flood responses.

During this very difficult time, the Province of Ontario cut the funding allocation toward flood and erosion protection by 50%. Despite this significant cut, ERCA's longstanding role in protecting the citizens of Windsor, Essex County and Pelee Island continued to prove crucial to the safety of our region's residents.

Our programs and services are critically important to addressing serious challenges in the region – land degradation, natural

area coverage, water quality, phosphorous and harmful algal blooms, climate adaptation, and sustainable communities. The conservation areas, greenways and trails ERCA provides are key to our tourism industry, economic development and most importantly, the livability of our community.

As municipalities, we collectively identify the priority projects required within our watershed region through our strategic planning, sustainability planning and annual budgeting processes. Our Board and Administration follow the core principle of the *Conservation Authorities Act*: that people living close to the problems are required to solve them; that an Authority only undertakes programs and projects it could face economically, culturally and democratically. Indeed, a conservation authority like ERCA flourishes because

our residents and communities recognize the critical need for the programs and services we deliver within our watershed region.

On behalf of the Board of Directors, I'd like to extend my heartfelt appreciation to all of the partners, volunteers, residents and stakeholders who have come together this year to help create a more resilient and sustainable future for our region.

It is only by moving forward together, that we can improve our resiliency to climate change and ensure our region is the Place for Life.

Sincerely,

Tania Jobin
ERCA Vice Chair



“ *The Conservation Authority model is more relevant today than ever.* ”

A Message From The General Manager

In the 1940s, forestry, agricultural, naturalist and sportsmen's groups began expressing concern that much of Ontario's natural resources were in an 'unhealthy state' as a result of poor land, water and forestry practices. Though the responsibility for managing natural resources lay with the province, these groups argued that the scale of the problem required a new approach.

The province listened, and in 1946, the *Conservation Authorities Act* was passed, creating a tool that enabled municipalities, in partnership with the Province, to establish a Conservation Authority with a mandate "to provide, in the area over which it has jurisdiction, programs and services designed to further the conservation, restoration, development and management of natural resources other than gas, oil, coal and minerals". Importantly, the legislation recognized that the

problems and their solutions are integrated, that decisions are best made by those living closest to the problem, and demanded that action be taken on a watershed basis.

Today, we are facing challenges of a similar scale and scope as a result of changes to our landscape. In fact, at a time when Canada is warming nearly twice as fast as the global average, and when we are experiencing catastrophic flooding throughout the region, the effective and efficient integrated watershed management approach taken by ERCA and all Conservation Authorities is more important than ever before.

Solutions to these problems are interconnected and need to be delivered on a watershed basis. Indeed, tree planting and restoration, agricultural stewardship, protecting and monitoring the health of our Great Lakes, a coordinated

approach to addressing climate change, and robust education and outreach programs are all critical to building a healthy and sustainable community that is resilient to change.

This year, in response to changes to the *Conservation Authorities Act* and the structure of program deliver, our Board of Directors, our municipal partners and the community were clear: the Conservation Authority model is more relevant today than ever; and the integrated watershed management approach is vitally important to the future of our region, the health of our residents and the Province of Ontario.

Yours in Conservation,

Richard J. H. Wyma
General Manager / Secretary Treasurer

Integrated Watershed Management

Integrated Watershed Management manages human activities and natural resources on a watershed basis, taking into account social, economic and environmental issues, as well as local community interests. It is the most effective way of managing environmental impacts and our changing climate, and is the approach used by Conservation Authorities across the province.

Integrated Watershed Management:



1. Is watershed-based, informed by science
2. Requires us to manage natural resources and human activities together
3. Considers the interests and needs of not just the environment but also the economy and society because they are connected and impact each other in good and bad ways
4. Relies on an adaptive management approach which establishes a plan, implements the plan, monitors and reports, and then re-evaluates and updates the plan, if necessary
5. Needs collaborative governance at many levels for shared decision-making and priority setting



Watershed Highlights

In 2019, we continued to implement the priorities identified in our Strategic Plan. Our programs and services are delivered using an integrated watershed management approach – recognizing that all elements of the environment, our economy, and our region’s well-being are interconnected and critical to the sustainability of our region. The following highlights are a snapshot of the projects and programs implemented this year to enrich and sustain the Essex Region as *the Place for Life*.



Climate Change

Our region experienced the impacts of our changing climate, perhaps more profoundly than any other in Ontario.

Following a Flood Watch that extended for more than six months, and 12 separate flood events, there's no question that the need to change our actions to reduce greenhouse gas emissions, slow climate change and adapt to its impacts, is more urgent than ever before. This year, in taking action to address our changing climate, we:

Initiated the Windsor Essex Climate Change Collaborative (WEC3) which includes sector-based implementation teams, including Human Health, the Built Environment, Natural Hazards, Agriculture, Nature & Ecosystems, and Energy; and developed a framework for assessing climate change impacts for these sectors.

Monitored record high lake levels and weather conditions resulting in 48 Watershed Condition days, 147 Flood Watch days and 25 Flood Warning days.

Hosted four High Water Information Workshops in Lakeshore, Windsor, Kingsville and LaSalle, facilitating knowledge exchange with over 1,500 residents.

Monitored 30 Climate Stations, including 18 within the City of Windsor. Initiated discussions with Lakeshore and Essex regarding siting and integrating 6 additional stations.

Created a Climate Change Communications Strategy to help stakeholders at all levels understand local impacts of climate change and actions that can be taken toward mitigation and adaptation.

Initiated a project to review tree species choices and utilization of genetic diversity via local or non-local seed, in partnership with the Forest Gene Conservation Association.

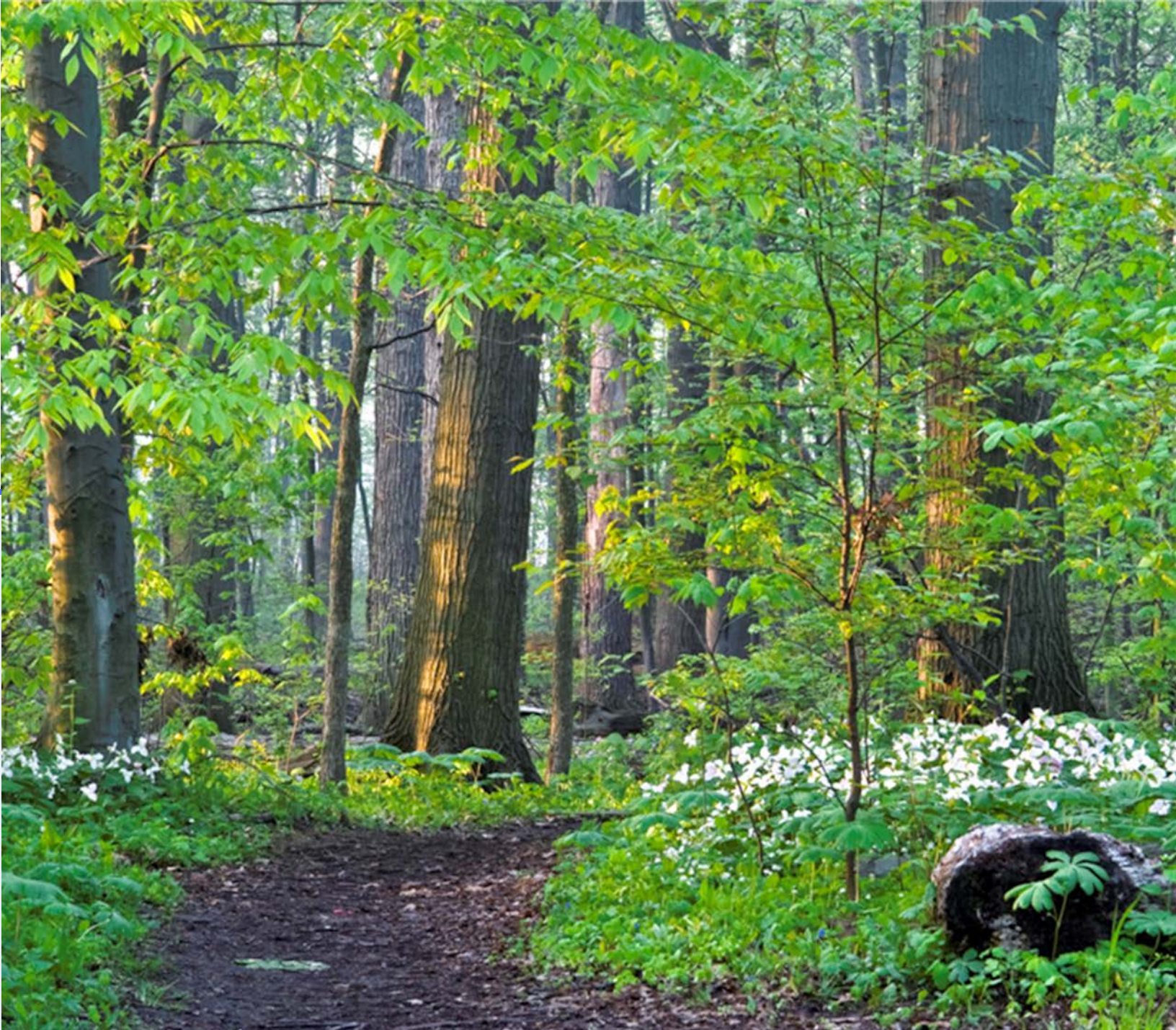
Worked collaboratively with the County of Essex and its seven municipalities to secure funding for a County-wide Community Energy Plan to help advance regional energy conservation priorities and lower emissions.

Hosted a Climate Action Symposium to begin to identify implementation actions and barriers from various sectors impacting and being impacted by Climate Change including municipal energy, natural heritage, and infrastructure.

Responded to high water and clean up after severe storm events at Holiday Beach and along ERCA's Greenways, including the removal of over 500 hazardous trees. High water levels required closure of Tremblay Beach Conservation Area, and areas within Holiday Beach, Hillman Marsh.

Met with Provincial Flood Advisor, and participated in South West Ontario Regional meetings regarding flood management, flood protection and emergency response. Flood Advisor's report includes the recommendation that ERCA and Lower Thames Valley Conservation Authorities work with Windsor-Essex municipalities, Chatham-Kent, and the Provincial and Federal Government to develop a short- and long-term plan to address flooding and shoreline/infrastructure issues in Lake Erie/Lake St. Clair/Detroit River.





“ When I see the projections for what our climate will be like in 2050 and 2080, I think of my daughter, and what it will be like for her. Will the Windsor-Essex community still be her ‘Place for Life’?



I think we can all make a difference, but we need to take urgent climate action and significantly reduce our own impacts, as well as asking our elected officials to put real plans in place to reduce greenhouse gas emissions. This year was a tipping point in awareness, with climate emergency declarations, the devastating spring storms and resulting flooding, and the County of Essex’s leadership in initiating Community Energy Plans. In 2019, there was significant growth in awareness, education and commitment to action that we must continue to build on – with urgency – in the coming years.”

Great Lakes

The Great Lakes are our most significant natural resource.

Land uses, invasive species, and our changing climate continue to negatively impact the health of our Lakes. Our 2012 – 2017 Watershed Report Card identified failing grades for surface water quality in virtually every watershed. More must be done at all levels to protect and improve water quality. This year, to help protect and improve Great Lakes water quality, we:

Monitored surface water quality at 61 sites and groundwater quality at 8 sites across the region. In total, more than 2,500 water quality samples were collected to evaluate watershed health, and calculate nutrient and phosphorous concentrations and loads in partnership with Federal and Provincial Ministries of Environment.

Initiated a Phosphorous Management Plan with support from Environment and Climate Change Canada.

Monitored phosphorous levels impacting Lake Erie at the innovative 10 acre University of Windsor Alumni Association Wetland at Hillman Marsh, in partnership with the University of Windsor Biochemistry department.

Partnered with municipal and provincial implementing bodies to implement 50 policies designed to protect our sources of drinking water.

Completed 28 Risk Management Plans to address Significant Drinking Water Threats on behalf of municipalities.

Initiated required updates to the Essex Region Source Protection Plan and Assessment Report to ensure that our sources of drinking water are protected using the most current information available.

Completed over 25 agricultural Best Management Practices (BMPs) such as cover crops, nutrient management plans and buffer strips on over 500 hectares of land, with support from Environment and Climate Change Canada, as part of the Lake Erie Action Plan to meet phosphorous reduction targets.





“ One of the biggest factors affecting the health of our Great lakes is climate change.



As well, more frequent storm events in the spring are increasing the amount of runoff into our lakes from fields and our landscape. These nutrients feed the algal biomass that we see annually now each summer. It's a massive international problem, and we all have to do our part to be mindful of phosphate-free lifestyles. Using the 4 R's – right time, right rate, right source and right place, as well as implementing best management practices such as cover crops, can reduce the phosphorus running off into our lakes and streams. Phosphorus outputs from municipalities and greenhouses also have to be managed. It's important that we all do our part when it comes to keeping our lakes great.”

- Dr. Katie Stammer, Water Quality Scientist

Landscapes And Habitats

Our landscapes and habitats are among the most significant in Canada.

While we have planted more than 6.5 million trees and increased natural areas coverage from 3.5% to 8.5%, we need to significantly increase the scope and scale of this work to reach our 12% target and to urgently take climate action. This year, ERCA:

Planted almost 60,000 trees on public and private lands, creating an additional 13.5 hectares (35 acres) of new forest habitat despite the rainiest season on record.

Monitored 50 restoration sites demonstrating 85% tree survival rates.

Welcomed more than 100,000 visitors to our conservation areas and greenways to enjoy the outdoor natural and cultural experiences that contribute to community-wide health and well-being.

Introduced 'Greenway Etiquette Guidelines' to promote harmonious shared use of this important trail system.

Hosted 32 outreach events that engaged more than 4,200 regional residents in conservation programs and activities, including creating the Rotary Legacy Forest and the Solcz Family Foundation Forest.

Undertook a Holiday Beach Conservation Area Capital Investment Feasibility Study with Southwest Ontario Tourism Corporation and Tourism Windsor Essex Pelee Island.

Built new boardwalks, resurfaced the road, and began construction of the Enbridge Natural Playground and the University of Windsor Alumni Association Outdoor Classroom at Holiday Beach Conservation Area.

Undertook a shoreline engineering study to identify options to protect the historic John R. Park Homestead buildings.

Strengthened partnerships with First Nations, in order to work more collaboratively and achieve mutual goals.

Continued to monitor for Oak Wilt Disease.

Created new wetland habitat at the Collavino Wetland.

Finalized the Peche Island permitting processes with regulatory agencies.

Continued control of invasive species at Spring Garden Natural Area.

Enhanced Citizen Science Programs included Project Purple, Seed Collection, Garlic Mustard Pulls and Tree Monitoring and Assessment

Revitalized the Youth Engagement Ambassador (YEA) Team and How-To Crew, providing community volunteers with an advanced level of training to assist with proper tree planting techniques during large-scale outreach events.





“ Spring 2019 is the planting season that all foresters and farmers in Southern Ontario want to forget. We received a heavy rainfall each week that prevented the fields from ever drying sufficiently to achieve planting conditions.



As a result, we were unable to plant 20,000 trees that would have created 25 acres of new forest habitat. To try to adapt to these increasingly wet springs, we need to find innovative solutions.

This past fall, we planted 31 acres of planned restoration project lands with cover crops. This will provide traction for our tractors and much needed soil aeration, which will allow us to begin planting trees earlier in spring 2020, regardless of the weather. Ensuring we can carry out our planned tree planting programs is critically important in our region, where we have only 8.5% natural areas. Trees are identified as the most significant ‘natural solution’ to climate change, and so restoration is one of the most important things we can do to take climate action, create habitat and help to mitigate flooding.”

Sustainable Communities

As stated in the Climate Change Emergency declared by the City of Windsor, County of Essex, and many regional municipalities, ‘permanent and robust changes’ to the way we plan our communities are urgently required.

ERCA will need to continue to work with all partners to collaboratively plan sustainable communities that reduce urban sprawl, are walkable, incorporate green infrastructure and are resilient to the impacts of our changing climate. This year, we:

Evaluated 1,305 applications and issued 1,158 permits, including 305 for shoreline maintenance as a result of record high water levels in Lake St. Clair and Lake Erie.

Responded to over 1,300 Miscellaneous Development (MD) inquiries related to questions about property matters, or from prospective purchasers with questions concerning a potential property purchase.

Implemented new Client-centric service standards for high growth area Conservation Authorities and reaffirmed ERCAs Client Services Standards Policy to align with Conservation Ontario Client Services Standards guidelines.

Reviewed 13 Official Plans and secondary plans to ensure local planning decisions address provincial delegated authority responsibilities relative to natural hazards. Continued to advise local municipalities on natural heritage matters.

Reviewed over 800 planning applications under the *Planning Act* (Zoning By-Law amendments, minor variances, consents, etc.). The review of these applications assists landowners and municipalities in reducing risks associated with flooding and erosion and protecting natural heritage, and ensures best practices for sustainable communities are being incorporated into planning and development.

Finalized Environmental Impact Assessment (EIA) Guidelines with municipal partners to ensure regional consistency.

Finalized Stormwater Management Guidelines with municipalities to ensure a consistent set of standards for managing stormwater designs and submissions.

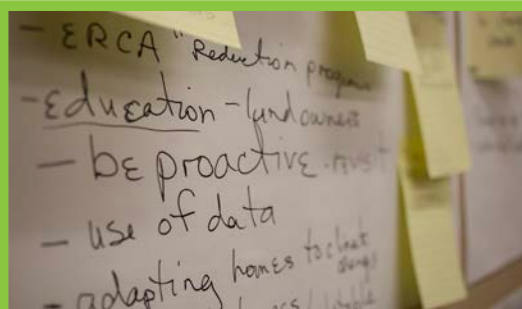
Provided curriculum-based outdoor education for nearly 15,000 elementary and secondary school students, including delivery of Special High Skills Major Certifications.

Improved our web-based permit application process to facilitate development reviews.

Expanded French-language human and natural heritage programs, and created a new interpretive Monarch Life Cycle education program.

Introduced a new pilot Indigenous Education program which was profiled amongst Conservation Authority educators across the Province.

Responded to Province of Ontario's Environmental Registry policy consultations, including the Made-in-Ontario Environment Plan, 10-Year Review of Endangered Species Act, Bill 66 (*Restoring Ontario's Competitiveness Act*, 2018), proposed changes to Conservation Authority permitting and programs and services under Bill 108 (*More Homes, More Choice Act*, 2019), updates to the Canada-Ontario Agreement, and changes to the Provincial Policy Statement, among others.





“ 2019 brought record high water levels to our region that will have lasting impacts on our communities.

For the entire year, we were on guard around the clock, continuously checking water levels, wind direction, short-range and long-range forecasts to alert our municipalities about flood potential. People experienced significant flooding, erosion, financial losses and emotional hardship. Luckily, we were not hit with the 1% chance storm this year, or the results could have been far more catastrophic.



One of the most important outcomes is the growing awareness of what's at stake if we don't all make changes to the way we plan our communities. Climate change projections tell us to expect higher highs and lower lows, which brings about challenges that could be far worse than what we experienced this year. Working to avoid flood related impacts is multi-faceted and we are working closely with our member municipalities on Municipal Flooding Emergency Response Plans, updating Floodplain Maps, Shoreline Management Plans, and various other natural hazard mitigation projects. There is still a lot to do, but we're on the right track.”

- James Bryant, Water Resources Engineer

A Strong, Resilient Organization

ERCA is a sustainable, resilient and valued agency.

Since 1973, ERCA has been striving to achieve a state of sustainability for the Essex Region. We are continually evaluating our programs and services to ensure they are delivered in a streamlined and efficient manner. This year, to further improve our organization's practices, we:

Trained 35 staff in Indigenous Relationship Building to improve consultation, collaboration and partnerships with Indigenous communities.

Implemented a number of mechanisms to ensure that programs and services are transparent to member municipalities and watershed residents and align with the proposed provincial mandatory programs and services.

Formalized policies for Customer Service Standards and Social Media.

Implemented new comprehensive Corporate Administration By-Laws as legislated under the 2017 Amendments to the *Conservation Authorities Act*.

Collaborated provincially on a communications strategy demonstrating the critical importance of Conservation Authorities in protecting the people of Ontario from the impacts of our changing climate.

Implemented significant improvements to our digital media platforms to streamline customer service for a variety of service areas, including permit applications.

Completed update of municipal drains dataset for Pelee Island.

Introduced new Annual Work Plan/Performance Review and Professional Development standards for all staff.

Updated Geocortex with 2019 Aerial photography in partnership with County of Essex and municipalities.

Implemented actions identified in the Employee Engagement Survey.

Continued to support the Essex Region Conservation Foundation in achieving the \$1 million fundraising goal of the Place for Life Campaign.

Advocated for the Essex Region on 56 local, regional, provincial, national and international boards and committees to ensure the unique needs of our region are represented.

Connected with more than 8,500 people through social media outreach.





“ This year we really focused on engagement with our staff.



We have an incredibly dedicated team who are addressing extreme workloads and in many cases, racing the clock to implement environmental protection and restoration priorities and provide exceptional customer service. Tools like our Employee Engagement Strategy, Annual Work Plans and Performance Reviews enabled us to recognize the many accomplishments of our staff while identifying areas of opportunity that allow us to plan for future organizational sustainability. Finding ways to streamline workflows and business processes improves our ability to serve our customers and helps to alleviate stress levels associated with the crucial work our team is undertaking every day.”

ERCA Accountability

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

Climate Change

		2017	2018	2019
Permits Requested		1,042	1,113	1,305
Permits Issued		1,005	992	1158
Clearances Issued		135	179	225
Request for Information Letters Issued		392	273	281
Permits to Take Water Applications		5	3	3
Appeals		10	18	22
Appeals in CA Favour		10	18	22
Violations Issued		34	25	38
Average Response Time for Permits (days)	Minor Development	9.13	9	15
	Major Development	34	12	10
	Alteration to Waterways	8.2	12	6
Number of Structures Located in Floodplain		10,000	10,000	10,000
Kilometres of Watercourses with Floodplain Mapping Completed		609	609	609
Hectares (area) digitally mapped delineating the CA Regulation Limit		38,304	38,304	38,304
Hectares (area) digitally mapped delineating the flooding hazard limit (flood plains)		38,304	38,304	38,304
Metres of shoreline protected from flooding and erosion		250	0	0
\$ Value of Water/Infrastructure Contributions to Municipalities		120,000	10,000	0
Flood Messages / Days	Watershed Conditions	13	17	15 / 48 days
	Flood Watches	11	20	24 / 147 days
	Flood Warnings	4	8	12 / 25 days
	Wind Warnings	1	0	7



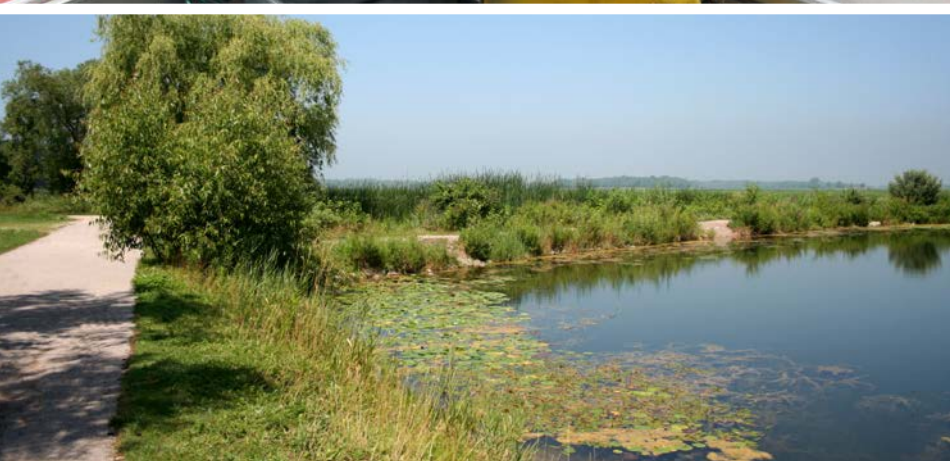
Great Lakes

		2017	2018	2019
Water Quality Improvement Projects Implemented	Agriculture/Other (total)	28	30	80
	Detroit River Watersheds	10	3	7
	Lake Erie Watersheds	13	21	66
	Lake St. Clair Watersheds	5	2	7
Number of wells decommissioned		5	4	3
Number of landowners participating		23	20	16
Number of surface water quality monitoring stations		58	61	61
Number of ground water quality monitoring stations		8	8	8
Number of benthos monitoring stations		20	15	10



Landscapes & Habitats

	2017	2018	2019
Total Landholdings (Hectares)	1,735	1,742	1,740
Hectares of recreational land owned and managed	1,056.8	1056.8	1056.8
Total hectares under forest management plans	44.39	44.39	44.39
Total Taxes for CA Landholdings	\$66,661	\$70,227	\$92,186
Land Acquisition in Reporting Year (in acres)	160	7	0
Value of acquisitions (Fair Market Value)	\$1,562,250	\$426,000	N/A
Total Acres of Habitat Restored	92.5	143	31
Number and Acres of Trees	92,500 trees 70 acres	109,105 trees 96 acres	57,560 30 acres
Number and Acres of Wetlands	6 wetlands 15 acres	6 wetlands 31 acres	1 wetland 0.6 acres
Number and Acres of Prairie	5 sites 7.5 acres	5 sites 16 acres	0
Number of landowners involved in restoration	222	191	217
Trees planted by volunteers	2,973	3,259	6,217
Native plants planted by volunteers	1,610	1,600	30



Sustainable Communities

	2017	2018	2019
Planning Services—transactions/year	822	850	811
Kilometres of Trails owned, managed & developed	98	98	98
Number of volunteers	2,064	2,185	2,057
Number of outreach events	19	30	32
Number of schoolyard naturalization projects	2	2	1
ERCA hosted special events	29	24	22
Number of schools	71	72	75
Number of unique education programs	434	256	307
Number of students	12,224	9,958	14,588
Number of public meetings/workshops	31	22	28
Day Use Visitors to JRPH (estimated)	11,830	11,910	11,625
Day Use Visitors to HBCA (estimated)	12,588	9,600	10,800
Number of seasonal campsites purchased	67	72	72

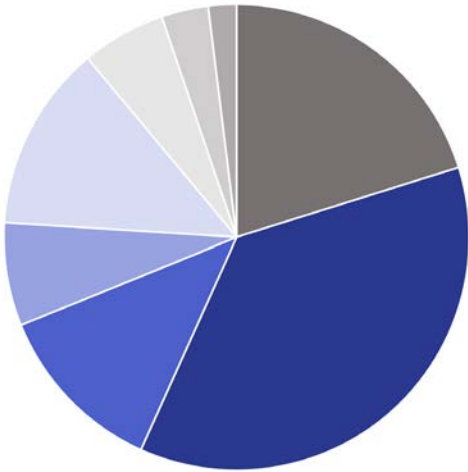
A Strong, Resilient Organization

	2017	2018	2019
Area of CA Jurisdiction	1,681.3 km ²	1,681.3 km ²	1,681.3 km ²
Watershed Population	325,351	323,793	322,715
Staff—Permanent and Long-Term Contract	36	39	38
Staff—Special Grant and Short-Term Full-Time Equivalent Contract	10	12	10
Average Full Time Staff Length of Service	12	9	10
Number of Local Committees, Boards and Advisory Panels with ERCA representation	29	28	24
Number of Provincial Committees, Boards and Advisory Panels with ERCA representation	28	28	26
Number of research studies with ERCA involvement	8	12	7
Number of unique visitors to our website	70,997	65,528*	71,918
Number of Facebook followers	2,948	3,168	4,011
Number of Twitter followers	2,676	2,896	3,159
Number of Instagram followers (launched October 2016)	225	1,061	1,313
Number of Youtube video views	2,550 views 4,893 min	2,400 views 4,500 min	3,500 views 7,854 min

*Some data unavailable due to website changeover.

2019 Financial Review

Projected Use of Funds by Function \$7.24M



Conservation Services	\$2,648,031
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Watershed Research Services	\$877,558
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Community Outreach Services	\$515,498
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Corporate and Shared Services	\$937,245
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Capital Projects	\$423,202
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Transfer to 2020 Activities/Projects	\$235,993
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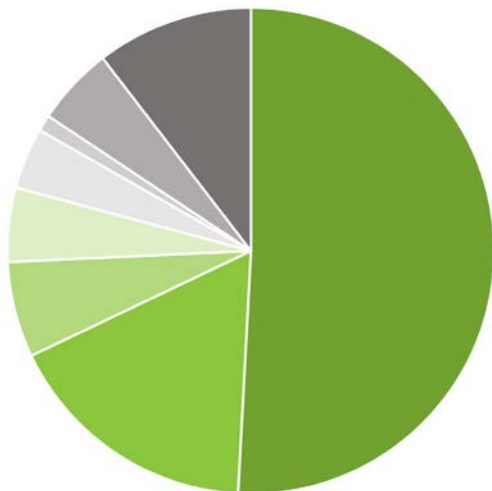
Transfer to Reserves	\$141,550
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Watershed Management Services	\$1,459,879
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Projected Use of Funds by Expense

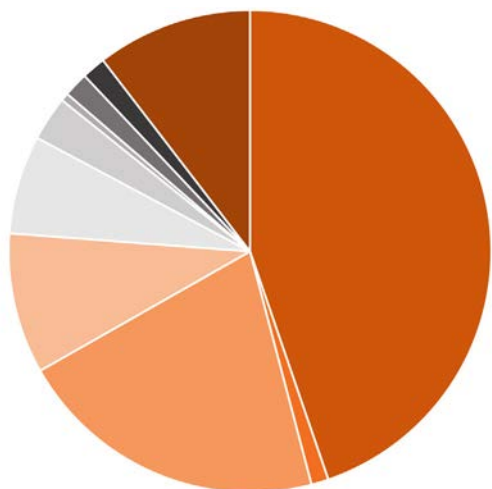
\$7.24M



Compensation	\$3,680,855
Program Materials & Supplies	\$1,234,743
Construction Contracts	\$461,370
Rent, Taxes, Utilities & Insurance	\$356,100
Contracted & Prof Services	\$295,244
Vehicle/Equipment Replacement	\$78,000
Transfer to Reserves & Future Years	\$377,543
Internal chargebacks & recoveries	\$755,100

Projected Funding by Source

\$7.24M



Internal chargebacks/recoveries	\$755,100
Municipal levies	\$3,238,666
Municipal special project contributions	\$83,508
Fee for service	\$1,510,997
Other/ERCF grants	\$682,800
Federal grants	\$478,340
Provincial transfer payments	\$215,976
Provincial special project grants	\$39,000
Prior year's surplus	\$119,568
Interest/in kind/sundry	\$115,000

2019 At A Glance

79

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



172

Days under **flood watch or warning**—a record in this changing climate.



15 days

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



83

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



31

Acres of forest and wetlands restored.



57,560

Trees planted to increase green space.



80

Projects implemented to improve **water quality**.



14,588

Students educated through outdoor education programs.



1,305

Permits requested and reviewed to ensure landowner protection.



2,057

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





facebook.com/**EssexRegionConservation**



@**EssexRegionConservation**



@**EssexRegionCA**



youtube.com/**TheEssexRegionCA**

Contact Us

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

P: 519-776-5209

F: 519-776-8688

W: essexregionconservation.ca

Delegation Request Form

This form must be completed and submitted to the Clerk of the Town of Essex by all persons wishing to address Council at a scheduled meeting of Council. Delegation requests must be submitted by 2:00 p.m. on the Tuesday prior to the scheduled meeting.

Any person who wishes to appear before Council as a Delegation on a matter that relates specifically to a matter contained in the Regular Council Meeting Agenda shall submit a Delegation Request Form no later than 4:30 PM on the Friday immediately preceding the date of the Regular Council Meeting. The Clerk shall have the sole authority to determine if the subject matter does in fact relate specifically to a matter contained in the Regular Council Meeting Agenda for purposes of allowing or denying the Delegation and the Clerk will introduce such Delegation Request Form(s) at the time of adopting the Published Agenda.

Presentations to Council are limited to 5 minutes per person to a maximum of 10 minutes for a group of two persons or more.

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 *

randy voakes

Date of Request *

3/16/2020



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. *

people abusing handicap parking spots and my request is not to have this deferred to accessibility committee

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.

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.

when I was on Council we minunmuly increased the fine it is not working

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) *

63 south Talbot rd s Essex

Your Phone Numbers

Home

Use format 519-776-7336

Work

Use format 519-776-7336

Cell

519 984 6363

Email Address

voakesrandy@gmail.com

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

Randy Voakes

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

The Corporation of the Town of Essex

Report Under Section 284 of the Municipal Act - Statement of Remuneration and Expenses Paid 2019

For the year ended December 31, 2019

Name	Position	Remuneration	Conventions and Conferences ¹	Education and Seminars	Mileage	Sub-total	Remuneration and Expenses Total
Council							
Snively, Larry	Mayor	\$ 41,810	\$ 907	\$ 10	\$ 3,881	\$ 4,798	\$ 46,608
Meloche, Richard	Deputy-Mayor	\$ 25,368		\$ 130	\$ -	\$ 130	\$ 25,498
Bjorkman, Steve	Councillor	\$ 21,288	\$ -	\$ 10	\$ 1,015	\$ 1,025	\$ 22,313
Bondy, Sherry	Councillor	\$ 21,288	\$ -	\$ 10	\$ 1,639	\$ 1,649	\$ 22,937
Bowman, Morley	Councillor	\$ 20,468	\$ 4,149	\$ 10	\$ 627	\$ 4,785	\$ 25,253
Garon, Joseph	Councillor	\$ 21,288	\$ 588	\$ 10	\$ 246	\$ 844	\$ 22,132
Vander Doelen, Chris	Councillor	\$ 21,288	\$ 3,563	\$ 10	\$ 1,871	\$ 5,443	\$ 26,731
Verbeek, Kim	Councillor	\$ 21,288	\$ 4,284	\$ 10	\$ 1,604	\$ 5,898	\$ 27,186
Total		\$ 194,086	\$ 13,491	\$ 197	\$ 10,882	\$ 24,570	\$ 218,656
Police Services Board							
McGuire-Blais, Katie		\$ 1,316	\$ 1,301	\$ -	\$ 127	\$ 1,427	\$ 2,743
Jill Brett		\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ 1,050
Garinger, John		\$ 315	\$ -	\$ -	\$ -	\$ -	\$ 315
Snively, Larry	Mayor	\$ 1,506	\$ 631	\$ -	\$ -	\$ 631	\$ 2,137
Tapping, Richard		\$ 631	\$ -	\$ -	\$ -	\$ -	\$ 631
Verbeek, Kim	Councillor	\$ 1,474	\$ 1,452	\$ -	\$ 15	\$ 1,467	\$ 2,941
Total		\$ 6,293	\$ 3,384	\$ -	\$ 142	\$ 3,526	\$ 9,818
Committee of Adjustment							
Aubin, Sarah		\$ 354	\$ -	\$ -	\$ -	\$ -	\$ 354
Beneteau, Raymond		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Boudreau, Dan		\$ 844	\$ -	\$ -	\$ -	\$ -	\$ 844
Dufour, Percy		\$ 1,159	\$ -	\$ -	\$ -	\$ -	\$ 1,159
Gray, Brian		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Pocock, Phillip		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Total		\$ 5,825	\$ -	\$ -	\$ -	\$ -	\$ 5,825
Drainage Committee							
Boudreau, Dan		\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 1,400
Carter, Kirk		\$ 1,268	\$ -	\$ -	\$ -	\$ -	\$ 1,268
Dufour, Percy		\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ 1,100
Martin, Luke		\$ 1,272	\$ -	\$ -	\$ -	\$ -	\$ 1,272
Weist-Bienzie, Felix		\$ 1,268	\$ -	\$ -	\$ -	\$ -	\$ 1,268
Total		\$ 6,307	\$ -	\$ -	\$ -	\$ -	\$ 6,307
Essex Region Conservation Authority							
Snively, Larry		\$ 60	\$ -	\$ -	\$ 14	\$ 14	\$ 74
Bjorkman, Steve		\$ 60	\$ -	\$ -	\$ 20	\$ 20	\$ 80
Bowman, Morley		\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 540
Vander Doelen, Chris		\$ 600	\$ -	\$ -	\$ 68	\$ 68	\$ 668
Total		\$ 1,260	\$ -	\$ -	\$ 103	\$ 103	\$ 1,363
E.L.K. Energy Inc.							
Snively, Larry	Mayor	\$ 2,269	\$ -	\$ -	\$ -	\$ -	\$ 2,269
Meloche, Richard	Deputy Mayor	\$ 2,325	\$ -	\$ -	\$ -	\$ -	\$ 2,325
Bjorkman, Steve	Councillor	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ 56
Bondy, Sherry	Councillor	\$ 2,325	\$ -	\$ -	\$ -	\$ -	\$ 2,325
Bowman, Morley	Councillor	\$ 2,779	\$ -	\$ -	\$ -	\$ -	\$ 2,779
Garon, Joe	Councillor	\$ 2,269	\$ -	\$ -	\$ -	\$ -	\$ 2,269
Voakes, Randy		\$ 56	\$ -	\$ -	\$ -	\$ -	\$ 56
Total		\$ 12,079	\$ -	\$ -	\$ -	\$ -	\$ 12,079
Miscellaneous							
Telephone - All Council							\$ 4,961
Internet - All Council							\$ 8,320
Total							\$ 13,281
Summary - All Council							
Snively, Larry	Mayor	\$ 45,645	\$ 1,539	\$ 10	\$ 3,895	\$ 5,443	\$ 52,748
Meloche, Richard	Deputy Mayor	\$ 27,693	\$ -	\$ 130	\$ -	\$ 130	\$ 29,483
Bjorkman, Steve	Councillor	\$ 21,404	\$ -	\$ 10	\$ 1,035	\$ 1,045	\$ 24,109
Bondy, Sherry	Councillor	\$ 23,613	\$ -	\$ 10	\$ 1,639	\$ 1,649	\$ 26,922
Bowman, Morley	Councillor	\$ 23,786	\$ 4,149	\$ 10	\$ 627	\$ 4,785	\$ 30,232
Garon, Joe	Councillor	\$ 23,556	\$ 588	\$ 10	\$ 246	\$ 844	\$ 26,061
Vander Doelen, Chris	Councillor	\$ 21,888	\$ 3,563	\$ 10	\$ 1,939	\$ 5,512	\$ 29,060
Verbeek, Kim	Councillor	\$ 22,762	\$ 5,737	\$ 10	\$ 1,619	\$ 7,365	\$ 31,787
Total - All Council		\$ 210,349	\$ 15,575	\$ 197	\$ 11,000	\$ 26,772	\$ 250,402
Summary - All Other							
Aubin, Sarah		\$ 354				\$ -	\$ 354
Beneteau, Ray		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Brett, Jill		\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ 1,050
Boudreau, Dan		\$ 2,244	\$ -	\$ -	\$ -	\$ -	\$ 2,244
Carter, Kirk		\$ 1,268	\$ -	\$ -	\$ -	\$ -	\$ 1,268
Dufour, Percy		\$ 2,259	\$ -	\$ -	\$ -	\$ -	\$ 2,259
Garinger, John		\$ 315	\$ -	\$ -	\$ -	\$ -	\$ 315
Gray, Brian		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Martin, Luke		\$ 1,272	\$ -	\$ -	\$ -	\$ -	\$ 1,272
McGuire-Blais, Katie		\$ 1,316	\$ 1,301	\$ -	\$ 127	\$ 1,427	\$ 2,743
Pocock, Phillip		\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ 1,156
Tapping, Rich		\$ 631	\$ -	\$ -	\$ -	\$ -	\$ 631
Voakes, Randy		\$ 56	\$ -	\$ -	\$ -	\$ -	\$ 56
Weist-Bienzie, Felix		\$ 1,268	\$ -	\$ -	\$ -	\$ -	\$ 1,268
Total - All Other		\$ 15,501	\$ 1,301	\$ -	\$ 127	\$ 1,427	\$ 16,928
Total - All²		\$ 225,850	\$ 16,875	\$ 197	\$ 11,127	\$ 28,199	\$ 267,330

NOTES:
¹ Conventions and Conferences include all expenses related to attending except mileage, which is shown under mileage

² Total - All, includes all related expenses



Report to Council

Department: Development Services
Division: Economic Development
Date: March 16, 2020
Prepared by: Nelson Silveira, Economic Development Officer
Report Number: Economic Development-2020-02
Subject: Building Report and Development Overview February 2020
Number of Pages: 2

Recommendation(s)

That Economic Development -2020-02 entitled Building Report and Development Overview February 2020 prepared by Nelson Silveira, Economic Development Officer dated March 16, 2020 be received for information.

Purpose

To provide council with a monthly update on total construction values and real estate data in the Town of Essex.

Background and Discussion

Please refer to attached Building Report and Development Overview.

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 Approval Details

Document Title:	Building Report and Development Overview February 2020 - Economic Development-2020-02.docx
Attachments:	<ul style="list-style-type: none">- Building 2020-02.pdf- Development Overview - February 2020.pdf
Final Approval Date:	Mar 9, 2020

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



Lori Chadwick, Director, Development Services - Mar 9, 2020 - 3:24 PM



Chris Nepszy, Chief Administrative Officer - Mar 9, 2020 - 3:33 PM

Report Number: Building 2020-02
Date: Mar 5, 2019
Subject: February 2020 Building Report

Number of Permits and Construction Value

Permit Type	Permits Issued	Prior Months	Year Total	Cancelled Permits	Monthly Construction Value	Prior Months Construction Value	Less Cancelled Construction Values	Feb 2020 Construction Values	Feb 2019 Construction Values
Single Family Residence								\$ -	\$ -
Ward 1	12	9	21		\$ 5,771,000.00	\$ 4,459,000.00	\$ -	\$ 10,230,000.00	\$ 800,000.00
Ward 2	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 400,000.00
Ward 3	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 450,000.00
Ward 4	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Multiple Residential	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Addition/Sunrooms	1	2	3		\$ 12,000.00	\$ 145,000.00	\$ -	\$ 157,000.00	\$ 150,000.00
Garages/Carports	1	2	3		\$ 60,000.00	\$ 100,000.00	\$ -	\$ 160,000.00	\$ -
Decks/Porches	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Fences/Pools	1	0	1		\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 36,000.00
Demolition	1	2	3		\$ 5,000.00	\$ 25,000.00	\$ -	\$ 30,000.00	\$ 10,000.00
House Raising	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Pole Barns	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Commercial/Industrial	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 28,600.00
Shed	0	1	1		\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -
Roof	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Septic System	1	0	1		\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -
Sign	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 63,000.00
Green Houses/Winery	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ -
Renovations	0	0	0		\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
Additions/Renovation-Commercial/Industrial/Inst	0	4	4		\$ -	\$ 3,570,000.00	\$ -	\$ 3,570,000.00	\$ -
Plumbing only	1	1	2		\$ 15,000.00	\$ 15,000.00	\$ -	\$ 30,000.00	\$ -
Demolition Out Buildings	1	0	1		\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -
Total Permits/Construction Value	19	21	40	0	\$ 5,894,000.00	\$ 8,349,000.00	\$ -	\$ 14,243,000.00	\$ 2,037,600.00

Permit Fee Totals	
Monthly Total	\$ 41,700.80
Yearly Total	\$ 86,429.55
Previous Year Total	\$ 20,627.95

Monthly Building Permit Totals

Permit Categories	January	February	March	April	May	June	July	August	September	October	November	December	Total	Cancelled Permits	Year Total
Single Family Residence															
Ward 1	9	12										0	21		21
Ward 2	0	0											0		0
Ward 3	0	0											0		0
Ward 4	0	0											0		0
Multiple Residential	0	0											0		0
Addition/Sunrooms	2	1											3		3
Garages/Carports	2	1											3		3
Decks/Porches	0	0											0		0
Fences/Pool	0	1											1		1
Demolition	2	1											3		3
House Raising	0	0											0		0
Pole Barns	0	0											0		0
Commercial/Industrial	0	0											0		0
Miscellaneous	0	0											0		0
Shed	1	0											1		1
Roof	0	0											0		0
Septic System	0	1											1		1
Sign	0	0											0		0
Green Houses/Winery	0	0											0		0
Renovations	0	0											0		0
Additions/Renovation-Commercial/Industrial/Institutional	4	0											4		4
Plumbing only	1	1											2		2
Demolition Out Buildings	0	1											1		1
Total	21	19	0	0	0	0	0	0	0	0	0	0	40	0	40

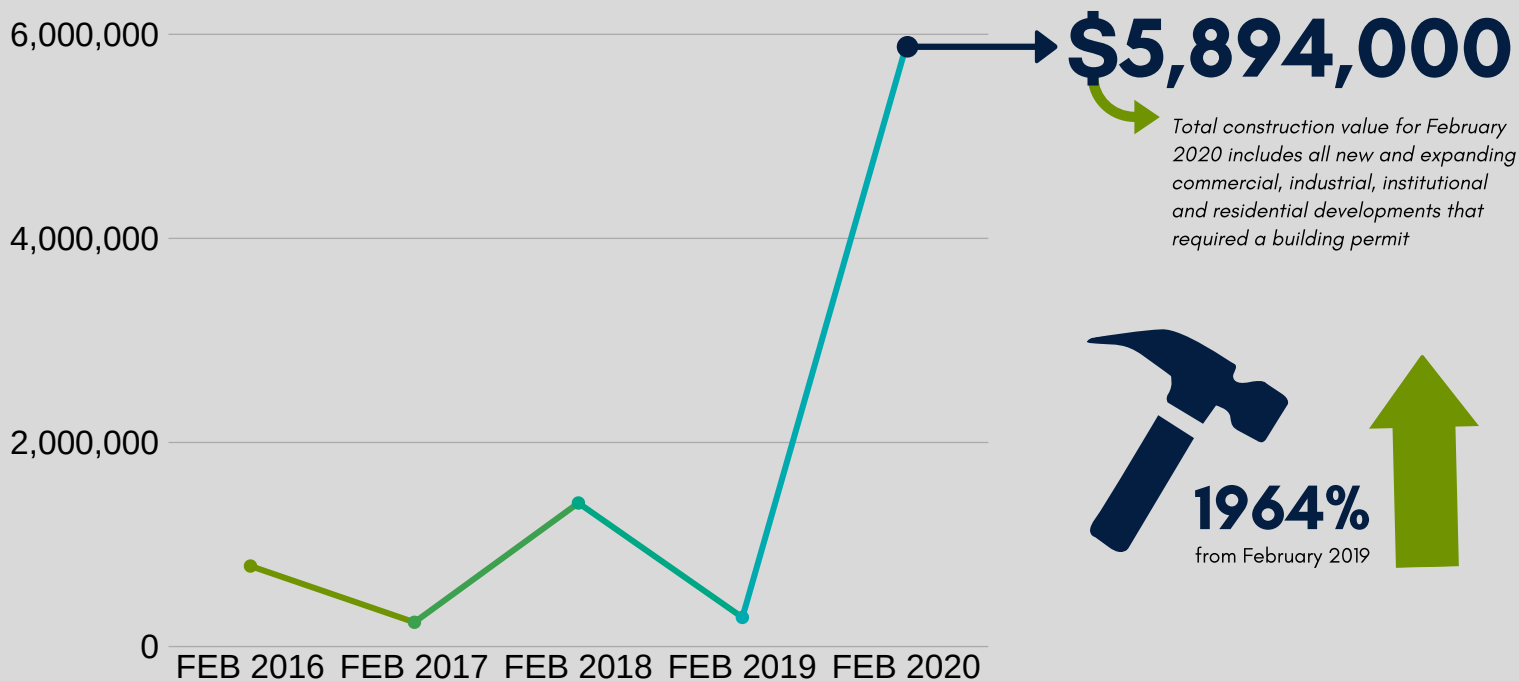
Monthly Permit Fee Totals

Permit Categories	January	February	March	April	May	June	July	August	September	October	November	December	Cancelled		
													Total	Permits	Year Total
Single Family Residence	\$ 25,213.15	\$ 33,093.30											\$ 58,306.45	\$ -	\$ 58,306.45
Single Family Residence-Plumbing	\$ 5,400.00	\$ 7,200.00											\$ 12,600.00	\$ -	\$ 12,600.00
Single Family Residence-Septic	\$ -	\$ -											\$ -	\$ -	\$ -
Multiple Residential	\$ -	\$ -											\$ -	\$ -	\$ -
Additions/Sunrooms	\$ 1,770.00	\$ 100.00											\$ 1,870.00	\$ -	\$ 1,870.00
Garages/Carports	\$ 304.00	\$ 247.50											\$ 551.50	\$ -	\$ 551.50
Decks/Porches	\$ -	\$ -											\$ -	\$ -	\$ -
Fences/Pools	\$ -	\$ 60.00											\$ 60.00	\$ -	\$ 60.00
Demolition	\$ 200.00	\$ 100.00											\$ 300.00	\$ -	\$ 300.00
House Raising	\$ -	\$ -											\$ -	\$ -	\$ -
Pole Barns	\$ -	\$ -											\$ -	\$ -	\$ -
Commercial/Industrial	\$ -	\$ -											\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -											\$ -	\$ -	\$ -
Shed	\$ 100.00	\$ -											\$ 100.00	\$ -	\$ 100.00
Roof	\$ -	\$ -											\$ -	\$ -	\$ -
Septic System	\$ -	\$ 700.00											\$ 700.00	\$ -	\$ 700.00
Sign	\$ -	\$ -											\$ -	\$ -	\$ -
Green Houses/Winery	\$ -	\$ -											\$ -	\$ -	\$ -
Renovations	\$ -	\$ -											\$ -	\$ -	\$ -
Additions/Renovation-Commercial/Industrial/Institutional	\$ 11,591.60	\$ -											\$ 11,591.60	\$ -	\$ 11,591.60
Plumbing only	\$ 150.00	\$ 100.00											\$ 250.00	\$ -	\$ 250.00
Demolition Out Buildings	\$ -	\$ 100.00											\$ 100.00	\$ -	\$ 100.00
Total	\$ 44,728.75	\$ 41,700.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,429.55	\$ -	\$ 86,429.55

Monthly Construction Value Total

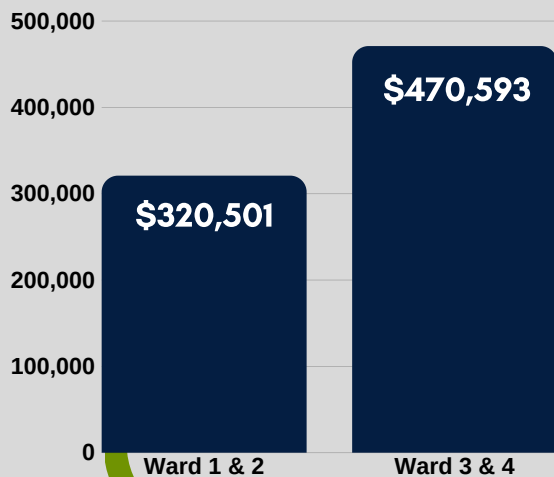
Permit Categories	January	February	March	April	May	June	July	August	September	October	November	December	Total	Cancelled Permits	Year Total
Single Family Residence															
Ward 1	\$ 4,459,000.00	\$ 5,771,000.00											\$ 10,230,000.00	\$ -	\$ 10,230,000.00
Ward 2	\$ -	\$ -											\$ -	\$ -	\$ -
Ward 3	\$ -	\$ -											\$ -	\$ -	\$ -
Ward 4	\$ -	\$ -											\$ -	\$ -	\$ -
Multiple Residential	\$ -	\$ -											\$ -	\$ -	\$ -
Additions/Sunrooms	\$ 145,000.00	\$ 12,000.00											\$ 157,000.00	\$ -	\$ 157,000.00
Garages/Carports	\$ 100,000.00	\$ 60,000.00											\$ 160,000.00	\$ -	\$ 160,000.00
Decks/Porches	\$ -	\$ -											\$ -	\$ -	\$ -
Fences/Pools	\$ -	\$ 1,000.00											\$ 1,000.00	\$ -	\$ 1,000.00
Demolition	\$ 25,000.00	\$ 5,000.00											\$ 30,000.00	\$ -	\$ 30,000.00
House Raising	\$ -	\$ -											\$ -	\$ -	\$ -
Pole Barns	\$ -	\$ -											\$ -	\$ -	\$ -
Commercial/Industrial	\$ -	\$ -											\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -											\$ -	\$ -	\$ -
Shed	\$ 35,000.00	\$ -											\$ 35,000.00	\$ -	\$ 35,000.00
Roof	\$ -	\$ -											\$ -	\$ -	\$ -
Septic System	\$ -	\$ 25,000.00											\$ 25,000.00	\$ -	\$ 25,000.00
Sign	\$ -	\$ -											\$ -	\$ -	\$ -
Green Houses/Winery	\$ -	\$ -											\$ -	\$ -	\$ -
Renovations	\$ -	\$ -											\$ -	\$ -	\$ -
Additions/Renovation-Commercial/Industrial/Institutional	\$ 3,570,000.00	\$ -											\$ 3,570,000.00	\$ -	\$ 3,570,000.00
Plumbing only	\$ 15,000.00	\$ 15,000.00											\$ 30,000.00	\$ -	\$ 30,000.00
Demolition Out Buildings	\$ -	\$ 5,000.00											\$ 5,000.00	\$ -	\$ 5,000.00
Total	\$ 8,349,000.00	\$ 5,894,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,243,000.00	\$ -	\$ 14,243,000.00

Total Monthly Construction Value

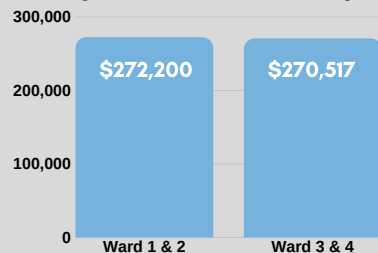


Real Estate

Average Sale Price February 2020



Average Sale Price February 2019



Total Single Family Dwellings sold in February 2020



Ward 1&2: **19 Homes Sold**

Ward 3&4: **4 Homes Sold**

Total Homes Sold 2020





Report to Council

Department: Infrastructure Services
Division: Infrastructure Services
Date: March 16, 2020
Prepared by: Kevin Girard, Director of Infrastructure Services
Report Number: Infrastructure Services - 2020-01
Subject: Engineering Services for Harrow Streetscaping Project
Number of Pages: 11, including attachments

Recommendation(s)

That Infrastructure Services – 2020-01 entitled “Engineering Services for Harrow Streetscaping Project” prepared by Kevin Girard, Director of Infrastructure Services dated March 16, 2020 be received, and

That Council appoint Stantec Consulting Ltd. to provide engineering services to design, assist in procurement, and administer Project GG-20-0008 - Harrow Streetscaping (in accordance with the completed request under Section 22 of the Town of Essex Procurement By-law 1043.

Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required to waive the requirements for proposals, tenders and quotations for consulting and professional services under Section 22.02 of the procurement and disposal of goods and services policy.

Background and Discussion

Since 2018, Stantec Consulting has been developing sanitary and stormwater sewer models for the community of Harrow as part of an optimization study. This study is intended to address hydraulic capacity issues related to climate change, while also addressing development pressures and community growth. Since the Harrow Streetscaping project includes the design of storm sewers within the scope, the flow monitoring and field investigations conducted by Stantec, through the optimization study, give Stantec extensive background knowledge that would otherwise take time and additional effort for another consultant to acquire.

Furthermore, Stantec was the engineer of record for the Queen Street Reconstruction completed in 2002 from King Street to the Philip Ferris Drain. This existing knowledge and expertise of the Town's infrastructure will allow Stantec to competently manage the subject project effectively and efficiently, both creating savings and ensuring timelines are met.

Financial Impact

Stantec's estimate of fees for engineering services for the Harrow Streetscaping (GG-20-0008) for \$506,764.80 (including non-refundable HST) are detailed in the attached proposal. The Town budgeted \$600,000 in engineering and project management costs for the Harrow Streetscaping Project (GG-20-0008). The engineering costs are within the budgeted amount. Also, since procurement of the construction contract has not been completed, it is advised that the current surplus of \$93,235.20 remain as contingency to offset construction costs and potential contract administration fees in the event of unanticipated construction issues.

Based on a review of recent similar projects undertaken by the Town, the estimated engineering costs provided by Stantec for this project appear comparable and reasonable.

Consultations

- Stantec Consulting Ltd.
- Jeffrey Morrison, Director of Corporate Services
- 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.

Report Approval Details

Document Title:	Engineering Services for Harrow Streetscaping Project - - 2020-01.docx
Attachments:	<ul style="list-style-type: none">- Engineering Proposal_Stantec.pdf- Procurement Section 22 - Harrow Streetscaping.pdf
Final Approval Date:	Mar 10, 2020

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

Chris Nepszy, Chief Administrative Officer - Mar 10, 2020 - 10:21 AM



Stantec Consulting Ltd.
140 Ouellette Place, Suite 100, Windsor, ON, N8X 1L9

March 5, 2020
File: 165681095.006

**Attention: Mr. Chris Nepszy, P.Eng., PE,
Chief Administrative Officer**

Town of Essex
33 Talbot Street South
Essex, Ontario, N8M 1W8

Dear Mr. Nepszy,

**Reference: Proposal for Engineering Services
Harrow Centre Streetscaping**

We are pleased to submit our proposal for engineering services for the above referenced project in the Town of Essex (Town).

UNDERSTANDING OF ASSIGNMENT

We recognize the purpose of the contemplated work is to provide streetscaping improvements in the Harrow Centre downtown corridor as outlined in the Streetscaping Design Guidelines prepared by Stempski Kelly Associates Inc..

As such, our assignment is to carry out the detailed design and contract administration for the construction of the proposed streetscaping improvements along Queen Street (County Road 11) from King Street to Colio Drive, along King Street (County Road 20) from Walnut Street to Erie Street (County Road 13) and along McAfee Street from King Street to Maple Avenue as depicted in the attached Figure 1.

It is understood that the redesign of the downtown Harrow streetscape is intended to reinvigorate the community. The design is to carry forward the vision and design principals outlined in the Town of Essex Downtown Harrow Streetscape Design Guidelines (September 2018) and provide a cohesive visual identity and sense of place that is reflective of the Harrow community. The streetscape design is to have consideration for the following:

- *Environmental Resilience / Sustainable Design*
- *Sense of Place*
- *Safety for All Users*
- *Maintenance and Durability*

Careful attention is to be given to how pedestrians and vehicles interact with each other to provide a pleasant and enjoyable environment. Streetscape elements are to be integrated into the existing urban environment, including vehicular entrances, parking and loading zones, alleyway connections and variations in boulevard and sidewalk widths. Stantec's Landscape Architecture team has extensive experience working within a multidisciplinary environment and understand the need to work with all related disciplines to ensure the streetscape design provides a cohesive and unified design solution.

The design is to conform to AODA and CPTED guidelines in relation to functionality and materialism of streetscape elements ensuring a safe and universally accessible pedestrian realm. Surface treatments are to include combinations of either colored concrete and/or unit paving in patterns reflective of the downtown heritage with emphasis placed at intersections and other areas of public realm significance. Street furniture are to include benches, litter and recycle bins, bicycle racks and planters. The Landscape Architecture team is also to assist the Town in developing a seasonal banner program.



March 5, 2020

Mr. Chris Nepszy, P.Eng., PE,

Chief Administrative Officer

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**Reference: Proposal for Engineering Services
Harrow Centre Streetscaping**

Plant material within the streetscape is largely to consist of street trees to enhance the local tree canopy and provide shade and vertical contrast. Species selection is to be native, drought and salt tolerant and follow monoculture practices. Tree planting to incorporate continuous topsoil trenches constructed of open bed planters and/or in tree pits with grates. Existing, healthy trees identified to be retained by Stantec's Arboriculture team is to be incorporated in the design where they will remain undisturbed from the proposed new streetscape work. Low under story plantings may also form part of the softscape strategy in the form of raised planters. These would be located at key areas where seating is provided.

Tree cover in the urban environment is essential to reduce the urban heat island effect and to beautify streets. Stantec's ISA Certified Arborists is to complete a tree inventory for all street trees within the right of way and all trees greater than 10cm diameter at breast height located on adjacent properties that may be impacted by construction.

Arborists are to work with the design team to mitigate impacts to healthy trees where possible. A set of Tree Management Plan (TMP) drawings is to be prepared to support the project deliverables and identify removal and protection measures. Trees requiring specific preservation requirements such as species-at-risk are to be identified on the TMP. Migratory bird act requirements for timing of tree removal are also to be indicated on the TMP. The presence of woody species-at-risk are also to be assessed within 25m of the project limits where it is feasible to do so.

Our scope of work includes the detailed design, preparation of construction drawings, specifications and contract documents followed by tender support services, contract administration and inspection services during the construction period.

It is our understanding that the above proposed works are to be designed, tendered, and constructed in 2020. To achieve this milestone, Stantec is to complete the detailed design and document submittal to the Town for review in spring of 2020 with public tender anticipated in early summer 2020.

In order to carry out the detailed design, a surveying firm will need to be engaged to gather topographic data along the existing & proposed rights-of-way and prepare base plans for the design of the new works.

For this assignment, it is understood that the Town will directly engage and pay the local survey firm of VSHBB Inc. to complete all survey work. It is important that the Town consult with Stantec during the survey procurement process to confirm scope of services required (eg. survey limits, topographical elements/features requiring data collection, etc.). Detailed design and preparation of construction drawings/specifications are to commence immediately after receipt of the survey base plans.

Furthermore, a utility locating firm will also need to be engaged to carry out utility locates in the area of the proposed works to facilitate detailed design. For this assignment, it is understood that the Town will directly engage and pay G-Tel to carry out all such utility locates.

SCOPE OF SERVICES & WORK PLAN

The following scope of services and work plan is proposed for this assignment.

Phase 1 – Design (2020)

Design Period Services

1. Project initiation meeting with Town;
2. Project setup and preparation of project implementation plan including review of detailed scope of services with the Town;
3. Review of property acquisition requirements;



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**Reference: Proposal for Engineering Services
Harrow Centre Streetscaping**

4. Detailed design for streetscaping upgrades including asphalt milling / resurfacing, streetlighting, sidewalks, replacement of storm sewer along King Street, benches, planters, landscaping, garbage cans, and integration of Hydro, Bell, Gas, MNSi and Cogeco upgrades;
5. Coordinate with utilities and utility relocations as required;
6. Coordination with Town of Essex and County of Essex representatives;
7. Attendance at one (1) public information center (PIC) to be held by the Town for public review and input;
8. Preparation of construction drawings;
9. Preparation of construction specifications;
10. Preparation of contract documents including information for tenderers, form of tender and special provisions;
11. Preparation of opinions-of-probable construction cost;
12. Review of deliverables with Town including drawing and contract document revisions until finalized;
13. Preparation of MECP application for submission, if necessary;
14. Preparation of ERCA application for submission to ERCA and Town records, if necessary.

Phase 2 – Construction (2020)

Tender Period Support Services

1. Upon design being finalized and budget approved, Town to arrange for and pay for advertising and call for tenders;
2. During tender period, review and reply to questions from prospective Tenderers, including the preparations of addenda as needed. Town to issue and manage all questions and addenda;
3. Arrange for, coordinate and manage excavation of test pits including geotechnical & geoenvironmental inspection and associated addenda;
4. Review submitted Tenders and prepare tender report including recommendations;
5. Town to award contract and prepare, coordinate and manage the execution of contract documents with the successful contractor. Stantec to assist Town as needed.

Construction Period Services

1. Prepare "Issued for Construction" Contract Documents & Drawings and distribute to Town and successful Contractor;
2. Arrange for and chair pre-construction meeting along with preparation and distribution of minutes;
3. Call, attend and prepare minutes for progress site meetings approximately every two (2) weeks. An allowance for eight (8) site meetings has been carried in this proposal;
4. Arrange for pre-construction photos;
5. Review of shop drawings and submittals from contractor;
6. Full-time onsite inspection during construction period including maintaining a record of construction activity on a daily basis along with construction record information and photos.
An allowance of **960 hours** has been carried in this proposal for onsite inspection based on an estimated total of **80 working days at 12 hours per day** to complete construction.
This inspection allowance is based on implementing only **one inspector** for all the works. Should there arise the need to implement additional inspector(s) due to construction proceeding at multiple locations at the same time, then Stantec shall raise the matter with the Town and request authorization to proceed with additional inspector(s) and the associated additional fees agreed upon;
7. Coordinate with utilities throughout the construction period providing for any ancillary utility relocation work that may be required as construction progresses;



March 5, 2020

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Chief Administrative Officer

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**Reference: Proposal for Engineering Services
Harrow Centre Streetscaping**

8. Coordination with other stakeholders (eg. County of Essex, abutting landowners, etc.), including addressing complaints, concerns, other issues, etc., in conjunction with Town of Essex, that may arise during construction;
9. Coordinate testing of materials to be integrated into the new works including liaising with the Contractor as needed. Stantec is also to review testing reports as needed;
10. Contract administration services including preparation of payment certificates and issuance of Substantial Performance. An allowance for seven (7) payment certificates has been carried in this proposal.

Maintenance Period Services

1. Manage and pursue contractor to rectify identified deficiencies during 2-year maintenance period;
2. Prepare project documentation booklet including construction record drawings;
3. Coordinate and carry out walk-through at end of maintenance period;
4. Prepare final project documentation including release of holdbacks, payment certificates, completion certificates, final certificates, etc.;
5. Close project files.

ENGINEERING FEES

Following is our proposed budget engineering fee based on our understanding of this project and our proposed work plan.

PHASE 1 – DESIGN (2020)

Design Period Services	\$ 236,000
Sub-Total Phase 1 Professional Fees	\$ 236,000
8% Flat Rate Disbursement	\$ 19,000
Total Phase 1 Budget Engineering Fee (HST Exclusive)	\$ 255,000 Budget

PHASE 2 – CONSTRUCTION (2020)

Tender Period Support Services	\$ 10,000
Construction Period Services	\$ 182,000
Maintenance Period Services	\$ 33,000
Sub-Total Phase 2 Professional Fees	\$ 225,000
8% Flat Rate Disbursement	\$ 18,000
Total Phase 2 Budget Engineering Fee (HST Exclusive)	\$ 243,000 Budget

TOTALS - PHASE 1 & 2

Total Phase 1 Budget Engineering Fee (HST Exclusive)	\$ 255,000
Total Phase 2 Budget Engineering Fee (HST Exclusive)	\$ 243,000
Grand Total Budget Engineering Fee (HST Exclusive)	\$ 498,000 Budget

Professional fees shown are in Canadian dollars for engineering work related to the scope of work outlined herein. Expenses, including mileage, incidental printing costs, communications and general office expenses are covered under the Flat Rate Disbursement. Major expenses such as printing of tender issue drawings are extra and it is anticipated that the Town will engage and pay a printing company to undertake this work if needed.

The above budget engineering fee is to be viewed as an upset budget limit for the engineering services outlined in this proposal. Work will be invoiced on an hourly basis for the actual time and effort necessary to carry out the assignment up to the upset budget amount.



March 5, 2020

Mr. Chris Nepszy, P.Eng., PE,
Chief Administrative Officer
Page 5 of 5

**Reference: Proposal for Engineering Services
Harrow Centre Streetscaping**

The above budget engineering fee also does not include any allowance and/or costs for engaging specialty consultants to carry out any specialty work such as surveying, utility locates, geotechnical & geoenvironmental investigations/testing, noise reports, environmental studies, etc. Should any significant and/or unforeseen project specific expenses arise during the course of the project which are not covered under this proposal, then the Town shall reimburse Stantec for the total cost of the expense plus a 10% markup.

Also note that the above budget engineering fee does not include any allowance for advertising and/or venue costs nor for any application fees required by any regulatory agency. All costs and fees related to the above noted particulars including permits and approvals are not included in our fee and will be the responsibility of and at the total expense of the Town.

Further, no allowance has been made nor budget allocated for any work related to property acquisitions, the preparation of legal documents such as those required to obtain easements. Such services shall be the responsibility of the Town to perform and/or procure.

The above budget engineering fee has been established based on our experience on similar projects. This fee is to be reviewed with the Town at the end of each project meeting and adjustments made to the work plan to maintain the fee as requested. Any clear changes in the scope of the work is to be identified and discussed with the Town, as they occur, and the budget fee revised to suit as needed.

Fees for services relating to prompt payment and adjudication under the new Construction Act are not included in our scope of work nor in our fees as Stantec has no knowledge as to how many notices of non-payment will be issued on the project nor how many adjudications will occur. Should the Town require Stantec to provide adjudication assistance, Stantec will provide such assistance on a time and expense basis.

Overall, should it become apparent that the scope of work expands beyond that identified in this proposal and additional engineering services required to ensure the successful completion of this assignment; then Stantec shall advise and request authorization from the Town prior to proceeding with any additional work and the associated additional fees negotiated and processed through a Change Order request.

We trust that you will find our proposal fully meets your needs. We are prepared to commence work immediately upon the execution of a Professional Services Agreement (PSA). A completed "Draft" copy of the PSA is attached to this proposal for the Town's consideration.

Should you have any questions or require clarifications or additional information with respect to this proposal, please contact Mr. Jubenville directly.

Respectfully yours,

STANTEC CONSULTING LTD.

Clarence Jubenville, P. Eng.
Senior Associate & Project Manager
Phone: (519) 966-2250 x241
Fax: (519) 966-5523
clarence.jubenville@stantec.com

Tony Berardi, P. Eng.
Principal & Sector Leader, Water
Phone: (519) 966-2250 x255
Fax: (519) 966-5523
tony.berardi@stantec.com

Attachments - Figure 1
- DRAFT Stantec Professional Services Agreement

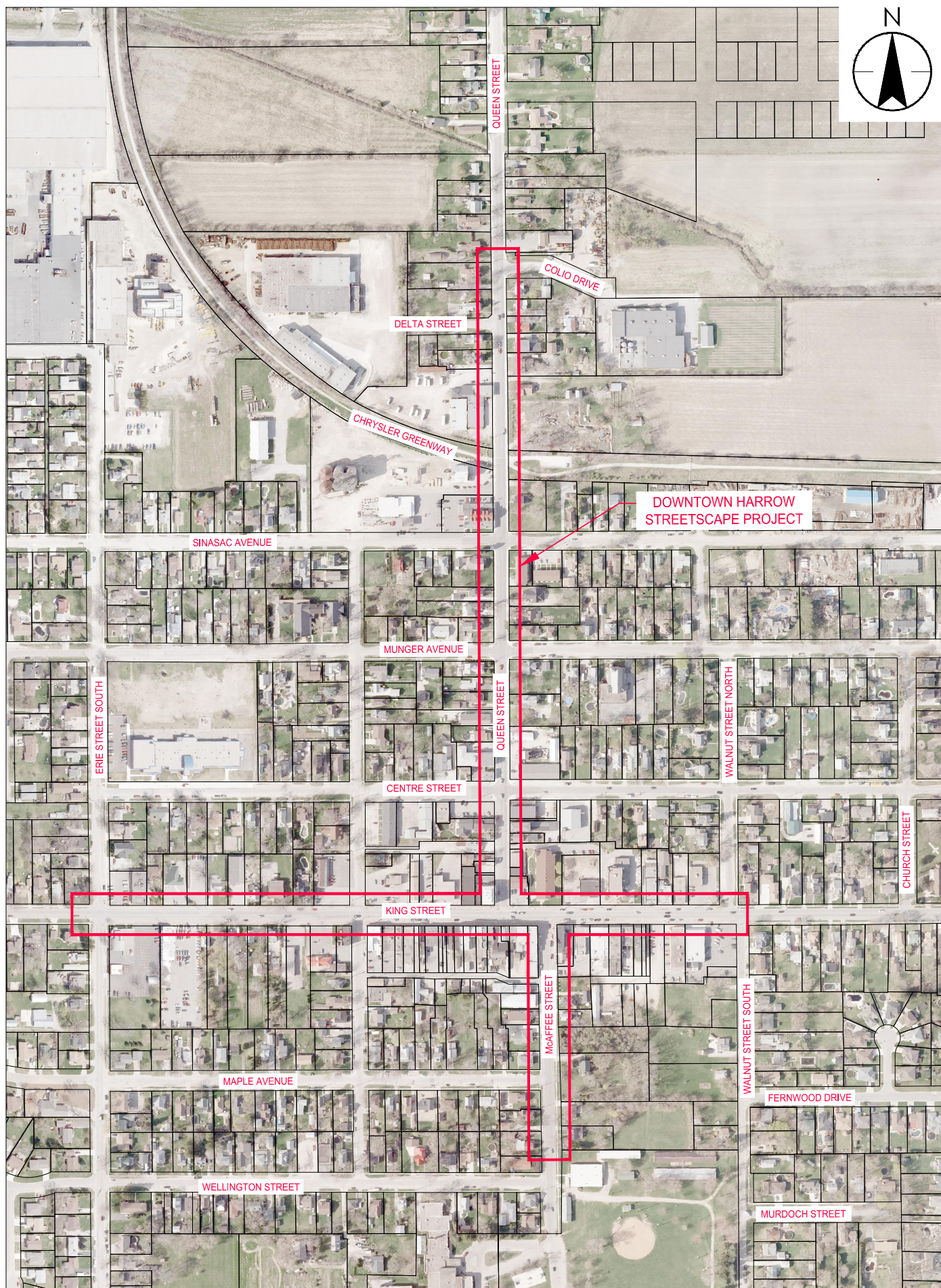


FIGURE 1
Page 60 of 231



Request to Council to Waive Requirement
for Proposals, Tenders and Quotations

33 Talbot St. S. t 519 776 7336
Essex, ON N8M 1A8 f 519 776 8811
www.essex.ca

Note: Requests to waive the requirement for Proposals, Tenders and Quotations are restricted to acquisitions that are predominantly or exclusively for consulting and professional services and must be made in accordance with Section 22.02 of By-Law No. 1043, Procurement & Disposal of Goods & Services Policy. Consulting and professional services means those services requiring the skills of a professional for a defined service and may include architects, engineers, surveyors, planners, financial consultants, lawyers, real estate agents or brokers, etc. Refer to Section 1.02 of the Policy for further examples of consulting and professional services.

1. REASON FOR REQUEST

This represents a formal request to Council to waive the requirement for proposals, tenders and quotations for Consulting and Professional Services under Section 22.02 of the Procurement and Disposal of Goods and Services Policy. This request is being made on the basis of the following criteria (please select at least one of the options below):

- ☐ The works to be performed by the consultant or professional service are a continuation of a previous project (Section 22.02(a) of the By-Law)
- ☐ The firm being recommended has demonstrated unique qualifications to undertake the project (Section 22.02(b) of the By-Law)
- ☐ The project is subject to time constraints (Section 22.02(c) of the By-Law)
- ☐ Other (provide explanation in 3. below)

2. NAME AND TYPE OF CONSULTING OR PROFESSIONAL SERVICE

Name of Professional Service: _____

Type of Professional Service (select one):

- ☐ Engineer ☐ Architect ☐ Surveyor ☐ Financial
- ☐ Planner ☐ Lawyer ☐ Real Estate Agent ☐ IT
- ☐ Appraiser ☐ Other (specify) _____

3. EXPLANATION OF REQUEST

Provide full explanation of how this request meets the criteria of Section 22.02 of By-Law No. 1043, Procurement & Disposal of Goods & Services Policy:



4. REQUESTING DEPARTMENT INFORMATION	
Name of Department Head:	
Department Name:	
Date of Request:	

5. APPROVAL INFORMATION <i>(to be completed by the Mayor and the Clerk of the Town of Essex)</i>	
<input type="checkbox"/> Request Approved	<input type="checkbox"/> Request Not Approved
Date Approved/Not Approved:	
Mayor's Signature:	
Clerk's Signature:	



Report to Council

Department: Development Services
Division: Development Services
Date: March 16, 2020
Prepared by: Lori Chadwick, Director, Development Services
Report Number: Development Services-2020-01
Subject: Infill Residential Development
Number of Pages: 2 + Presentation

Recommendation(s)

That Development Services Report 2020-01 entitled "Infill Residential Development" prepared by Lori Chadwick dated March 16, 2020 be received.

Purpose

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.

Background and Discussion

Please refer to the attached Presentation.

Financial Impact

Please refer to the attached Presentation.

Consultations

Rita Jabbour, Manager, Planning Services

Jeff Watson, Planner

Jeffrey Morrison, Director, Corporate Services

Doug Sweet, Director, Community Services / Deputy CAO

Chris Nepszy, CAO

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 Approval Details

Document Title:	Infill Residential Development - Development Services-2020-01.docx
Attachments:	- Infill Development Presentation to Council - Draft v2.pptx
Final Approval Date:	Mar 9, 2020

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

Chris Nepszy, Chief Administrative Officer - Mar 9, 2020 - 4:38 PM



Infill Residential Development



Development Services Report to Council
March 16, 2020

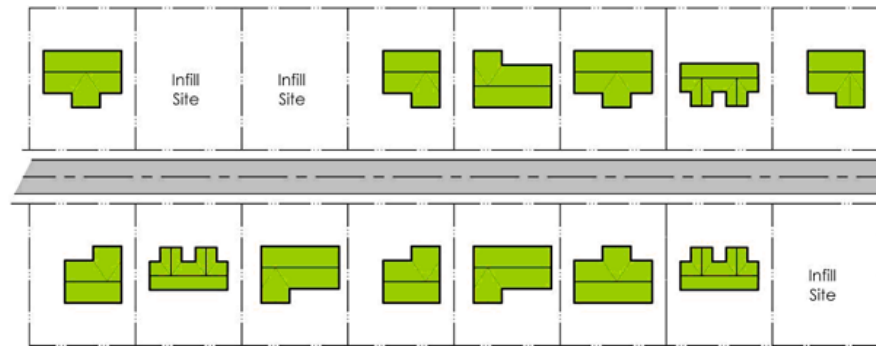


Why are we here today?

- 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.



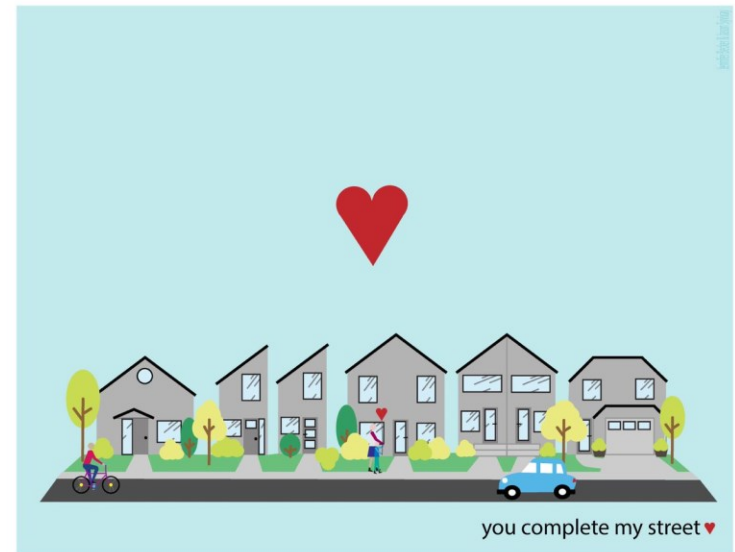


What is excluded from this review of Infill Residential Development?

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

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



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.



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	Full Development
Essex Centre	29	\$331,935.00
Harrow Centre	5	\$0.00
McGregor Centre	2	\$19,678.00
Colchester	70	\$729,340.00
County Road 50	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	Number of	Rezoning Application
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: Infrastructure Services

Division: Capital Works and Infrastructure

Date: March 16, 2020

Prepared by: Jackson Tang, Assistant Manager, Business Services

Report Number: Capital Works and Infrastructure-2020-01

Subject: Results of Request for Tender – 2020 Essex Watermain Improvements

Number of Pages: 5, including attachments

Recommendation(s)

That Capital Works and Infrastructure-2020-01 entitled Results of Request for Tender – 2020 Essex Watermain Improvements prepared by Jackson Tang dated March 16, 2020 be received, and

That Council award the Request for Tender – 2020 Essex Watermain Improvements to Nevan Construction Inc. in the amount of \$1,888,055.04 including non-refundable Harmonized Sales Tax.

Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required for purchases in excess of \$100,000.

Background and Discussion

During the 2020 Capital Budget deliberations, Council approved funding towards the

Essex Watermain Improvements as follows, which include the replacement of existing watermain, services, storm sewer, storm connection, sidewalk pavement milling and re-surfacing of existing roadway:

Project number	Project Name	Approved Budget	Tender Price including non-refundable Harmonized Sales Tax (1.76%)
PW-19-0034/ PW-19-0055	Gordon, Wilson and Station Street Area	\$270,000.00	\$237,609.60
PW-19-0004/ PW-19-0049	Queen Street Improvements	\$440,372.00	\$407,268.96
PW-20-0044	Queen Street Storm	\$290,000.00	\$230,842.56
WW-19-0013/ WW-20-0004	Gordon, Wilson, Fox, Station Street Main Replacement	\$1,040,536.00	\$730,229.76
WW-19-0009/ WW-20-0014	Queen Street (Phillip Ferris to Concession 3), Queen Watermain (Ward 4)	\$515,097.00	\$282,104.16
Total		\$2,556,005.00	\$1,888,055.04

A Request for Tender following the guidelines as set out in the Town's Procurement By-Law Number 1043 were posted both on the Town's website and Merx, and closed at 3:00:00 pm on March 04, 2020.

The results of the submitted prices for the Request for Tender are summarized below:

Name of Bidder	Total Tender Price including Harmonized Sales Tax (13%)	Total Tender price including non-refundable Harmonized Sales Tax (1.76%)
Nevan Construction Inc.	\$2,096,602.00	\$1,888,055.04
Sherway Contracting (Windsor) Ltd.	\$2,099,184.05	\$1,890,380.26
Sterling Ridge Infrastructure Inc.	\$2,134,514.63	\$1,922,196.54
Rudak Excavating Inc.	\$2,190,392.00	\$1,972,515.84

Major Construction (2010) Ltd.	\$2,206,647.05	\$1,987,154.02
Coco Paving Inc.	\$2,250,960.00	\$2,027,059.20
J & J Lepera Infrastructures Inc.	\$2,260,000.00	\$2,035,200.00
D'Amore Construction (2000) Ltd.	\$2,385,656.00	\$2,148,357.12
Amico Infrastructures Inc.	\$2,405,164.32	\$2,165,924.97
SheaRock Construction Group Inc.	\$2,478,332.95	\$2,231,815.59

As noted in the summary provided by the Town's Consultant, RC Spencer Associates Inc.'s, the lowest tender received from Nevan Construction Inc. is recommended. Nevan Construction Inc. has worked for the Town of Essex on various projects in the past with satisfactory services. A copy of the RC Spencer Associates Inc.'s summary is attached with a total tender price including Harmonized Sales Tax.

Financial Impact

As per the 2020 approved capital budget, \$2,556,005.00 has been allocated for the subject works. This Request for Tender result (\$1,888,055.04 including the non-refundable Harmonized Sales Tax) is within our budgeted funds.

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 Approval Details

Document Title:	Results of Request for Tender – 2020 Essex Watermain Improvements - 2020-01.docx
Attachments:	- Tender Results - Project No. 20-970.pdf
Final Approval Date:	Mar 10, 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". The signature is fluid and cursive, with a period at the end.

Chris Nepszy, Chief Administrative Officer - Mar 10, 2020 - 3:42 PM



RC SPENCER ASSOCIATES INC.
Consulting Engineers

5 March 2020
File No.: 20-970

Corporation of the Town of Essex
33 Talbot Street South
Essex, Ontario N8M 1A8

Attention: Mr. Richard Beausoleil, CRS-S
Manager, Capital Works and Infrastructure

Re: 2020 Essex Watermain Improvements
Tender Results

Dear Richard:

Tender submissions for the 2020 Essex Watermain Improvements were received on March 4, 2020. The results of the tender submissions, including HST, are listed below in ascending order:

<u>Contractor</u>	<u>Bid</u>
Nevan Construction Inc.	\$2,096,602.00
Sherway Contracting	\$2,099,184.05
Sterling Ridge Infrastructures	\$2,134,514.63
Rudak Escavating Inc.	\$2,190,392.00
Major Construction (2010) Ltd.	\$2,206,647.05
Coco Paving Inc.	\$2,250,960.00
J & J Lepera Infrastructures Inc.	\$2,260,000.00
D'Amore Construction (2000) Ltd.	\$2,385,656.00
Amico Infrastructures Inc.	\$2,405,164.32
SheaRock Construction Group Inc.	\$2,478,332.95

We have checked the tender submissions and determined that there were no mathematical errors made by the bidders. As such, the bid amounts listed above are the correct bid amounts. As you can see, we have received some very competitive bidding.

We further note that your budget cost estimate was \$2,556,000.00.



We would recommend that the Corporation of the Town of Essex enter into an agreement with Nevan Construction Inc. to complete the 2020 Essex Watermain Improvements project as specified.

A copy of the bid breakdown matrices of the 3 lowest bidders is attached for your information and use.

We trust that this is sufficient for your current needs; however, should you require anything further, please call.

Yours Truly,
RC Spencer Associates Inc.



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

Cc: Jackson Tang



Report to Council

Department: Office of the CAO
Division: Office of the CAO
Date: March 16, 2020
Prepared by: Chris Nepszy, P.Eng., PE
Report Number: CAO-2020-02
Subject: Municipal Modernization Program Intake 1: Consulting Services
Number of Pages: 5

Recommendation(s)

That report CAO-2020-02 entitled Municipal Modernization Program Intake 1: Consulting Services prepared by Chris Nepszy dated March 16, 2020 be received, and

That Council appoint StrategyCorp to provide consulting services to perform Internal and Shared Service Delivery Review for the Town of Essex in accordance with the completed request under Section 22 of the Town of Essex Procurement By-Law 1043.

Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required to waive the requirements for proposals, tenders and quotations for consulting and professional services under Section 22.02 of the procurement and disposal of goods and services policy.

Background and Discussion

On November 1, 2019 the Honourable Steven Clark, Minister of Municipal Affairs and Housing advised that Intake 1 of the Municipal Modernization Program would be available to Municipalities. Under this program the Province made \$125 million available through 2022-2023 to help small municipalities (under 100,000 population) to conduct new service delivery reviews.

The Municipal Modernization Program established by the Province, provided the Town an opportunity to conduct a service delivery review by an independent third party to identify opportunities for the Town of Essex to recognize savings and efficiencies. Such projects could have included a review of service delivery and modernization opportunities, and a review of administrative processes to reduce costs.

The outcome from such a review would benefit the taxpayers and may assist in reducing or containing cost pressures faced by the municipality. Furthermore, it is acknowledged that with current trends and announcements from the Provincial Government is to reduce grants and funding (OMPF, Gas Tax, etc.) the Town will be forced to address levels of service and look to other solutions to remain sustainable, such as regional or shared services.

Earlier this year the Town was notified that the Government of Ontario will provide funding of up to \$200,000.00 towards an Internal and Shared Service Delivery Review for the cost of an independent third-party reviewer to deliver a final report by June 30, 2020.

The Town of Amherstburg recently conducted a transparent Request for Proposal process, and their Council awarded a virtually identical Service Delivery Review to StrategyCorp in the amount of \$140,786.75 (HST included).

In anticipation of a second intake of this program, The Town of Amherstburg recently passed a motion to seek participation in a future shared services review from all regional municipalities. Although the Province announced that there would be no forced

amalgamations in light of the recent review undertaken in the GTA, they have also indicated that they would provide municipalities with resources to support local decision making that would drive efficiencies locally. Having the local municipalities be willing to consider an approach to begin reviewing these services could benefit the region as a whole.

Administration is recommending to utilize StrategyCorp, the same consultant as Amherstburg in order to deliver a regionally minded joint service delivery review within the tight timelines provided by the province.

To be successful, this project requires the combination of political acuity to re-engineer resident-centered services and the substance of analyzing and improving current state processes and structures to reach implementable solutions. StrategyCorp combines political sensitivity and awareness with the substance of management consulting methodologies.

They propose to combine the knowledge of seasoned management consultants with the know-how of their Municipal Services group, which have served over 100 municipalities in the past 5 years alone on strategic plans and organizational and operational reviews. They also conduct an annual survey for CAOs from across Ontario and are deeply attune to the issues that are top of mind for municipal staff.

StrategyCorp is currently engaged in several service delivery review projects, including the Town of Amherstburg. They have also been engaged to conduct joint service delivery reviews for the Frontenac Municipalities and Counties of Haliburton and Elgin, respectively. Further, in December 2019, their team completed a service delivery review for the Town of Newmarket, which resulted in an estimated \$2.6 million in direct savings and nearly \$4 million in productivity and cost avoidance that the Town could achieve annually.

A successful service delivery review must also consider the distinct opportunities and challenges facing local municipalities. There is no 'one-size-fits-all' when it comes to the municipal sector. The Town of Essex is one of seven lower-tier municipalities in the County of Essex with a population of just over 20,000. Essex has a unique structure, given that the majority of its population is spread across four centres along with a large, rural geographic

area. This has direct implications for the Town's assets and services. Town staff operate out of eight facilities that are scattered across the region, and there are separate sewage systems, separate water systems, multiple fire halls and police stations that all need to be managed.

It is acknowledged that Essex is committed to ensuring long-term financial sustainability and this involves identifying how it can provide service excellence and "do things better" without reducing services, sacrificing the quality of those services or cutting jobs. Further, in considering the Town of Essex's current service delivery model, it is critical to understand that it, as a lower-tier municipality, Essex can be directly affected by the financial impact of joint services provided by the County as well as its neighbouring municipalities. For this reason, a review of the Town's internal services will consider and review both existing shared service agreements as well as opportunities for municipal partners to work together and eliminate waste, duplication and overlap. StrategyCorp's existing project with Amherstburg, as well as extensive experience and knowledge will allow for the Town of Essex Service Delivery Review to be performed effectively and efficiently, both creating savings and ensuring timelines are met, while working towards identifying and reviewing shared services opportunities with a regional mindset.

Financial Impact

StrategyCorp's proposal of fees for consulting services for the Essex Internal and Shared Delivery Review is \$140,786.75 (including HST) which is within the successful grant awarded of \$200,000. The proposed estimate of fees for the Town of Essex work is the same for those proposed for the Town of Amherstburg and appear reasonable.

Consultations

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.



Request to Council to Waive Requirement for Proposals, Tenders and Quotations

33 Talbot St. S. t 519 776 7336
Essex, ON N8M 1A8 f 519 776 8811
www.essex.ca

Note: Requests to waive the requirement for Proposals, Tenders and Quotations are restricted to acquisitions that are predominantly or exclusively for consulting and professional services and must be made in accordance with Section 22.02 of By-Law No. 1043, Procurement & Disposal of Goods & Services Policy. Consulting and professional services means those services requiring the skills of a professional for a defined service and may include architects, engineers, surveyors, planners, financial consultants, lawyers, real estate agents or brokers, etc. Refer to Section 1.02 of the Policy for further examples of consulting and professional services.

1. REASON FOR REQUEST

This represents a formal request to Council to waive the requirement for proposals, tenders and quotations for Consulting and Professional Services under Section 22.02 of the Procurement and Disposal of Goods and Services Policy. This request is being made on the basis of the following criteria (please select at least one of the options below):

- ☐ The works to be performed by the consultant or professional service are a continuation of a previous project (Section 22.02(a) of the By-Law)
- ☒ The firm being recommended has demonstrated unique qualifications to undertake the project (Section 22.02(b) of the By-Law)
- ☒ The project is subject to time constraints (Section 22.02(c) of the By-Law)
- ☐ Other (provide explanation in 3. below)

2. NAME AND TYPE OF CONSULTING OR PROFESSIONAL SERVICE

Name of Professional Service: Service Delivery Consulting

Type of Professional Service (select one):

- | | | | |
|------------------------------------|---|--|------------------------------------|
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Architect | <input type="checkbox"/> Surveyor | <input type="checkbox"/> Financial |
| <input type="checkbox"/> Planner | <input type="checkbox"/> Lawyer | <input type="checkbox"/> Real Estate Agent | <input type="checkbox"/> IT |
| <input type="checkbox"/> Appraiser | <input checked="" type="checkbox"/> Other (specify) _____ | | |

3. EXPLANATION OF REQUEST

Provide full explanation of how this request meets the criteria of Section 22.02 of By-Law No. 1043, Procurement & Disposal of Goods & Services Policy:

StrategyCorp's existing project with Amherstburg, as well as extensive experience and knowledge will allow for the Town of Essex Service Delivery Review to be performed effectively and efficiently, both creating savings and ensuring stringent timelines are met, while workings towards identifying and reviewing shared services opportunities and a regionally minded joint review.



4. REQUESTING DEPARTMENT INFORMATION	
Name of Department Head:	Chris Nepszy
Department Name:	CAO
Date of Request:	March 16, 2020

5. APPROVAL INFORMATION (to be completed by the Mayor and the Clerk of the Town of Essex)	
<input type="checkbox"/> Request Approved	<input type="checkbox"/> Request Not Approved
Date Approved/Not Approved: _____	
Mayor's Signature: _____	
Clerk's Signature: _____	



Report to Council

Department: Community Services
Division: Parks and Facilities
Date: March 16, 2020
Prepared by: Jackson Tang, Assistant Manager, Business Services
Report Number: Parks and Facilities-2020-01
Subject: Results of Request for Tender – Essex Splash Pad Wash Room/Change Room Upgrade
Number of Pages: 4, attachments

Recommendation(s)

That Parks and Facilities-2020-01 entitled Results of Request for Tender – Essex Splash Pad Wash Room/Change Room Upgrade prepared by Jackson Tang dated March 16, 2020 be received, and

That Council **award** the Request for Tender - Essex Splash Wash Room/Change Room Upgrade to 2519181 Ontario Inc. O/A Preston Construction in the amount of \$151,902.56 including non-refundable Harmonized Sales Tax applicable to the Town of Essex.

Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required for purchases where the total contract price is in excess of \$100,000. This report is to seek Council's approval to appoint a qualified supplier to upgrade the Essex Splash Pad Washroom/Change Room.

Background and Discussion

A Request for Tender following the guidelines as set out in the Town's Procurement By-Law Number 1043 was posted both on the Town's website and Merx, and closed on March 4, 2020 at 3:00:00 PM.

The results of the submitted prices for the Request for Tender are summarized below:-

Name of Bidder	Total Tender Price including Harmonized Sales Tax (13%)	Total Tender Price including Non-Refundable Harmonized Sales Tax (1.76%)
2519181 Ontario Inc. O/A Preston Construction	\$168,681.10	\$151,902.56
Vince Ferro Construction Ltd.	\$208,574.00	\$187,827.35
Matassa Inc.	\$199,000.00	\$179,205.67
TCI Titan Contracting Inc.	\$207,000.00	\$186,409.92

As noted in the Town's consultant, Architecttura Inc.'s summary, the lowest tender received from Preston Construction Inc. is recommended. A copy of the Architecttura Inc.'s summary is attached with the total tender price including Harmonized Sales Tax.

Financial Impact

As per the 2020 approval capital budget, \$234,556 has been allocated towards this project. The total of the Essex Splash Wash Room/Change Room Upgrade is \$151,902.56 including non-refundable Harmonized Sales Tax applicable to the Town of Essex which is within the approved 2020 capital budget.

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 Approval Details

Document Title:	Results of Request for Tender-Splash Pad Washroom Upgrade - Parks and Facilities-2020-01.docx
Attachments:	- 2020 03 05 Recommendation for TofE.pdf
Final Approval Date:	Mar 10, 2020

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

John Olsen, Manager, Parks and Facilities - Mar 10, 2020 - 2:42 PM

A handwritten signature in black ink, appearing to read "John Olsen", with a stylized flourish at the end.

Doug Sweet, Director, Community Services/Deputy CAO - Mar 10, 2020 - 3:30 PM

A handwritten signature in black ink, appearing to read "Chris Nepszy", with a stylized flourish at the end.

Chris Nepszy, Chief Administrative Officer - Mar 10, 2020 - 3:35 PM

March 5, 2020

Corporation of the Town of Essex
33 Talbot Street South
Essex, ON N8M 1A8

Attention: Jackson Tang

We have reviewed the tenders for Essex Splash Pad Washroom / Change Room Upgrades. The submitted tenders were found to be generally in order.

The total tender prices excluding HST as submitted are as follows:

	<u>Tender Price</u>	<u>Submissions of A-H</u>	<u>Inclusive of Addendum 1,2 &3</u>
Preston Construction	\$168,681.10	x	x
Vince Ferro	\$208,574.00	x	x
Matassa	\$199,000.00	x	x
TCI Titan	\$207,000.00	x	x

Based on the tenders received Preston Construction. submitted the lowest tendering the amount of \$168,681.10 including HST. We are recommending that the contract for Tender RFT – CS20-002 “Essex Splash Pad Wash Room/ Change Room Upgrades” be awarded to Preston Construction.

Yours truly;



Carmen Brunone OAA MRAIC



Union Water Supply System

P.O. Box 340, 1615 Union Avenue, Ruthven, Ontario, N0P 2G0

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

Email: rbouchard@unionwater.ca

www.unionwater.ca

SENT BY: EMAIL

February 19, 2020

Municipality of Leamington

111 Erie St. N.

Leamington, Ontario

N8H 2Z9

Attention: Mr. Peter Neufeld, Chief Administrative Officer

Town of Kingsville

2021 Division Road North

Kingsville, Ontario

N9Y 2Y9

Attention: Ms. Peggy Van Mierlo-West, Chief Administrative Officer

Town of Essex

33 Talbot Street South

Essex, Ontario

N8M 1A8

Attention: Mr. Chris Nepszy, Chief Administrative Officer

Town of Lakeshore

419 Notre Dame Street

Belle River, Ontario

N0R 1A0

Attention: Mr. Truper McBride, Chief Administrative Officer

RE: Union Water Supply System Annual Report for 2019 in accordance with Section 11 O. Reg. 170/03

At its meeting on February 19, 2020, the Joint Board of Management of the UWSS received the Annual Report for 2019 prepared in accordance with Section 11 of O. Reg. 170/03. By this letter and as required by O. Reg. 170/03 I am providing the owners of the drinking water systems that obtain water from the UWSS with a copy of the UWSS Annual Report for 2019.

I request that you do the following:

1. Provide each member of your municipal council with the report on or before February 28, 2019.
2. Provide a copy of the report to anyone who requests it, free of charge (Section 11 (8) O. Reg. 170/03) (Copies will also be made available free of charge at the Ruthven WTP).

3. Post a copy of the report on your municipal website (Section 11(10), O. Reg. 170/03).
4. Include a notice that the report is available at your municipal office and at the Ruthven Water Treatment Plant in any newsletter or other notice that you issue to your residents (Section 11(9.1) O. Reg. 170/03).

Please call me if you have any questions.

Yours truly,



Rodney Bouchard, Manager
Union Water Supply System Joint Board of Management

kmj

Filename: c:\users\khristine johnson\documents\annual-summary\2019\02-18-20 ltr to caos re - uwss annual rpt for 2019.docx

CC: Robert Sharon, Shannon Belleau, Nelson Carvalho, John Kehoe, Andrew Plancke, Shaun Martinho, Andy Graf, Kevin Girard, Nelson Cavacas, Dale Dillen, Ken Penney, Sam Wen, Dave Jubenville



Ontario Clean Water Agency
Agence Ontarienne Des Eaux



Annual Performance Report

Union Area Water Supply System

Drinking Water System # 210000853

2019

**Prepared for the Corporation of the Town of Kingsville, the Corporation of the Town of
Essex, the Town of Lakeshore & the Municipality of Leamington**

By the Ontario Clean Water Agency
Sam Wen
Process & Compliance Technician
swen@ocwa.com
519-326-4447



ANNUAL REPORT

Drinking-Water System Number:	210000853
Drinking-Water System Name:	Union Area Water Supply System
Drinking-Water System Owner:	Union Area Water Supply System Joint Board of Management (Municipality of Leamington, Town of Kingsville, Town of Essex, Town of Lakeshore)
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	01-January-2019 to 31-December-2019

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [X] No []</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p><i>Union Water Treatment Plant P.O. Box 340, 1615 Union Ave., Ruthven, Ont. N0P 2G0</i></p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; padding: 2px; width: 100px;">N/A</div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; padding: 2px; width: 100px;">N/A</div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
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Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Municipality of Leamington	220004992
Town of Kingsville	220003403
Town of Essex	220003680
Town of Lakeshore	260004995



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [X] No []

Indicate how you notified system users that your annual report is available, and is free of charge.

- [X] Public access/notice via the web
[] Public access/notice via Government Office
[] Public access/notice via a newspaper
[X] Public access/notice via Public Request
[] Public access/notice via a Public Library
[X] Public access/notice via other method: Municipal Offices

Describe your Drinking-Water System

The Union Water Treatment Plant (UWTP) is a chemically assisted conventional filtration plant, which draws water from Lake Erie.

The UWTP supplies potable water to the Town of Kingsville, Municipality of Leamington, a portion of the Town of Essex and a portion of the Town of Lakeshore with an estimated service population of 65,000.

The treatment process includes chemically assisted up-flow clarification, filtration with dual media filters, primary disinfection using Chlorine gas and secondary disinfection using Chlorine gas and Sodium Hypochlorite.

Seasonally, the UWTP uses sodium hypochlorite at its intakes to control Zebra Mussel formation.

There are also four water towers and a booster/storage station located on the Union Water Supply System.

List all water treatment chemicals used over this reporting period

Zebra Mussel Control:

- Sodium Hypochlorite – (Seasonal)

Clarification Chemicals:

- DelPac 2020 – Coagulant
- DelPac XG-15 - Coagulant
- Hyper+Ion 1090 – Coagulant
- Magnafloc LT22S (polymer) - Coagulant Aid
- Powdered Activated Carbon – Taste and Odor Control

Filtration:

- Cat-Floc 8103 Plus (polymer) – Filter Aid (Seasonal)

Disinfection:

- Primary: Chlorine Gas
- Secondary: Chlorine Gas and Sodium Hypochlorite

Were any significant expenses incurred to?

- ☒ Install required equipment
☒ Repair required equipment
☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

	Item Description	Expenditures to 2019 Year End
	<u>Capital Works and Major Maintenance</u>	
	CO2 Raw Water pH Adjustment System Install	\$ 2,385,000
	Full SCADA System Upgrade Project	\$ 620,550
	Treatment Ponds / Residual Management System	\$ 123,450
	Reservoir effluent valve rehabilitation	\$ 79,750
	Cottam Reservoir cover rehabilitation	\$ 48,900
	High Lift Energy Monitoring System	\$ 43,750
	Flow Meter Upgrades - Filiteres #5, 6, 7 & 8	\$ 31,200
	Essex Water Tower Mixer	\$ 18,500
	Sluice Gate Valves - Filters #2 & 4	\$ 12,450
	Turbidity Meters - Clarifiers #3 & 4	\$ 12,200
	Clarifier #1 Raw Water Valve Actuator	\$ 11,900
	SCADA PLC Upgrade Components	\$ 11,850
	High Lift #8 Soft Start	\$ 8,900
	Filter #3 Level Controllers	\$ 7,750
	Spare Cylinder Actuator	\$ 7,300
	Main Wash #1 Electric Valve	\$ 6,350
	Flow Meters for Clarifiers #1 & 3	\$ 5,500
	Wastewater Pump #1 Soft Start	\$ 4,800
	Low Lift #4 Pump Soft Start	\$ 4,800
	High Lift #5 Pump Soft Start	\$ 4,800
	Air wash Blower #1 Soft Start	\$ 4,800
	Filter #2 Flow Control Valve Actuator	\$ 4,400
	High Lift #1 Pump Clutch	\$ 4,250
	Cottam Booster Sodium Hypo Level Transmitter	\$ 4,100
	Total Capital Works/Major Maintenance:	\$ 3,467,250

New Capital Works 2020	
Low Lift Pump #5 Major Maintenance	\$ 35,000
Low Lift Roof Replacement:	\$ 90,000
Blue Green Algae Probes (2):	\$ 30,000
Low Lift Main Electrical/Transformer Upgrades:	\$ 250,000
New Carbon Recirculation Pump:	\$ 10,000
Filter #4 Rehab:	\$ 400,000
New Highlift #7 Pump:	\$ 250,000
SCADA System Upgrades (cont'd from 2019):	\$ 270,000
Security System Install:	\$ 85,000
Kingsville Water Tower Rehabilitation:	\$ 1,300,000
Master Water Meter Upgrades:	\$ 50,000
Laboratory Upgrades:	\$ 100,000
Treatment Plant Admin Area Improvements:	\$ 45,000
Grounds Improvements:	\$ 100,000
Fencing - Water Treatment Plant and Leamington Tower:	\$ 45,000
DAF System Design/Construction:	\$ 1,400,000
Chlorine Gas System Project (cont'd from 2019):	\$ 150,000
CO2 pH System Project (cont'd from 2019):	\$ 150,000
Total New Capital Works:	\$ 4,760,000

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Incident description	Corrective Action	AWQI #	Corrective Action Date
May 02, 2019	Hi Cl2 residuals (Cl2 analyzer at Cottam Booster station reading 5.00ppm for about 10mins)	Monitored Cl2 residuals in Distribution	#145322	May 03, 2019

Note: Corrective action Date is Date of resolution.



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Microbiological testing is done under Schedule 10 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of Ecoli Or Fecal Results (min #)-(max #) (ct/100 mL)	Range of Total Coliform Results (min #)-(max #) (ct/100 mL)	Number of HPC Samples	Range of HPC Results (min #)-(max #) (ct/mL)
Raw	52	2 - 34	2-710	0	N/A
Treated	52	0 – 0	0 – 0	52	<10 - 30
Distribution	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).				

Operational testing is done under Schedule 7 of Regulation 170/03 during the period Covered by this annual report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	8760	0.00- 0.553 NTU
Chlorine - Free	8760	0.43-2.37 mg/L
Fluoride (If the DWS provides fluoridation)	N/A	N/A

NOTE: For continuous monitors use 8760 as the number of samples.

NOTE: Record the unit of measure if it is not milligrams per litre.

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter: (Suspended Solids)	Date Sampled	Result	Unit of Measure
18- July - 2019 Municipal Drinking Water Licence Number: 041-101	South Settling Pond	Jan 07/19	<3.0	mg/L
	South Settling Pond	Feb 04/19	<3.0	mg/L
	South Settling Pond	Mar 04/19	4.0	mg/L
	South Settling Pond	April 01/19	<3.0	mg/L
	South Settling Pond	May 06/19	65.0	mg/L
	South Settling Pond	June 03/19	3.0	mg/L
	South Settling Pond	July 02/19	4.0	mg/L
	North Settling Pond	July 02/19	<3.0	mg/L
	South Settling Pond	Aug 06/19	<3.0	mg/L
	North Settling Pond	Aug 06/19	<3.0	mg/L
	South Settling Pond	Sept 03/19	<3.0	mg/L
	North Settling Pond	Sept 03/19	<3.0	mg/L
	South Settling Pond	Oct 07/19	9.0	mg/L
	North Settling Pond	Oct 07/19	3.0	mg/L
	South Settling Pond	Nov 04/19	<3.0	mg/L
	North Settling Pond	Nov 04/19	<3.0	mg/L
	South Settling Pond	Dec 02/19	<3.0	mg/L
	North Settling Pond	Dec 02/19	<3.0	mg/L
Limit 25.0 mg/L		Annual Average:	6.9	mg/L

Date of legal instrument issued	Parameter: (Total Chlorine Residual)	Annual Avg.	Unit of Measure
18- July - 2019 Municipal Drinking Water Licence Number: 041-101	South Settling Pond	0.07	mg/L
	North Settling Pond	0.07	mg/L
Limit 0.02 mg/L Annual Average:		0.07	mg/L

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	January 08, 2019	0.08	ug/L	No
Arsenic	January 08, 2019	0.2	ug/L	No
Barium	January 08, 2019	15.3	ug/L	No
Boron	January 08, 2019	15.0	ug/L	No
Cadmium	January 08, 2019	0.003	ug/L	No
Chromium	January 08, 2019	0.16	ug/L	No
*Lead	n/a			
Mercury	January 08, 2019	0.01	ug/L	No
Sodium	January 08, 2019	6.72	mg/L	No
Selenium	January 08, 2019	0.09	ug/L	No
Uranium	January 08, 2019	0.133	ug/L	No
Fluoride	January 08, 2019	0.09	mg/L	No
Nitrite (N)	October 07, 2019	< 0.1	mg/L	No
Nitrate (N)	October 07, 2019	< 0.1	mg/L	No
Nitrite + Nitrate (N)	July 02, 2019	0.7	mg/L	No
Ammonia (N) - Total	July 02, 2019	0.04	mg/L	No

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period
(Applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
Plumbing	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).		
Distribution	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).		

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	January 08, 2019	0.02	ug/L	No
Atrazine + N-dealkylated metabolites	January 08, 2019	0.01	ug/L	No
Atrazine	January 08, 2019	0.01	ug/L	No
Azinphos-methyl	January 08, 2019	0.05	ug/L	No
Benzene	January 08, 2019	0.32	ug/L	No
Benzo(a)pyrene	January 08, 2019	0.004	ug/L	No
Bromoxynil	January 08, 2019	0.33	ug/L	No
Carbaryl	January 08, 2019	0.05	ug/L	No
Carbofuran	January 08, 2019	0.01	ug/L	No
Carbon Tetrachloride	January 08, 2019	0.16	ug/L	No
Chlorpyrifos	January 08, 2019	0.02	ug/L	No
Desethyl atrazine	January 08, 2019	0.01	ug/L	No
Diazinon	January 08, 2019	0.02	ug/L	No
Dicamba	January 08, 2019	0.20	ug/L	No
1,2-Dichlorobenzene	January 08, 2019	0.41	ug/L	No
1,4-Dichlorobenzene	January 08, 2019	0.36	ug/L	No
1,2-Dichloroethane	January 08, 2019	0.35	ug/L	No
1,1-Dichloroethene (vinylidene chloride)	January 08, 2019	0.33	ug/L	No
Dichloromethane	January 08, 2019	0.35	ug/L	No
2-4 Dichlorophenol	January 08, 2019	0.15	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	January 08, 2019	0.19	ug/L	No
Diclofop-methyl	January 08, 2019	0.40	ug/L	No
Dimethoate	January 08, 2019	0.03	ug/L	No
Diquat	January 08, 2019	1.0	ug/L	No
Diuron	January 08, 2019	0.03	ug/L	No
Glyphosate	January 08, 2019	1.0	ug/L	No
HAA (NOTE: show latest annual average)	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).			

Summary of Organic parameters sampled during this reporting period or the most recent sample results continued

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Malathion	January 08, 2019	0.02	ug/L	No
MCPA	January 08, 2019	0.12	ug/L	No
Metolachlor	January 08, 2019	0.01	ug/L	No
Metribuzin	January 08, 2019	0.02	ug/L	No
Monochlorobenzene	January 08, 2019	0.3	ug/L	No
Paraquat	January 08, 2019	1.0	ug/L	No
Pentachlorophenol	January 08, 2019	0.15	ug/L	No
Phorate	January 08, 2019	0.01	ug/L	No
Picloram	January 08, 2019	1.0	ug/L	No
Polychlorinated Biphenyls(PCB)	January 08, 2019	0.04	ug/L	No
Prometryne	January 08, 2019	0.03	ug/L	No
Simazine	January 08, 2019	0.01	ug/L	No
THM (NOTE: show latest annual average)	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).			
Terbufos	January 08, 2019	0.01	ug/L	No
Tetrachloroethylene	January 08, 2019	0.35	ug/L	No
2,3,4,6-Tetrachlorophenol	January 08, 2019	0.20	ug/L	No
Triallate	January 08, 2019	0.01	ug/L	No
Trichloroethylene	January 08, 2019	0.44	ug/L	No
2,4,6-Trichlorophenol	January 08, 2019	0.25	ug/L	No
Trifluralin	January 08, 2019	0.02	ug/L	No
Vinyl Chloride	January 08, 2019	0.17	ug/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
None			



Union Water Supply System

P.O. Box 340, 1615 Union Avenue, Ruthven, Ontario, N0P 2G0

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

Email: rbouchard@unionwater.ca

www.unionwater.ca

SENT BY: EMAIL

February 19, 2020

Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Attention: Mr. Chris Nepszy, Chief Administrative Officer

Dear Mr. Nepszy,

RE: Annual Report (2019) Requirement Section 11, Reg. 170/03 and Summary Report (2019) Requirement Schedule 22, Reg. 170/03

Attached are the following items for the Essex Water Distribution System supplied by the UWSS:

1. Annual Report (Section 11, Reg. 170/03)
2. Summary Report (Schedule 22, Reg. 170/03).

Annual Report

The Annual Report must be prepared before February 28, 2020 which requirement is now satisfied. It must also be provided to all members of Council, given at no charge to the public on request and posted on the municipal website.

Summary Report

The Summary Report must be provided to all members of Council before March 31, 2020. Although the Report gives information for all parts of the UWSS, the information that refers to the Essex Water Distribution System satisfies the requirements of Schedule 22, Reg. 170/03.

Please call me if you have any questions or comments.

Yours truly,

A handwritten signature in blue ink, appearing to read 'R. Bouchard', is written over a light blue circular stamp.

Rodney Bouchard, Manager

kmj

cc: Jeff Morrison, Andy Graf

Filename: c:\users\khristine johnson\documents\annual-summary\2019\02-18 ltr to cao essex - annual - summary (2019).docx



Ontario Clean Water Agency
Agence Ontarienne Des Eaux



Annual Performance Report

Essex Distribution System

Drinking Water System # 220003680

2019

Prepared for the Corporation of the Town of Essex

By the Ontario Clean Water Agency

Sam Wen

Process & Compliance Technician

swen@ocwa.com

519-326-4447



ANNUAL REPORT

Drinking-Water System Number:	220003680
Drinking-Water System Name:	Essex Distribution System (Union WSS)
Drinking-Water System Owner:	The Corporation of the Town of Essex
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	01-January-2019 to 31-December 2019

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [] No [X]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Town of Essex Municipal Office 33 Talbot St. South Essex, Ontario</p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; margin: 5px auto;">N/A</div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; margin: 5px auto;">N/A</div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
--	---

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
N/A	N/A

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [] No [N/A]



Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
- ☐ Public access/notice via Government Office
- ☐ Public access/notice via a newspaper
- ☒ Public access/notice via Public Request
- ☐ Public access/notice via a Public Library
- ☐ Public access/notice via other method

Describe your Drinking-Water System

Stand Alone Distribution System. Serving the northern portion of the Town of Essex with a population of approx. 9,500.

List all water treatment chemicals used over this reporting period

N/A

Were any significant expenses incurred to?

- ☐ Install required equipment
- ☒ Repair required equipment
- ☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Miscellaneous repairs/maintenance on distribution system-\$35,000.00

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
Sept 17, 2019	Total Coliforms	>200	Cfu/100ml	Flushing, Resampling and boil water advisory	Sept 19, 2019

Microbiological testing done under Schedule 10, 11 or 12 of regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	Please see the Annual Report for the Union Water Supply System # 210000853				
Treated	Please see the Annual Report for the Union Water Supply System # 210000853				
Distribution	313	0-0	0-0	147	<10-260

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	Please see the Annual Report for the Union Water Supply System # 210000853	
Free Chlorine	469	Max: 1.59 mg/l Min: 0.17 mg/l Avg: 0.89 mg/l
Fluoride (If the DWS provides fluoridation)	N/A	

***NOTE:** For continuous monitors use 8760 as the number of samples.*

***NOTE:** Record the unit of measure if it is **not** milligrams per litre.*

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
None				

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Nitrite	October 09, 2019	<0.1	mg/L	No
Nitrate	October 09, 2019	0.1	mg/L	No
Nitrate + Nitrite (N)	October 09, 2019	0.2	mg/L	No
Ammonia (N) -Total	October 09, 2019	0.18	mg/L	No

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Results (min#) – (max #)		MAC (ug/L)	Number of Exceedances
		Minimum	Maximum		
Distribution – Lead Results (ug/L)	n/a	n/a	n/a	n/a	n/a
Distribution – Alkalinity (mg/L)	6	39	80	n/a	n/a
Distribution – pH In-House	6	7.64	7.88	n/a	n/a

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
THM (NOTE: show latest annual average)	Annual Average	37.66	ug/L	No
HAA (NOTE: show latest annual average)	Annual Average	24.6	ug/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
None			

UNION WATER SUPPLY SYSTEM SUMMARY REPORT 2019

For the Union Water Supply System
(Made under Schedule 22 of Ontario Regulation 170/03, a regulation made under
the Safe Drinking Water Act, 2002)

EXPLANATION

Schedule 22 of Ontario Regulation 170/03, a regulation made under the Safe Drinking Water Act, 2002 requires that a large municipal residential drinking-water system must provide to its board members a Summary Report on various aspects of the system before March 31 of the following year. The Union Water Supply System is classed as a large municipal residential drinking-water system and all of the municipal water systems that obtain water from it are classified as large municipal residential drinking-water systems and are therefore subject to Schedule 22.

The Summary Report must list the following:

- The requirements of the Safe Drinking Water Act, 2002 that the system failed to meet during the period covered by the Summary Report
- The requirements of the regulations made under the Safe Drinking Water Act, 2002 that the system failed to meet during the period covered by the Summary Report
- Any condition of the drinking-water system's drinking water works permit or municipal drinking water license that the system failed to meet during the period covered by the Summary Report
- Any order that the system failed to meet during the period covered by the Summary Report, the duration of any such failure and any measures that were taken to correct such failure
- A summary of the quantities and flow rates of water supplied by the drinking-water system by monthly average and maximum daily flow rates and instantaneous peak flow rates
- A comparison of actual flow rates with rated capacity and flow rates in the systems approval

A drinking-water system that supplies water to another drinking water system must provide a copy of the Summary Report to that system's owner by March 31 of the year following the year covered in the Summary Report.

The sections below details the occasions on which the Union Water Supply System (UWSS) and the connected municipal water systems failed to meet the requirements of the Safe Drinking Water Act 2002, associated regulations, system approvals and provincial officer orders in 2019.

Union Water Supply System (UWSS)

The following provides details of occurrences where the Union Water Supply System was not in compliance with the requirements of the Safe Drinking Water Act 2002, associated regulations, system approvals and provincial officer orders.

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Union Water Supply System.

There were no non-compliances or AWQIs identified for the portion of the Union Water Distribution System that is supplied by Union Water Supply System:

- It should be noted that the AWQI listed under the Kingsville Distribution System should actually be under the UWSS identifier

Leamington Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Leamington Distribution System that is supplied by the Union Water Supply System.

There were no non-compliances or AWQIs identified for the portion of the Municipality of Leamington Distribution System that is supplied by Union Water Supply System:

Kingsville Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Kingsville Distribution System that is supplied by the Union Water Supply System

- AWQI #145322 - May 2, 2019 operator received a Hi CL2 alarm at Cottam Boosters Station, for approximately 10 minutes. The faulty piece of equipment was replaced and affected municipalities were advised which areas to flush. Chlorine residuals were monitored and no further action was required. It should be noted that this incident should be under the UWSS distribution number.

Essex Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Essex Distribution System that is supplied by the Union Water Supply System

- AWQI #148095 - September 16, 2019 adverse residual sample station SS-E-04 total coliform was >200. A precautionary boil water advisory was issued to the affected area by the WECHU. Samples were taken at SS-E-11 (upstream) and SS-E-14 (downstream) the following day and then again 24 hours later. All results were returned within the standards.

Lakeshore Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Lakeshore Distribution System that is supplied by the Union Water Supply System

There were no non-compliances or AWQIs identified for the portion of the Town of Lakeshore Water Distribution System that is supplied by Union Water Supply System:

SUMMARY OF THE QUANTITIES AND FLOW RATES OF WATER SUPPLIED DURING THE PERIOD COVERED BY THE REPORT, INCLUDING MONTHLY AVERAGE AND MAXIMUM DAILY FLOWS, AND DAILY INSTANTANEOUS PEAK FLOW RATES

The following sections provide information in regards to the Union Water Supply System's Permit to Take Water, issued under Ontario Regulation 387/04 and Drinking Water License issued under the Safe Drinking Water Act, 2002.

Permit to Take Water

The Union Water Supply System operated under Permit to Take Water (PTTW) Number 0816-9T9SVT, which expires at the end of 2025. The PTTW has the following flow conditions:

- Maximum Allowable Amount Taken per Minute (Litres/Min) 113,650
- Maximum Allowable Amount Taken Per Day (Litres/Day) 163,656,000

The maximum amounts of raw water taken during 2019 (see Table 1 below) are as follows:

- Maximum Amount Taken per Minute in 2019 (Litres/Min) 71,798
- Maximum Amount Taken Per Day in 2019 (Litres/Day) 100,365,990

The system did not exceed the PTTW limits in 2019.

Drinking Water License

The UWSS operates under Municipal Drinking Water Licence 041-101; issue Number 7 which has been issued for the period July 18, 2019 to July 17, 2024. The Certificate of Approval and licence had the following condition:

- The drinking water system shall not be operated to exceed 124,588 m³/d (27.4 MIGD) on any calendar day, conveyed from the treatment system to the distribution system.
- The maximum daily volume of water pumped into the distribution system was 82,478 m³ (18.15 MIGD).

Tables 1A through 3B below provide the monthly average, maximum and peak flows for raw and treated water for the Union Water Supply System.

Table 1A
2019 Raw Water Taking from Lake Erie in Metric Units

	Maximum Allowed Flow Rate (m3/Day)	Average Flow (m3/Day)	Maximum Flow (m3/Day)	Maximum Flow (Litres/Day)	Maximum Allowed Flow Rate (Litres/ Minute)	Peak Flow (Litres/ Minute)
January	163,656	31,995	61,220	61,220,080	113,650	28,259
February	163,656	40,869	53,326	53,326,470	113,650	40,892
March	163,656	42,761	74,916	74,915,990	113,650	42,064
April	163,656	48,642	70,046	70,046,240	113,650	57,110
May	163,656	49,376	61,068	61,067,650	113,650	55,634
June	163,656	59,517	79,101	79,100,560	113,650	71,798
July	163,656	73,513	86,007	86,007,260	113,650	68,474
August	163,656	69,689	81,394	81,393,520	113,650	66,688
September	163,656	61,052	70,682	70,681,860	113,650	60,772
October	163,656	54,948	100,366	100,365,990	113,650	60,879
November	163,656	37,286	75,876	75,876,100	113,650	38,617
December	163,656	32,147	58,343	58,342,540	113,650	38,482

Table 1B
2019 Raw Water Taking from Lake Erie in Imperial Units

	Maximum Allowed Flow Rate (MGD)	Average Flow (MGD)	Maximum Flow (MGD)	Maximum Allowed Flow Rate (Gallons/ Minute)	Peak Flow (Gallons/ Minute)
January	36.00	7.04	13.47	25,000	6,216
February	36.00	8.99	11.73	25,000	8,995
March	36.00	9.41	16.48	25,000	9,253
April	36.00	10.70	15.41	25,000	12,563
May	36.00	10.86	13.43	25,000	12,238
June	36.00	13.09	17.40	25,000	15,793
July	36.00	16.17	18.92	25,000	15,062
August	36.00	15.33	17.90	25,000	14,669
September	36.00	13.43	15.55	25,000	13,368
October	36.00	12.09	22.08	25,000	13,391
November	36.00	8.20	16.69	25,000	8,495
December	36.00	7.07	12.83	25,000	8,465

Table 2A
2019 Treated Water Flow Into Distribution System in Metric Units

	Maximum Allowed Flow Rate (m3/Day)	Average Daily Flow (m3/Day)	Maximum Daily Flow (m3/Day)	Peak Instantaneous Flow (Litres/ Second)
January	124,588	29,373	55,708	685
February	124,588	33,443	40,327	682
March	124,588	38,497	47,991	1,026
April	124,588	41,689	51,857	1,080
May	124,588	46,346	57,218	1,200
June	124,588	57,981	76,896	1,395
July	124,588	72,828	84,521	1,478
August	124,588	65,593	77,862	1,401
September	124,588	57,065	65,849	1,404
October	124,588	45,270	78,972	1,220
November	124,588	33,068	68,468	849
December	124,588	28,897	50,254	716

Table 2B
2019 Treated Water Flow Into Distribution System in Imperial Units

	Maximum Allowed Flow Rate (MGD)	Average Daily Flow (MGD)	Maximum Daily Flow (MGD)	Peak Instantaneous Flow (Gallons/ Second)
January	27.4	6.46	12.26	151
February	27.4	7.36	8.87	150
March	27.4	8.47	10.56	226
April	27.4	9.17	11.41	238
May	27.4	10.20	12.59	264
June	27.4	12.76	16.92	307
July	27.4	16.02	18.59	325
August	27.4	14.43	17.13	308
September	27.4	12.55	14.49	309
October	27.4	9.96	17.37	268
November	27.4	7.28	15.06	187
December	27.4	6.36	11.06	157

Table 3A
2019 Treated Flow to Local Municipalities in Metric Units

	<u>Leamington</u>		<u>Kingsville</u>		<u>Essex</u>		<u>Lakeshore</u>	
	Monthly Total (m3)	Average Day (m3/day)	Monthly Total (m3)	Average Day (m3/day)	Monthly Total (m3)	Average Day (m3/day)	Monthly Total (m3)	Average Day (m3/day)
January	605,729	19,540	213,730	6,895	66,456	2,144	50,078	1,615
February	597,483	20,603	355,833	12,270	63,790	2,200	38,936	1,343
March	632,015	20,388	413,321	13,333	54,617	1,762	39,432	1,272
April	692,739	23,091	394,344	13,145	53,795	1,793	34,751	1,158
May	792,068	25,551	540,013	17,420	66,406	2,142	40,599	1,310
June	1,043,955	34,799	729,151	24,305	76,681	2,556	50,955	1,699
July	1,085,625	35,020	809,634	26,117	83,632	2,698	50,021	1,614
August	1,111,504	35,855	830,486	26,790	85,850	2,769	52,553	1,695
September	947,286	31,576	724,485	24,150	73,358	2,445	54,830	1,828
October	708,878	22,867	496,059	16,002	63,155	2,037	48,283	1,558
November	555,767	18,526	364,153	12,138	61,456	2,049	50,078	1,669
December	463,664	14,957	335,766	10,831	65,567	2,115	53,520	1,726
Total	9,236,713	25,231	6,206,975	16,950	814,763	2,226	564,036	1,541

Table 3A
2019 Treated Flow to Local Municipalities in Imperial Units

	<u>Leamington</u>		<u>Kingsville</u>		<u>Essex</u>		<u>Lakeshore</u>	
	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)
January	133,241,753	4.30	47,014,027	1.52	14,618,276	0.47	11,015,620	0.36
February	131,427,886	4.53	78,272,318	2.70	14,031,838	0.48	8,564,723	0.30
March	139,023,864	4.48	90,917,910	2.93	12,014,060	0.39	8,673,827	0.28
April	152,381,277	5.08	86,743,553	2.89	11,833,246	0.39	7,644,151	0.25
May	174,230,603	5.62	118,786,254	3.83	14,607,278	0.47	8,930,532	0.29
June	229,637,997	7.65	160,390,797	5.35	16,867,462	0.56	11,208,533	0.37
July	238,804,115	7.70	178,094,582	5.74	18,396,468	0.59	11,003,082	0.35
August	244,496,699	7.89	182,681,381	5.89	18,884,360	0.61	11,560,044	0.37
September	208,373,789	6.95	159,364,421	5.31	16,136,504	0.54	12,060,914	0.40
October	155,931,361	5.03	109,117,725	3.52	13,892,158	0.45	10,620,775	0.34
November	122,251,649	4.08	80,102,462	2.67	13,518,430	0.45	11,015,620	0.37
December	101,991,822	3.29	73,858,195	2.38	14,422,724	0.47	11,772,754	0.38
Total	2,031,792,815	5.55	1,365,343,625	3.73	179,222,805	0.49	124,070,575	0.34



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

405 Clitherow Street
P.O. Box 909
Harrow, ON N0R 1G0
Tel: (519) 738-3038
whiggins@ocwa.com

February 02, 2020

Mr. Andy Graf
Manager, Environmental Services
Town of Essex
120 Sinasac St.
P.O. Box 359
Harrow, ON N0R 1G0

Dear Mr. Graf:

Re: Safe Drinking Water Act, O. Reg. 170/03 Schedule 22 Summary Report

Attached is the 2019 Summary Report for the Harrow-Colchester South Water Treatment Plant. This report has been completed based on the information obtained from the water treatment plant records and in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act, which requires a Summary Report to be prepared not later than March 31st of each year for the preceding calendar year. This report covers the period of January 1 to December 31, 2019.

Please remember that any Orders that you have received directly from the MOE should be reviewed. Where non-compliance with the Order is evident and it is not included in the attached 2019 Summary Report, then we recommend that this information be added to the Summary Report. Note: Schedule 22-2 (a) specifies that the summary report is given to, in the case of a drinking water system owned by a municipality, the members of the municipal council for the Town of Essex, and is not intended for distribution to the Ministry of the Environment.

After your review and inclusion of any additional information, these Summary Reports are to be provided to the members of the municipal council. Please ensure this distribution.

Section 12 of O. Reg. 170/03, requires the Summary Reports be made available for inspection by any member of the public during normal business hours without charge. The reports should also be made available for inspection at the office of the municipality or at a location that is reasonably convenient to the users of the water system.

Sincerely,

Warren Higgins
Process & Compliance Tech.
Ontario Clean Water Agency

cc: Chris Nepszy, Chief Administrative Officer, Town of Essex
Dave Jubenville, Regional Hub Manager, OCWA
Karen Burgess, Senior Operations Manager, OCWA



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Annual Summary Report

Harrow-Colchester South Water Treatment Plant

2019

Prepared for: The Corporation of the Town of Essex

By: Warren Higgins
Ontario Clean Water Agency

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SECTION 1

Compliance with the Safe Drinking Water Act and Regulation 170/03

This report is a summary of water quality information for the Harrow-Colchester South Water Treatment Plant and published in accordance with Schedule 22 of Ontario's Safe Drinking Water Act, Ontario Regulation 170/03 for the reporting period of January 1, 2019 to December 31, 2019. The Harrow-Colchester South Water Treatment Plant is categorized as a Large Municipal Residential Drinking Water System.

This report was prepared by the Ontario Clean Water Agency on behalf of the Town of Essex.

Compliance with the Municipal Drinking Water License 029-101

The Harrow-Colchester South Water Treatment Plant was operated and maintained in such a manner that the water supplied to the consumers serviced by the system satisfied all the requirements in the Safe Drinking Water Act, the Regulations and the MDWL 029-101.

SECTION 2

Non-Compliance with the Safe Drinking Water Act, Regulation 170/03, MDWL & DWWP

No Safe Drinking Water Act non-compliances occurred in 2019

SECTION 3

Summary and discussion of quantity of water supplied

In accordance with Schedule 22-2 (3) *"the report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system."*

1. *A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows and daily instantaneous peak flow rate.*
2. *A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval must be discussed.*

The rated capacity specified in the Municipal Drinking Water License 029-101 for the Harrow-Colchester South Water Treatment Plant is 10,228 m³/day. The maximum daily flow for the reporting period was 4,472 m³/day on July 14, 2019.

The Permit to Take Water (Number 4088-9KDN6D) states the maximum amount of water taken is 21,154 L/min and 30,458,000 L/day. The maximum amount of water flow taken in 2019 was 5,940 L/min on July 25. The maximum amount of water taken in 2019 was 4,472,000 L/day on July 14th. The Permit to Take Water limit was not exceeded during this reporting period.

Attached in Appendix A, are the average daily volume (m³) and maximum daily volume (m³). Also noted is the % of Design Volume for each.

The quantity of water supplied during the reporting period did not exceed the rated capacity of this facility.

Appendix A

Harrow-Colchester South Water Treatment Plant Annual Volume Record for 2019

Design Treated Flows: 10, 228 m³/day

Month	Average Daily Volume(m ³)	% of Design Volume	Maximum Daily Volume(m ³)	% of Design Volume
January	2,111	21	2,486	24
February	2,212	22	2,523	25
March	2,238	22	2,502	24
April	2,340	23	2,802	27
May	2,566	25	3,193	31
June	2,977	29	3,890	38
July	3,567	35	4,472	44
August	3,461	34	4,312	42
September	2,836	28	3,336	33
October	2,437	24	2,895	28
November	2,181	21	2,498	24
December	2,027	20	2,225	22



Drinking-Water System Number:	210000130
Drinking-Water System Name:	Harrow-Colchester South Water Treatment Plant
Drinking-Water System Owner:	Corporation of the Town of Essex
Drinking-Water System Category:	Large Municipal Residential System
Period being reported:	January 1, 2019 to December 31, 2019

Complete if your Category is Large Municipal Residential or Small Municipal Residential

Does your Drinking-Water System serve more than 10,000 people? Yes [x] No []

Is your annual report available to the public at no charge on a web site on the Internet? Yes [x] No []

Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.

Town of Essex Municipal Office
33 Talbot St. S.
Essex, ON

Complete for all other Categories.

Number of Designated Facilities served:

Did you provide a copy of your annual report to all Designated Facilities you serve?

Yes [] No []

Number of Interested Authorities you report to:

Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility?

Yes [] No []

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Harrow-Colchester South Distribution System	210000130

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [x] No []



Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ **Public access/notice via the web**
- ☐ **Public access/notice via Government Office**
- ☐ **Public access/notice via a newspaper**
- ☒ **Public access/notice via Public Request**
- ☐ **Public access/notice via a Public Library**
- ☒ **Public access/notice via other method As when requested**

Describe your Drinking-Water System

A surface water treatment plant, with a rated capacity of 10,228 m³/day consisting of:

1. An intake system is a rock-filled timber structure with a vertical steel bellmouth; an installed chlorination solution diffuser ring at bottom of the bellmouth for Zebra Mussel chemical control.
2. A low lift pumping station consisting of an inlet chamber, two screen chambers, two micro strainer chambers and one pump well.
3. A solids contact up-flow clarifier.
4. Two dual media type filters.
5. Chemical storage and feed equipment consisting of a storage tank and two chemical metering pumps.
6. Two clearwells following filters.
7. A two celled, in-ground treated water storage reservoir.
8. A high lift pumping station consisting of one, two-compartment, high lift pump well with three vertical turbine pumps.
9. The Harrow-Colchester South Distribution System supplies water to a population of approximately 10,400 persons. It consists of approximately 145 km of water lines ranging in size from 2" to 16". Operation and maintenance of the system is performed by the Essex Water Department. All regulatory sampling for the Distribution System is conducted by the Ontario Clean Water Agency staff. All water for this system is supplied by the Harrow-Colchester South Water Treatment Plant.

List all water treatment chemicals used over this reporting period

1. Clarion A5
2. Polymer LT22s
3. Powered Activated Carbon (PAC)
4. Chlorine Gas
5. Sodium Hypochlorite
6. Cat-Floc 8103 PLUS

Were any significant expenses incurred to?

- ☒ **Install required equipment**
- ☒ **Repair required equipment**
- ☒ **Replace required equipment**



Please provide a brief description and a breakdown of monetary expenses incurred

Harrow-Colchester South WTP	
SCADA Upgrades	\$60,000.00
Elevated Tank Inspection	\$3,408.49
Reservoir Inspection and Report	\$5,037.12
Intake Inspection and Report	\$4,050.05
Low Lift Roof Replacement	\$8,446.08
Low Lift Surge Protector	\$6,399.69
Air Compressor Replacement	\$6,530.96
Batteries for generators	\$579.77
Reservoir sample pump	\$556.33
Manual Pallet Truck	\$1,546.75
Replacement Chlorinator parts	\$1,393.55
Impedance converter and pH sensor for the new turbidity analyzer	\$928.77
Replacement pH meter for the lab	\$1,447.01
Replaced block heater on the low lift generator	\$540.35
Replaced automatic transfer switch on the low lift generator	\$5,040.17
New control panel for the compressors	\$2,696.64
Total	\$105,905.09
Distribution System:	
Miscellaneous upgrades and repairs	\$38,000.00
Total	\$143,905.09

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A



Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03 during this reporting period

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	53	1 - 60	2 - 170	N/A	N/A
Treated	53	0 - 0	0 - 0	52	10 - 10
Distribution	421	0 - 0	0 - 0	107	10 - 30

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	No. of Samples Collected for period being reported	Range of Results	
		Minimum	Maximum
Turbidity, On-Line (NTU) - Filt1	8760	0	0.28
Turbidity, On-Line (NTU) - Filt2	8760	0	0.30
Free Chlorine Residual, On-Line (mg/L) - TW	8760	0.89	1.77
Total Chlorine Residual, In-House (mg/L) - TW	365	1.08	1.73
Free Chlorine Residual, In-House (mg/L) - DW1	104	0.65	1.15
Free Chlorine Residual, In-House (mg/L) - DW2	104	0.52	1.22
Free Chlorine Residual, In-House (mg/L) - DW3	104	0.73	1.22
Free Chlorine Residual, In-House (mg/L) - DW4	52	0.65	1.14

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
MDWL 029-101 Dated: April 18, 2016	Backwash Water	01/02/19	<2.0	mg/L
	Decant	02/06/19	2.0	mg/L
	Suspended Solids	03/08/19	<2.0	mg/L
	Annual Average	04/01/19	<2.0	mg/L
	<25 mg/L	05/07/19	2.0	mg/L
		06/02/19	2.0	mg/L
		07/02/19	2.0	mg/L
		08/11/19	<2.0	mg/L
		09/10/19	2.0	mg/L
		10/02/19	3.0	mg/L
		11/05/19	2.0	mg/L
		12/03/19	5.0	mg/L
	Annual Average		2.0	mg/L



Summary of Inorganic parameters tested during this reporting period or the most recent sample results

TREATED WATER	Sample Date (yyyy/mm/dd)	Sample Result	MAC	No. of Exceedances	
				MAC	1/2 MAC
Antimony: Sb (µg/L) - TW	2019/04/15	<MDL 0.09	6.0	No	No
Arsenic: As (µg/L) - TW	2019/04/15	0.2	10.0	No	No
Barium: Ba (µg/L) - TW	2019/04/15	15.7	1000.0	No	No
Boron: B (µg/L) - TW	2019/04/15	12.0	5000.0	No	No
Cadmium: Cd (µg/L) - TW	2019/04/15	0.021	5.0	No	No
Chromium: Cr (µg/L) - TW	2019/04/15	0.17	50.0	No	No
Mercury: Hg (µg/L) - TW	2019/04/15	<MDL 0.01	1.0	No	No
Selenium: Se (µg/L) - TW	2019/04/15	0.18	50.0	No	No
Uranium: U (µg/L) - TW	2019/04/15	0.019	20.0	No	No
Additional Inorganics					
Fluoride (mg/L) - TW	2019/04/15	0.07	1.5	No	No
Nitrite (mg/L) - TW	2019/01/16	<MDL 0.003	1.0	No	No
Nitrite (mg/L) - TW	2019/04/15	<MDL 0.003	1.0	No	No
Nitrite (mg/L) - TW	2019/07/01	<MDL 0.003	1.0	No	No
Nitrite (mg/L) - TW	2019/10/02	<MDL 0.003	1.0	No	No
Nitrate (mg/L) - TW	2019/01/16	0.536	10.0	No	No
Nitrate (mg/L) - TW	2019/04/15	0.822	10.0	No	No
Nitrate (mg/L) - TW	2019/07/01	0.479	10.0	No	No
Nitrate (mg/L) - TW	2019/10/02	0.204	10.0	No	No
Sodium: Na (mg/L) - TW	2019/04/15	8.25	20*	No	No
<p>*There is no "MAC" for Sodium. The aesthetic objective for sodium in drinking water is 200 mg/L. The local Medical Officer of Health should be notified when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets.</p>					



Summary of lead testing under Schedule 15.1 during this reporting period
(Applicable to the following drinking water systems; large municipal residential
systems, small
Municipal residential systems and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Results		MAC (µg/L)	Number of Exceedances
		Minimum	Maximum		
Distribution - Lead Results (µg/L)	12	0.12	0.71	10	0
Distribution - Alkalinity (mg/L)	12	64	81	n/a	n/a
Distribution - pH Lab	12	7.57	7.84	n/a	n/a

Summary of Organic parameters sampled during this reporting period or the most recent sample results

TREATED WATER	Sample Date (yyyy/mm/dd)	Sample Result	MAC	Number of Exceedances	
				MAC	1/2 MAC
Alachlor (µg/L) - TW	2019/04/15	<MDL 0.02	5.0	No	No
Atrazine + N-dealkylated metabolites (µg/L) - TW	2019/04/15	<MDL 0.01	5.0	No	No
Azinphos-methyl (µg/L) - TW	2019/04/15	<MDL 0.05	20.0	No	No
Benzene (µg/L) - TW	2019/04/15	<MDL 0.32	1.0	No	No
Benzo(a)pyrene (µg/L) - TW	2019/04/15	<MDL 0.004	0.01	No	No
Bromoxynil (µg/L) - TW	2019/04/15	<MDL 0.33	5.0	No	No
Carbaryl (µg/L) - TW	2019/04/15	<MDL 0.05	90.0	No	No
Carbofuran (µg/L) - TW	2019/04/15	<MDL 0.01	90.0	No	No
Carbon Tetrachloride (µg/L) - TW	2019/04/15	<MDL 0.17	2.0	No	No
Chlorpyrifos (µg/L) - TW	2019/04/15	<MDL 0.02	90.0	No	No
Diazinon (µg/L) - TW	2019/04/15	<MDL 0.02	20.0	No	No
Dicamba (µg/L) - TW	2019/04/15	<MDL 0.2	120.0	No	No
1,2-Dichlorobenzene (µg/L) - TW	2019/04/15	<MDL 0.41	200.0	No	No
1,4-Dichlorobenzene (µg/L) - TW	2019/04/15	<MDL 0.36	5.0	No	No
1,2-Dichloroethane (µg/L) - TW	2019/04/15	<MDL 0.35	5.0	No	No
1,1-Dichloroethylene (µg/L) - TW	2019/04/15	<MDL 0.33	14.0	No	No
Dichloromethane (Methylene Chloride) (µg/L) - TW	2019/04/15	<MDL 0.35	50.0	No	No
2,4-Dichlorophenol (µg/L) - TW	2019/04/15	<MDL 0.15	900.0	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D) (µg/L) - TW	2019/04/15	<MDL 0.19	100.0	No	No
Diclofop-methyl (µg/L) - TW	2019/04/15	<MDL 0.4	9.0	No	No
Dimethoate (µg/L) - TW	2019/04/15	<MDL 0.06	20.0	No	No
Diquat (µg/L) - TW	2019/04/15	<MDL 1.0	70.0	No	No
Diuron (µg/L) - TW	2019/04/15	<MDL 0.03	150.0	No	No
Glyphosate (µg/L) - TW	2019/04/15	<MDL 1.0	280.0	No	No



Malathion (µg/L) - TW	2019/04/15	<MDL 0.02	190.0	No	No
Metolachlor (µg/L) - TW	2019/04/15	<MDL 0.01	50.0	No	No
Metribuzin (ug/L) - TW	2019/04/15	<MDL 0.02	80.0	No	No
Monochlorobenzene (Chlorobenzene) (µg/L) - TW	2019/04/15	<MDL 0.3	80.0	No	No
Paraquat (µg/L) - TW	2019/04/15	<MDL 1.0	10.0	No	No
PCB (µg/L) - TW	2019/04/15	<MDL 0.04	3.0	No	No
Pentachlorophenol (µg/L) - TW	2019/04/15	<MDL 0.15	60.0	No	No
Phorate (µg/L) - TW	2019/04/15	<MDL 0.01	2.0	No	No
Picloram (µg/L) - TW	2019/04/15	<MDL 1.0	190.0	No	No
Prometryne (µg/L) - TW	2019/04/15	<MDL 0.03	1.0	No	No
Simazine (µg/L) - TW	2019/04/15	<MDL 0.01	10.0	No	No
Terbufos (µg/L) - TW	2019/04/15	<MDL 0.01	1.0	No	No
Tetrachloroethylene (µg/L) - TW	2019/04/15	<MDL 0.35	10.0	No	No
2,3,4,6-Tetrachlorophenol (µg/L) - TW	2019/04/15	<MDL 0.2	100.0	No	No
Triallate (µg/L) - TW	2019/04/15	<MDL 0.01	230.0	No	No
Trichloroethylene (µg/L) - TW	2019/04/15	<MDL 0.44	5.0	No	No
2,4,6-Trichlorophenol (µg/L) - TW	2019/04/15	<MDL 0.25	5.0	No	No
Trifluralin (µg/L) - TW	2019/04/15	<MDL 0.02	45.0	No	No
Vinyl Chloride (µg/L) - TW	2019/04/15	<MDL 0.17	1.0	No	No
DISTRIBUTION WATER					
Trihalomethane: Total (µg/L) Annual Average - DW	2019/01/01	18.75	100.0	No	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
None	N/A	N/A	N/A



The Corporation of the Town of Tecumseh

February 13, 2020

Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Dear Minister Hardeman,:

The Council of the Town of Tecumseh, at its regular meeting held Tuesday, February 11, 2020, gave consideration to correspondence from the Essex County Federation of Agriculture, dated February 6, 2020, requesting support for Bill 156.

At their meeting, Tecumseh Council passed the following resolution:

“That the Essex County Federation of Agriculture letter be supported;

And that The Corporation of the Town of Tecumseh **send a letter** of support for the proposed legislation, Bill 156: Security from Trespass and Protecting Food Safety Act, 2019 to the Honourable Ernie Hardeman, Ministry of Agriculture, Food and Rural Affairs.

Carried”

Please consider this letter as confirmation of the Town of Tecumseh’s action on the above matter.

Yours very truly,

Laura Moy, Dipl.M.M., CMMIII HR Professional
Director Corporate Services & Clerk

LM/kc

Attachments

1. Essex County Federation Letter

CC: Essex County Federation of Agriculture,
Taras Natyshak, MPP, tnatyshak-co@ndp.on.ca
Percy Hatfield, MPP, phatfield-co@ndp.on.ca
Lisa Gretzky, MPP, lgretzkey-co@ndp.on.ca
Association of Municipalities of Ontario, AMO, policy@amo.on.ca
Town of LaSalle, arobertson@lasalle.ca
Town of Leamington, bpercy@leamington.ca
Town of Kingsville, jastrologo@kingsville.ca
Town of Lakeshore, knewman@lakeshore.ca
Town of Amherstburg, pparker@amherstburg.ca
Town of Essex, rauger@essex.ca
County of Essex, mbirch@countyofessex.ca
City of Windsor, vcritchley@citywindsor.ca

February 6, 2020

Dear Mayor and Council,

RE: Bill 156, *Security from Trespass and Protecting Food Safety Act*

The Essex County Federation of Agriculture represents the voice of agriculture in the local community, and advocates on behalf of our farm family members. Along with our Commodity partners in Essex and the Ontario Federation of Agriculture, the Essex County Federation of Agriculture is committed to a sustainable and profitable future for farm families.

Ontario farms have increasingly come under threat of unwanted trespassers and activists who are illegally entering property, barns and buildings, seizing private property and threatening the health and safety of the farm, employees, livestock and crops.

On December 2nd, 2019, the provincial government introduced Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*. The bill is intended to protect Ontario farm animals, farms, farmers and their families, and the safety of the entire food supply by addressing the ongoing threat of unwanted trespassing and from unauthorized interactions with farm animals. The risks of these actions include exposing farm animals to stress and potential diseases, as well as the introducing contaminants into the food supply.

The Essex County Federation of Agriculture appreciates the support from the provincial government for taking a strong stance to protect our farms and food safety, and introducing more significant consequences for illegal trespassing activities.

The Essex County Federation of Agriculture is calling on all municipal councils in the province to reassure their citizens that the safety of Ontario farm animals, farmers and farm families, and the safety of the entire food system matters. We respectfully ask that your council show your support for Bill 156 by sending the following letter (see below) to Ontario's Minister of Agriculture, Food and Rural Affairs, the Honourable Ernie Hardeman.

If you have already indicated to Minister Hardeman your support for Bill 156, we thank you for your initiative!

Thank you for showing your support for stronger legislation to protect Ontario farms, animals, and food from intruders.

Sincerely,

Lyle Hall, President

Essex County Federation of Agriculture

February 6, 2020

Dear Mayor and Council,

RE: Bill 156, *Security from Trespass and Protecting Food Safety Act*

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If you have already indicated to Minister Hardeman your support for Bill 156, we thank you for your initiative!

Thank you for showing your support for stronger legislation to protect Ontario farms, animals, and food from intruders.

Sincerely,

Lyle Hall, President

Essex County Federation of Agriculture

Sample letter to Minister Hardeman:

Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

SIGNATURE

copy: County Federation Email



Essex Municipal Heritage Committee (EMHC)

Essex Municipal Building, 33 Talbot Street South, Large Meeting Room

Thursday, November 28, 2019 - 5:00 PM

"The EMHC is the resource base for information and knowledge for Council, administration and the community on all matters of heritage"

1. Roll Call

Present: Councillor Steve Bjorkman, Chair

Laurie Brett

Claudette Gauthier

Richard Kokovai

Anthony Paniccia

Joseph Lucas

Also Present: Rita Jabbour, Staff Liaison

Sarah Aubin, Recording Secretary

Regrets: Phil Pocock, Vice-Chair

Laurie Kowtiuk

2. Declarations of Conflict of Interest

3. Adoption of Published Agenda

- a) Thursday November 28, 2019 EMHC Regular Meeting Agenda

Moved by Richard Kokovai

Seconded by Anthony Paniccia

(EMHC-2019-11-31) That the published agenda for the November 28, 2019 Regular EMHC meeting, be adopted as presented.

"Carried"

4. Adoption of Minutes

- a) November 13th, 2019 EMHC Special Meeting Minutes

Moved by Laurie Brett

Seconded by Anthony Paniccia

(EMHC-2019-11-32) That the minutes of the November 13th, 2019 Special EMHC Meeting, be adopted as circulated.

"Carried"

5. Public Presentations

None.

6. Unfinished Business

a) Greater Marketing and Public Education about Heritage– Ongoing

Rita advises the members that Heritage Brochures were not placed at the wineries within the Town of Essex. She states that she will attend these locations and distribute the pamphlets.

Richard Kokovai states that he will assist with this initiative and drop the brochures off at wineries within Colchester South.

Anthony Paniccia states that the Arts, Culture and Tourism (ACT) committee will be hosting a Valentine's Day Tea Party in February at the Train Station. He advises that he will bring pamphlets to the event.

b) Cemeteries –ongoing

Rita advises the members that she has contacted the Heritage Planning network. She states that one person suggested contacting the land registry officer, however a title search has already been completed by the Clerks department for the cemeteries.

She states that she also spoke with a Cultural consultant with the Ministry who suggested considering the formal abandonment process by making an application to the court of justice, as well as, listing the cemeteries as interim protection.

She advises that listing has become more difficult with the changes to the Heritage Act as you have to contact the owners and ensure they are aware of the listing that is transpiring.

She advises that there are two cemeteries that have owner's information, Huffman Ferris Cemetery. She states that she can prepare a listing notice and provide it to the owners.

She states that there are three cemeteries that are owned by Trusts and or Organizations, Iler, St. Marks and Gilgal Cemetery. She states that she will also try and contact the Trusts and Organizations for listing.

She advises that there are two cemeteries that have come back with no title information. AME also known as The New Caanan Cemetery and Sullivan Street Cemetery. She asks the members if they have any contact information for any of the stated cemeteries.

Laurie Brett suggests that administration contact the Harrow Early Immigrant Research Society (HEIRS) with regards to Gilgal and St Marks cemeteries. She states that they may be able to provide further ownership information.

Richard Kokovai advises that Christ Church still holds interment ceremonies within the Sullivan St. cemetery. He states that when he was on Council prior to amalgamation The Town of Essex would receive invoices from Colchester South. He suggests that administration review if those invoices are still being paid by the Town of Essex.

Laurie Brett suggest that administration review all 13 cemeteries for listing as the

Town of Essex already maintains them, they are the responsibility of the municipality by default.

Rita advises that under the Ontario Heritage Act listing has becoming more difficult. She states that some of the 13 cemeteries that the Town of Essex maintains do not have an owner on title. She states that contact with the owner is required for listing under the revised Act.

Richard Kokovai suggest that administration place an ad in the paper requesting any information that someone may have regarding the cemeteries in question.

Rita states that she will send out listing notification to the cemeteries that have stated ownership, trusts and organization and she will provide an update at the January meeting.

c) Listing –ongoing

Richard Kokovai states that Heritage Village could be a property to list or designate in the future.

Rita advises that Heritage Village cannot be listed or designated as the dwellings on the property have been moved from their original origins and therefore the “real property” no longer applies.

She states she will contact the Heritage Planning network regarding potentially listing the structures and will update the committee at the January meeting.

d) Heritage Designation and Interpretive Plaque Program – ongoing

Rita advises the members that she has budgeted \$5400.00 for plaques in 2020. She states that the general cost per plaque can range from \$1100 for a bronze plaque to \$1400 for an interpretive plaque.

She states that in 2020 the committee will consider an interpretive plaque for McGregor and Essex Centre as well as a bronze plaque at the Kowtiuk House.

She advises that she spoke with Richard Wyma, at the Essex Region Conservation Authority who informed her that they will be moving forward with a plaque on the greenway at paquette corners in 2020. She states that the committee will work with the Director of Communications on developing the plaque.

e) Reports to Council

Rita advises that all previous listings have been approved by Council and the Heritage register as been updated and the building department has been made aware.

Rita advises the members that she is currently working on the delegation of authority By-law. She states that this By-law would allow herself and the Committee to approve any alterations being done to a designated property.

Laurie Brett suggest that Rita review the current delegation of authority By-law and amend it with Planning matters to allow herself the delegation authority instead of preparing an entirely new By-law.

Steve Bjorkman states that the report and recommended amendment to the delegation of authority By-law be sent for Committee review with the January Agenda.

Moved by: Tony Paniccia

Seconded by: Joseph Lucas

(EMHC-2019-11-33) That a draft report and By-law amendment to the delegation of authority By-law be prepared and presented to the committee at the January 30th, 2020 meeting.

f) Studies and Master Plans

g) Friends of the Colchester Schoolhouse – Ongoing

Steve Bjorkman advises the committee that he has spoken with two individuals who would be interested in starting a Friends of Society. He advises that the conversation is ongoing and will update the committee on any new developments.

h) Heritage Week 2020

Rita advises the members that she spoke with Paul Loncke at Essex District High School. She states that the interviews have been completed, everyone that the Committee suggested was contacted and interviewed. Including our member Laurie Kowtiuk with regards to her home at 78 Fox Street. She states that Mr. Loncke advised her that his students enjoyed learning about our local history. She states that the committee should have a submission by January.

She also advises that Jennifer Maurina, English Teacher, Essex District High School contacted administration and advised that her students have created photojournalistic writings that they will also be submitting for the Committee to review in January.

She advises the members that she has placed \$3500 in the proposed budget for conventions and conferences for 2020.

She states that this will also be used for Heritage Week. She states that administration will be looking to continue the High School submission, awards, colouring books and facebook post for heritage week 2020. She states that she would also like to do a guest speaker series at the High School with possibly Seamus Gunn.

She states that administration could also prepare a scavenger hunt for grades 7 & 8 instead of the colouring / activity books.

Richard Kokovai questions if the committee would want the students to obtain an item of heritage value or would they want the students to take photos and submit them to the Committee.

Laurie Brett questions if there will be an award given to the student or class for completing the scavenger hunt.

Steve Bjorkman states that administration would have to do a minimum of three separate scavenger hunts to accommodate the hamlets within the Town of Essex.

Rita advises that she will review speak with communications on how we can prepare a scavenger hunt and update the committee at the January meeting.

Richard Kokovai states that during planning any events with High School students, discussion is always had around Essex District High School. He states that he would like to find a way to include Essex students that attend Kingsville, Cardinal Carter and Villanova High School.

He states that he understands the schools are not within the Town of Essex limits however administration may be able to contact the municipalities and discuss a partnership in presenting heritage value items to all the students that attend Essex County high schools.

Rita advises that she will contact the neighbouring municipalities and their heritage committees to discuss a potential partnership in heritage events for the students.

i) Charles Maedel Commemoration Project –ongoing

j) Heritage Walking Tour and Digital Component

Rita advises administration is working with communications to prepare a heritage walking tour app that would be similar to the Capital Works Map.

She states that the heritage walking tour app may also assist with the scavenger hunt for 2020.

Laurie Brett states that we would be assuming that every child in grades 7 and 8 would have access to a cellphone and that may not be the case.

Steve Bjorkman states that we could request that the students be in groups of 4 or greater, potentially one of the students will have access to a cell phone.

k) Batten Schoolhouse and Iler Schoolhouse

Rita advises the committee that more research is still required for the Batten and Iler School house. She states that she will have the Summer student work on this initiative in May 2020.

7. Reports from Administration

None.

8. Correspondence

None.

9. New Business

- a) 2020 Meeting Schedule
Committee to review and adopt the meeting schedule for 2020.
Moved by: Richard Kokovai
Seconded by: Laurie Brett
(EMHC-2019-11-34) That the Heritage Meeting Schedule for 2020 be adopted as presented.
"Carried"

10. Adjournment

- Moved by Richard Kokovai
Seconded by Tony Paniccia
(EMHC-2019-11-35) That the meeting be adjourned at 6:06 p.m.
"Carried"

Next Meeting Date January 30th at Essex Municipal Building, 33 Talbot Street South, at 5:00 pm

Chair

Recording Secretary

The Corporation of the Town of Essex
Minutes of Regular Committee of Adjustment Meeting
Tuesday October 15, 2019

A regular meeting of the Town of Essex Committee of Adjustment was held on Tuesday, October 15, 2019 at 4:00 PM in the Council Chambers at the Municipal Building at 33 Talbot Street South, Essex, Ontario.

1. Roll Call

Members Present: Percy Dufour, Chair
Phil Pocock
Ray Beneteau
Brian Gray, Vice Chair

Also Present: Rita Jabbour, R.P.P
Manager, Planning Services
Secretary-Treasurer
Sarah Aubin, Planning Assistant

Regrets: Dan Boudreau

Members of Public in Attendance: See sign-in sheet attached hereto

2. Declaration of Conflict of Interest

None

3. Adoption of Published Agenda

- 3.1** The Published Agenda for October 15, 2019 meeting of the Committee of Adjustment be adopted.
Moved by Ray Beneteau
Seconded by Brian Gray
(**COA-2019-10-84**) That the published agenda for the October 15, 2019 meeting of the Committee of Adjustment be adopted as circulated.
"Carried"

4. Adoption of Minutes

- 4.1** The Regular Minutes from the Committee of Adjustment Meeting of September 17, 2019 be adopted.
Moved by Phil Pocock
Seconded by Brian Gray
(**COA-2019-10-85**) The Regular Minutes from the Committee of Adjustment Meeting of September 17, 2019 be adopted.

"Carried"

5. Unfinished Business

5.1 Unfinished Business be moved

Members discuss moving **Unfinished Business** for discussion after **Reports / Applications**.

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(COA-2019-10-86) That Unfinished Business be moved indefinitely after Reports / Applications.

"Carried"

6. Reports / Applications

6.1 Rita Jabbour, Planner RE:

Application B-24-19 Karl and Sandy Neudorf & Brendon Laporte and Kerry Ann Dugan, V/L on the South Side of Huffman 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 South Side of Huffman Road in the former township of Colchester South. The applicants are proposing to sever a ± 0.68 hectare (± 1.68 acre) parcel from the existing ± 63 hectare (± 155 acre) farm lot. The retained parcel will have an area of ± 61.2 hectares (± 153 acres). The applicant is proposing this severance for the of a lot addition. The severed parcel is proposed to be merged with the lands located directly to the East and known municipally as 1677 Huffman Road

6.1.1 Public Presentations

Rita Jabbour, Planner, wrote:

Official Plan Designation: "Agricultural"

Zoning: Agricultural District 1.1 (A1.1) – General agriculture and farm production support activities

An application for consent has been submitted for the agricultural lands located on the south side of Huffman Road in the former township of Colchester South. The subject property is designated "Agricultural" under the Town of Essex Official Plan and zoned Agricultural District 1.1 (A1.1) under Town of Essex Zoning Bylaw, Bylaw 1037.

The applicants are proposing to sever a ± 0.68 hectare (± 1.68 acre) grassed parcel from the existing ± 63 hectare (± 155 acre) farm lot. The applicants are proposing this consent for the purposes of a lot addition. The severed lot is proposed to be merged with the property located directly to the East and known municipally as 1677 Huffman Road. Access to the severed lot will be by way of Huffman Road. No new buildings are proposed to be constructed on the severed parcel.

The retained parcel is proposed to have an area of ± 61.2 hectares (± 153 acres) and will continue to be used for agricultural purposes. Access to the retained parcel will continue to be by way of Huffman Road.

In accordance with the Provincial Policy Statement (PPS), 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.

The proposed severance will not result in the creation of a new lot, nor will it adversely impact the existing farming operation. As a condition of this consent, the applicants will be responsible for submitting evidence that the severed parcel will be consolidated with the property at 1677 Huffman Road.

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 Friday October 11, 2019.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the consent application.

No comments were received from circulated internal agencies as of Friday October 11, 2019.

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 Brendan Laporte and Kerry Ann Dougan at 1677 Huffman 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 all of the above conditions be fulfilled on or before October 15, 2020.

Additional comments resulting from circulation.

Corinne Chiasson, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed 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 the regulations.

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 PPS, 2014 - Stormwater Management

Our office has reviewed the proposal and has no concerns relating to stormwater management.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014

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

FINAL RECOMMENDATION

We have no objections to this application for Consent

Discussions:

Rita Jabbour, Planner, explains the nature of the application

Moved by: Ray Beneteau

Seconded by: Phil Pocock

(COA-2019-10-87) That application B-24-19 be granted to sever a ± 0.68 hectare (± 1.68 acre) parcel from the existing ± 63 hectare (± 155 acre) farm lot for the purpose of a lot addition. The severed parcel is proposed to be merged with the lands located directly to the East and known municipally as 1677 Huffman Road

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 lands owned by Brendan Laporte and Kerry Ann Dougan at 1677 Huffman 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 all of the above conditions be fulfilled on or before October 15, 2020.

"Carried"

6.2 Rita Jabbour, Planner RE:

Application B-25-19 Antonio Digiovanni (1530343 Ontario Ltd), 9529 County Road 11 (Colchester North, Ward 2)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 9529 County Road 11 in the former township of Colchester North. The applicants is proposing to sever a ± 700 square metre (± 7500 square foot) parcel from the existing ± 2212 square metre (± 23815 square foot) parcel. The retained parcel will have an area of ± 1393.5 (± 15000 square feet). The applicant is proposing this severance for the purpose of creating a new residential lot.

6.1.2 Public Presentations (if any)

Rita Jabbour, Planner, wrote:

Official Plan Designation: "Hamlet"

Zoning: Commercial District 2.1 (C2.1) –general commercial uses; and,

Residential District 2.1 (R2.1) –Medium Density Housing on Urban Lots

An application for consent has been submitted for the lands located at 9529 County Road 11 in the former township of Colchester North. The subject property is designated "Hamlet" under the Town of Essex Official Plan and is zoned both Commercial District 2.1 (C2.1) for general commercial uses and Residential District 2.1 (R2.1) for medium density housing under Town of Essex Zoning Bylaw, Bylaw 1037.

The applicants are proposing to sever a ± 700 square metre (± 7500 square foot) parcel from the existing ± 2212 square metre (± 23815 square foot) lot. The applicants are proposing this consent for the purposes of creating a new residential lot. The lot to be severed is zoned Residential District 2.1 which permits the development of a single detached, duplex or semi-detached dwelling. The applicants are proposing the construction of a semi-detached dwelling on the severed lot.

A semi-detached dwelling is defined as one (1) dwelling divided vertically into two (2) dwelling units by a common interior wall having a minimum area above grade of ten (10) square metres. The minimum lot width and lot area required to accommodate a semi-detached dwelling under the R2.1 zoning district is 18 metres (60 feet) and 590 square metres (6350 square feet) respectively. The severed parcel is proposed to have a lot width of 18 metres and a lot area of ± 696 square metres (± 7500 square feet). Thus, the proposed severance will meet and exceed the minimum lot area and lot width regulations under the R2.1 zoning district for a semi-detached dwelling.

Access to the severed lot will be by way of Arquette Street. The severed lot is also serviced by the Arquette Street Drain and has access to a municipally owned and operated water and sanitary sewer. The retained parcel will have an area of ± 1393.5 square metres (± 15000 square feet) and will be converted to accommodate residential apartments and accompanying infrastructure (i.e. apartment parking lot).

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 Friday October 11, 2019.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

Comments were also received from Kristoffer Balallo, Engineering Technician with the County of Essex. The comments provided were engineering related only and were not reviewed from a planning perspective. The applicant will be required to comply with County Road regulations to provide for the protection of highways and the installation of entrance ways.

No comments were received from internal agencies as of Friday October 11, 2019.

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 all of the above conditions be fulfilled on or before October 15, 2020.

Additional comments resulting from circulation.

Corinne Chiasson, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Consent B-25-19 B-26-19. The applicants are proposing to sever a 700 square metre parcel from the existing 2212 square metre parcel identified as 9529 County Road 11 in order to create a new residential lot (B-25-19). The applicants are also proposing to sever a 55.8 square metre parcel from the existing 750 square metre residential lot identified as 9531 County Rd 11, for the purposes of a lot addition that will be merged with the property identified as 9529 County Rd 11 (B-26-19).

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed 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).

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 PPS, 2014 - Stormwater Management

Our office has reviewed the proposal and has no concerns relating to stormwater management.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014

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. 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 under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies

FINAL RECOMMENDATION

We have no objections to this Consent application

Kristoffer Balallo, Engineering Technician, County of Essex wrote:

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 11. The Applicant will be required to comply with the following County Road regulation:

County By-Law Number 2481 - A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

Permits are necessary for any changes to existing entrances and structures, or the construction of new entrances or structures. Property lying in unincorporated hamlet, any proposed setbacks will be reviewed and determined by the County of Essex.

We are requesting a copy of the Decision of the aforementioned application. Should this application be approved we are requesting a copy the revised survey plan of the subject lands in order to update our mapping records. Thank you for your assistance and cooperation in this matter.

Discussions:

Rita Jabbour, Manager, Planning Services, explains the nature of the application

Moved by: Phil Pocock

Seconded by: Brian Gray

(COA-2019-10-88) That application B-25-19 be granted to sever a ± 700 square metre (± 7500 square foot) parcel from the existing ± 2212 square metre (± 23815 square foot) parcel for the purpose of lot creation.

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 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 all of the above conditions be fulfilled on or before October 15, 2020.

“Carried”

6.3 Rita Jabbour, Planner RE:

Application B-26-19 Antonio Digiovanni (1530343 Ontario Ltd), 9531 County Road 11 (Colchester North, Ward 2)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 9531 County Road 11 in the former township of Colchester North. The applicants are proposing to sever a ± 55.8 square metre (± 601 square foot) parcel from the existing ± 720 square metre (± 7753 square foot) residential lot. The retained lot will have an area of ± 664 square metres (± 7152 square feet). The applicant is proposing this severance for the purpose of a lot addition. The severed parcel is proposed to be merged with the commercial lands located directly to the south and known municipally as 9529 County Road 11.

6.1.3 Public Presentations (if any)

Rita Jabbour, Planner, wrote:

Official Plan Designation: “Hamlet”

Zoning: Residential District 1.1 (R1.1) –Low density housing on urban lots

An application for consent has been submitted for the lands located at 9531 County Road 11 in the former township of Colchester North. The subject property is designated “Hamlet” under the Town of Essex Official Plan and zoned Residential District 1.1 (R1.1) for low density housing on urban lots under Town of Essex Zoning Bylaw, Bylaw 1037.

The applicants are proposing to sever a ± 55.8 square metre (± 601 square foot) parcel from the existing ± 720 square metre (± 7753 square foot) lot. The applicants are proposing this consent for the purposes of a lot addition. The severed lot is proposed to be merged with the commercial lands located directly to the south and known municipally as 9529 County Road 11. The parcel to which the severed land will be merged is proposed to have dwelling units on the ground floor. The addition of the severed parcel will allow the proponents to meet the provisions of the building code.

The minimum lot area required for lots zoned R1.1 which are serviced by a sanitary sewer is 460 square metres (5000 square feet). The retained lot will measure ± 664 square metres (± 7152 square feet). Thus, the proposed severance will not affect the lot area for

the retained parcel. Further, the existing buildings will be demolished to accommodate the severance.

As a condition of this consent, the applicants will be responsible for providing evidence to ensure the severed parcel is merged with the property at 9529 County Road 11.

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 Friday October 11, 2019.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

Comments were also received from Kristoffer Balallo, Engineering Technician with the County of Essex. The comments provided were engineering related only and were not reviewed from a planning perspective. The applicant will be required to comply with County Road regulations to provide for the protection of highways and the installation of entrance ways.

No comments were received from circulated internal agencies as of Friday October 11, 2019.

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 located to the south of the subject property and known municipally as 9529 County Road 11. 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 15, 2020.

Additional comments resulting from circulation.

Corinne Chiasson, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Consent B-25-19 B-26-19. The applicants are proposing to sever a 700 square metre parcel from the existing 2212 square metre parcel identified as 9529 County Road 11 in order to create a new residential lot (B-25-19). The applicants are also proposing to sever a 55.8 square metre parcel from the existing 750 square metre residential lot identified as 9531 County Rd 11, for the purposes of a lot addition that will be merged with the property identified as 9529 County Rd 11 (B-26-19).

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed 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).

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 PPS, 2014 - Stormwater Management

Our office has reviewed the proposal and has no concerns relating to stormwater management.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014

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. 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 under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies

FINAL RECOMMENDATION

We have no objections to this Consent application

Kristoffer Balallo, Engineering Technician, County of Essex wrote:

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 11. The Applicant will be required to comply with the following County Road regulation:

County By-Law Number 2481 - A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

Permits are necessary for any changes to existing entrances and structures, or the construction of new entrances or structures. Property lying in unincorporated hamlet, any proposed setbacks will be reviewed and determined by the County of Essex.

We are requesting a copy of the Decision of the aforementioned application. Should this application be approved we are requesting a copy the revised survey plan of the subject lands in order to update our mapping records. Thank you for your assistance and cooperation in this matter.

Discussions:

Rita Jabbour, Manager, Planning Services, explains the nature of the application.

Percy Dufour motions that a condition be added that the garage at 9531 County Rd 11 be demolished.

Moved by: Brian Gray

Seconded by: Ray Beneteau

(COA-2019-10-89) That application B-26-19 be granted to sever a ± 55.8 square metre (± 601 square foot) parcel from the existing ± 720 square metre (± 7753 square foot) residential lot for the purpose of lot addition. The severed parcel is proposed to be merged with the commercial lands located directly to the south and known municipally as 9529 County Road 11.

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 lands located to the south of the subject property and known municipally as 9529 County Road 11. 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 garage at 9531 County Road 11 be demolished.
- g) That all of the above conditions be fulfilled on or before October 15, 2020.

"Carried"

6.4 Rita Jabbour, Planner RE:**Application B-27-19 Yvonne & Ronald Davie, V/L on the South side of 4th Concession 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 South side of 4th Concession Road in the former township of Colchester South. The applicants are proposing to sever a ± 3.95 hectare (± 9.88 acre) parcel from the existing ± 12.7 hectare (± 31.56 acre) residential lot. The retained parcel is proposed to have an area of ± 8.67 hectares

(±21.68 acres). The applicants are proposing this severance for the purpose of creating a new residential lot.

6.1.4 Public Presentations (if any)

Rita Jabbour, Planner, wrote:

Official Plan Designation: "Estate Residential"

Zoning: Residential District 1.2 (R1.2) –Pleasant Valley –estate residential, limited agricultural uses

An application for consent has been submitted for the vacant lands located on the south side of 4th Concession Road in the former township of Colchester South. The subject property is designated "Estate Residential" under the Town of Essex Official Plan and zoned Residential District 1.2 (R1.2) for estate residential, limited agricultural uses under Town of Essex Zoning Bylaw, Bylaw 1037.

The applicants are proposing to sever a ±3.95 hectare (±9.88 acre) parcel from the existing ±12.7 hectare (±31.56 acre) lot for the purposes of creating a new residential lot. The retained parcel is proposed to have an area of +8.67 hectares (+21.68 acres). The width of the severed and retained lot will be +93 metres (+304 feet) and +446 metres (+1464 feet). In accordance with section 5.10 of the Town of Essex Official Plan, the minimum lot area for the estate residential land designation will be 4 hectares. In accordance with the Town of Essex Zoning Bylaw, the minimum width for lots within the R1.2 zoning district is 60 metres (200 feet). The severed and retained parcel will conform to these regulations.

The severed parcel is proposed to be accessed by way of an existing access area off of County Road 23. The severed parcel however does not have access to a municipally owned or operated water, sanitary or storm water sewer. In accordance with section 6.1 of the Town of Essex Official Plan, the division of land will only be permitted when it has been established that the severed and retained parcels involved are suitable to provide adequate means of potable water supply, sanitary sewage treatment and disposal, and stormwater management in accordance with the provisions of the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction and the necessary approvals are obtained.

The severed and retained lot are of an adequate size to accommodate a private sewage system. The applicants will be responsible for installing private water and sewage collection and treatment systems to the satisfaction of the Town and the statutory approval authority having jurisdiction at the time of application for building permit.

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 Friday October 11, 2019.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

Comments were also received from Kristoffer Balallo, Engineering Technician with the County of Essex. The comments provided were engineering related only and were not reviewed from a planning perspective. The applicant will be required to comply with County Road regulations to provide for the protection of highways and the installation of entrance ways and County Bylaws to regulate the location of buildings and structures on land adjacent to county Roads.

No comments were received from circulated internal agencies as of Friday October 11, 2019.

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 all of the above conditions be fulfilled on or before October 15, 2020.

Additional comments resulting from circulation.

Corinne Chiasson, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Consent B-27-19 B-28-19. The applicants are proposing to sever a 3.95 ha parcel from the existing 12.7 ha

residential lot, in order to create a new residential lot (B-27-19). The applicants are also proposing to sever a 55.8 square metre parcel from the existing 720 square metre residential lot for the purpose of a lot addition to the property identified as 4995 4th Concession Road.

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed 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.

Portions of 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 western portion of the parcel falls within the regulated area of the Dryburgh D&W. 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 the regulations.

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 PPS, 2014 - Stormwater Management

Our office has reviewed the proposal and has no concerns relating to stormwater management.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014

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. 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. Our information indicates that the subject property may support habitat of endangered species and threatened species. As per Section 2.1.7 of the PPS, 2014 – "Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements". All species listed as endangered or threatened (aquatic species, plants, mammals, birds, reptiles, amphibians, etc.) as well as their related habitats, are protected under the provincial Endangered Species Act. Prior to any proposed works on this property, contact should be made with the Species at Risk Branch of the Ministry of Environment, Conservation and Parks (MECP) to confirm any issues with respect to the Endangered Species Act on this property. It is the proponent's responsibility to ensure all issues related to the Endangered Species Act are addressed. All inquiries regarding the

Endangered Species Act should be made with Permissions and Compliance Section of the MECP (email address: SAROntario@ontario.ca). Please see the attached Technical Memo: Aylmer District Species at Risk Screening Process for further information. Our review of the application confirms that all other aspects of the natural heritage policies of the PPS 2014 have been addressed, we would therefore have no objections to this application.

FINAL RECOMMENDATION

We have no objections to this Consent application

Kristoffer Balallo, Engineering Technician, County of Essex wrote:

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 23. The Applicant will be required to comply with the following County Road regulations:

County By-Law Number 2481 - A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

County By-Law Number 2480 - A By-Law of the Corporation of the County of Essex to Regulate the Location of Buildings and Structures on Land Adjacent to County Roads. The minimum setback for any proposed structures on this property must be 85 feet from the centre of the original ROW of County Road No. 23. Permits are necessary for any changes to existing entrances and structures, or the construction of new entrances or structures.

We are requesting a copy of the Decision of the aforementioned application. Should this application be approved we are requesting a copy of the revised survey plan of the subject lands in order to update our mapping records. Thank you for your assistance and cooperation in this matter.

Discussions:

Rita Jabbour, Manager, Planning Services, explains the nature of the application.

Moved by: Phil Pocock

Seconded by: Brian Gray

(COA-2019-10-90) That application B-27-19 be granted to sever a ± 3.95 hectare (± 9.88 acre) parcel from the existing ± 12.7 hectare (± 31.56 acre) residential lot for the purpose of lot creation.

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 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 all of the above conditions be fulfilled on or before October 15, 2020.

“Carried”

6.5 Rita Jabbour, Planner RE:

Application B-28-19 Yvonne & Ronald Davie, V/L on the South side of 4th Concession 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 South side of 4th Concession Road in the former township of Colchester South. The applicants are proposing to sever a ±0.6 hectare (±1.64 acre) parcel from the existing +12.7 hectare (±31.56 acre) residential lot. The retained parcel is proposed to have an area of ±12.1 hectares (±29.9 acres). The applicant is proposing this severance for the purpose of a lot addition. The severed parcel is proposed to be merged with the lands located directly to the North and known municipally as 4995 4th Concession.

6.1.5 Public Presentation

Rita Jabbour, Planner, wrote:

Official Plan Designation: “Estate Residential”

Zoning: Residential District 1.2 (R1.2) –Pleasant Valley –estate residential, limited agricultural uses

An application for consent has been submitted for the vacant lands located on the South Side of 4th Concession Road in the former township of Colchester South. The subject property is designated “Estate Residential” under the Town of Essex Official Plan and zoned Residential District 1.2 (R1.2) for estate residential, limited agricultural uses under Town of Essex Zoning Bylaw, Bylaw 1037.

The applicants are proposing to sever a ± 0.6 hectare (± 1.64 acre) parcel from the existing ± 12.7 hectare (± 31.56 acre) lot. The applicants are proposing this consent for the purposes of a lot addition. The severed lot is proposed to be merged with the lands located directly to the North and known municipally as 4995 4th Concession Road.

The minimum lot area required for lots zoned R1.2 is 4 hectares (10 acres). The retained lot will measure ± 12.1 hectares (± 29.9 acres). Thus, the proposed severance will not affect the lot area for the retained parcel.

As a condition of this consent, the applicants will be responsible for providing evidence to ensure the severed parcel is merged with the property at 4995 4th Concession Road.

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 Friday October 11, 2019.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections.

Comments were also received from Kristoffer Balallo, Engineering Technician with the County of Essex. The comments provided were engineering related only and were not reviewed from a planning perspective. The applicant will be required to comply with County Road regulations to provide for the protection of highways and the installation of entrance ways and County Bylaws to regulate the location of buildings and structures on land adjacent to county Roads.

No comments were received from circulated internal agencies as of Friday October 11, 2019.

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 located to the north of the subject property and known municipally as 4995 4th Concession 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 all of the above conditions be fulfilled on or before October 15, 2020.

Additional comments resulting from circulation.

Corinne Chiasson, Resource Planner, Essex Region Conservation Authority (ERCA), wrote:

The following is provided as a result of our review of Application for Consent B-27-19 B-28-19. The applicants are proposing to sever a 3.95 ha parcel from the existing 12.7 ha residential lot, in order to create a new residential lot (B-27-19). The applicants are also proposing to sever a 55.8 square metre parcel from the existing 720 square metre residential lot for the purpose of a lot addition to the property identified as 4995 4th Concession Road.

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed 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.

Portions of 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 western portion of the parcel falls within the regulated area of the Dryburgh D&W. 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 the regulations.

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 PPS, 2014 - Stormwater Management

Our office has reviewed the proposal and has no concerns relating to stormwater management.

PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014

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. 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. Our information indicates that the subject property may support habitat of endangered species and threatened species. As per Section 2.1.7 of the PPS, 2014 – "Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements". All species listed as endangered or threatened (aquatic species, plants, mammals, birds, reptiles, amphibians, etc.) as well as their related habitats, are protected under the provincial Endangered Species Act. Prior to any proposed works on this property, contact should be made with the Species at Risk Branch of the Ministry of Environment, Conservation and Parks (MECP) to confirm any issues with respect to the Endangered Species Act on this property. It is the proponent's responsibility to ensure all issues related to the Endangered Species Act are addressed. All inquiries regarding the Endangered Species Act should be made with Permissions and Compliance Section of the MECP (email address: SAROntario@ontario.ca). Please see the attached Technical Memo: Aylmer District Species at Risk Screening Process for further information. Our review of the application confirms that all other aspects of the natural heritage policies of the PPS 2014 have been addressed, we would therefore have no objections to this application.

FINAL RECOMMENDATION

We have no objections to this Consent application

Kristoffer Balallo, Engineering Technician, County of Essex wrote:

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 23. The Applicant will be required to comply with the following County Road regulations:

County By-Law Number 2481 - A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

County By-Law Number 2480 - A By-Law of the Corporation of the County of Essex to Regulate the Location of Buildings and Structures on Land Adjacent to County Roads.

The minimum setback for any proposed structures on this property must be 85 feet from the centre of the original ROW of County Road No. 23. Permits are necessary for any changes to existing entrances and structures, or the construction of new entrances or structures.

We are requesting a copy of the Decision of the aforementioned application. Should this application be approved we are requesting a copy of the revised survey plan of the subject lands in order to update our mapping records. Thank you for your assistance and cooperation in this matter.

Discussions:

Rita Jabbour, Manager, Planning Services, explains the nature of the application

Moved by Phil Pocock

Seconded by: Brian Gray

(**COA2019-10-81**) To grant application B-28-19 to sever a ± 0.6 hectare (± 1.64 acre) parcel from the existing ± 12.7 hectare (± 31.56 acre) residential lot. The severed parcel is proposed to be merged with the lands located directly to the North and known municipally as 4995 4th Concession.

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 lands located to the north of the subject property and known municipally as 4995 4th Concession 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 all of the above conditions be fulfilled on or before October 15, 2020.

“Carried”

7. Correspondence

8. New Business

8.1 File No. B-17-19 (7880 County Road 18) LPAT Update

Rita, Manager, Planning Services, provides the Committee members with an update on the Local Planning Appeal Tribunal (LPAT) hearing for consent application B-17-19 (7880 County Rd 18).

She advises that a date has been set by the LPAT for Friday, November 15th, 2019 at 11:00 a.m. at the Essex Civic Centre, in the Council Chambers.

She states that the Secretary Treasurer will be speaking on behalf of the Town of Essex at the hearing and states that anyone can attend but only the applicant and secretary treasurer can speak at the hearing.

Ray Beneteau requests clarification on the Secretary Treasurer role at the hearing. He states that he would like to know if the treasurer will speak on behalf of the Committee and their decision.

She advises that she has to remain unbiased and only speak to the (Provincial Policy Statement) PPS and Town Official Plan.

Percy Dufour requests that Rita contact the LPAT and place him on the list to speak at the hearing as he would like to speak on behalf of the Committee.

He states that he understands that the Secretary Treasurer has to remain objective and can only speak to the PPS and Official Plan. He advises he would like the opportunity to advise the LPAT of the reasons behind the decision.

Rita advises that she will speak with the Director of Planning at the Town of Essex and LPAT and inquire about the Chair speaking at the hearing on November 15th, 2019.

Percy request that a copy of the LPAT notice be given to each member for review prior to the meeting.

9. Notices of Motion

10. Adjournment

Moved by Ray Beneteau

Seconded by Phil Pocock

(COA-2019-10-82) That the meeting be adjourned at 4:49 p.m.

"Carried"

11. Next Meeting

Tuesday November 19th, 2019 at 4:00 pm, Council Chambers, 33 Talbot Street South,
Essex, Ontario.

Chair

Secretary-Treasurer/Manager, Planning
Services



January 2020 Bank Payments Report

Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for January 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
50921	DES026	DesRosiers, Dan	January 2, 2020	\$2,000.00
50922	ABE001	Abell Pest Control	January 7, 2020	\$73.45
50923	AIR005	Airon Hvac & Control Ltd	January 7, 2020	\$96.11
50924	AMC002	AMCTO	January 7, 2020	\$457.65
50925	ARN005	Arnel, Richard - Petty Cash	January 7, 2020	\$149.45
50926	AUX001	Auxilium Group	January 7, 2020	\$6,780.00
50927	CIN001	Cintas Canada Limited	January 7, 2020	\$52.68
50928	COM016	Communities in Bloom	January 7, 2020	\$445.00
50929	DEP002	Dependable Emergency Vehicles	January 7, 2020	\$1,669.46
50930	FLO008	Flood, Michael R.	January 7, 2020	\$4,204.21
50931	HAR038	Harrow & Colchester South Cham	January 7, 2020	\$750.00
50932	LAW008	Law Society of Ontario	January 7, 2020	\$2,334.58
50933	MUN012	Munger Plumbing & Electric	January 7, 2020	\$403.77
50934	ONT009	Ontario Association of Fire Ch	January 7, 2020	\$576.30
50935	ONT058	Ontario Business Improvement A	January 7, 2020	\$254.52
50936	PAR006	Parks & Recreation Ontario	January 7, 2020	\$1,921.00
50937	PHO004	Phoenix Drilling Inc.	January 7, 2020	\$28,476.00
50938	PRA001	Praxair Canada Inc	January 7, 2020	\$259.85
50939	RIV009	Riverside Elevators	January 7, 2020	\$135.60
50940	SCH002	Schinkel's Meat Market	January 7, 2020	\$100.57
50941	TOW004	Town of Kingsville	January 7, 2020	\$448.95
50942	MAM001	Mama's Place Italian Restauran	January 10, 2020	\$388.45
50943	FES001	Festival Tent & Party Rentals	January 10, 2020	\$274.03
50944	PRI025	Prieur, Kelly (Lottery)	January 10, 2020	\$432.00
50945	FPT001	FP - Teleset	January 14, 2020	\$11,300.00
50946	ABC003	ABC Recreation Ltd.	January 20, 2020	\$10,568.83
50947	AFF001	Affleck Sheet Metal	January 20, 2020	\$994.40
50948	ALL028	Allsop Plumbing Inc.	January 20, 2020	\$90.40
50949	AMC002	AMCTO	January 20, 2020	\$915.30
50950	BAR033	Barry Cordage Ltd.	January 20, 2020	\$4,585.88
50951	BEL017	Bell Canada-Public Access	January 20, 2020	\$56.50
50952	BLA013	Blackburn Radio Inc.	January 20, 2020	\$2,250.11
50953	CAD002	Caduceon Enterprises Inc.	January 20, 2020	\$162.72
50954	CAN001	K & S Windsor Salt Ltd	January 20, 2020	\$16,673.73
50955	CAN008	Canadian Tods Limited	January 20, 2020	\$1,130.00
50956	CAN065	Canada Lighting & Sign Service	January 20, 2020	\$5,361.85
50957	CAR030	Cardinal Couriers Ltd	January 20, 2020	\$162.02
50958	CEN014	Central Animal Hospital	January 20, 2020	\$600.00
50959	CIN001	Cintas Canada Limited	January 20, 2020	\$52.68
50960	CLA007	Classic Displays	January 20, 2020	\$1,489.21
50961	COT006	Cottam Radiator	January 20, 2020	\$1,362.13
50962	DER003	S Derochie & Associates Inc.	January 20, 2020	\$2,825.00
50963	DIC008	Dick, Kim	January 20, 2020	\$63.00
50964	DLM001	D.L.M. Emissions Testing Inc.	January 20, 2020	\$315.00
50965	DOM003	Domino's Pizza	January 20, 2020	\$291.79
50966	DOU004	Dougall Avenue Veterinary Hosp	January 20, 2020	\$300.00
50967	DUN014	Dunn, Katie	January 20, 2020	\$20.00
50968	ECO005	Economic Developers Associatio	January 20, 2020	\$525.74
50969	ERC001	Essex Region Conservation Auth	January 20, 2020	\$150.00
50970	ESB001	HUBB CAP	January 20, 2020	\$6,796.79
50971	ESS002	Essex 73's	January 20, 2020	\$927.50
50972	ESS017	Essex Free Press	January 20, 2020	\$1,824.81
50973	EVE006	Evergreen Lawns	January 20, 2020	\$339.00
50974	FIS002	Fisher's Regalia	January 20, 2020	\$641.65
50975	FRA011	Francotyp - Postalia Canada In	January 20, 2020	\$101.70
50976	GFL001	GFL Environmental Inc.	January 20, 2020	\$82.22
50977	GIG004	Gignac, Len	January 20, 2020	\$132.20
50978	HAR001	The Harrow News & County Print	January 20, 2020	\$661.06
50979	HID001	Hidden Dragon Martial Arts Aca	January 20, 2020	\$226.00
50980	IND004	Indoor Environmental Specialis	January 20, 2020	\$947.96
50981	JCY001	JC Yard Maintenance	January 20, 2020	\$2,034.00
50982	KEN001	Ken Knapp Ford Sales Ltd	January 20, 2020	\$6,000.00
50983	KUC002	Kucera Group	January 20, 2020	\$401.36
50984	LAC007	Lacasse Spg	January 20, 2020	\$96.05
50985	LEN002	Len Taylor & Sons Ltd	January 20, 2020	\$307.95



General Account Cheque Register for January 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
50986	MAI016	Mailloux, Joe	January 20, 2020	\$162.71
50987	MAK002	Mak, Kimberley	January 20, 2020	\$253.36
50988	MAR083	Martin & Levesque Inc	January 20, 2020	\$157.09
50989	MCK006	McKee, Jason	January 20, 2020	\$21,864.43
50990	MCQ002	McQueen, Chris	January 20, 2020	\$40.00
50991	MCT001	McTague Law Firm LLP	January 20, 2020	\$145.77
50992	MIN001	Minister of Finance	January 20, 2020	\$284,514.64
50993	MUN003	Municipal Finance Officers' As	January 20, 2020	\$355.95
50994	MUN004	Municipal Media Inc.	January 20, 2020	\$678.00
50995	MUN012	Munger Plumbing & Electric	January 20, 2020	\$1,392.62
50996	MUN017	MISA Ontario	January 20, 2020	\$503.98
50997	NEV003	Nevan Construction Incorporate	January 20, 2020	\$38,535.77
50998	OAP002	OAPSB Zone 6	January 20, 2020	\$55.00
50999	OMT001	OMTRA	January 20, 2020	\$254.25
51000	PHO004	Phoenix Drilling Inc.	January 20, 2020	\$2,034.00
51001	POC003	Pocock, Phil	January 20, 2020	\$20.00
51002	PRA001	Praxair Canada Inc	January 20, 2020	\$56.23
51003	REC001	Receiver General	January 20, 2020	\$27,194.81
51004	ROU009	Rounding Michael	January 20, 2020	\$100.00
51005	SHA022	Shaheen, Matt	January 20, 2020	\$936.58
51006	SHI008	SHI Canada ULC	January 20, 2020	\$5,085.00
51007	SHR001	Shred-it International ULC	January 20, 2020	\$150.30
51008	SNA002	Snap-on Tools	January 20, 2020	\$24.24
51009	SNG001	Stop N Go	January 20, 2020	\$2,080.86
51010	STO011	Stone Orchard, Inc.	January 20, 2020	\$299.25
51011	SWE014	Sweetman, Amy	January 20, 2020	\$63.00
51012	TIL005	TILBURY STEEL SERVICE CENTRE	January 20, 2020	\$399.46
51013	TOW002	Town of Essex	January 20, 2020	\$600.09
51014	TOW010	Town of Essex	January 20, 2020	\$204.90
51015	UNI026	Unique Group (SWO) Inc.	January 20, 2020	\$3,869.12
51016	VAN032	Vandermuren, Richard	January 20, 2020	\$203.39
51017	VIA001	Viale, Rudy & Elizabeth	January 20, 2020	\$20.00
51018	WAL006	Wall, Isaak	January 20, 2020	\$627.00
51019	WAL024	Walker Aggregates Inc.	January 20, 2020	\$2,871.75
51020	WIN003	Windsor-Essex County Health Un	January 20, 2020	\$2,032.73
51021	WUR001	Wurth Canada Limited	January 20, 2020	\$729.53
51022	XER001	Xerox Canada	January 20, 2020	\$399.89
51023	ZHA001	Zhao, Qingchou	January 20, 2020	\$7,105.00
51024	HAR052	Harrow Garden Society	January 24, 2020	\$649.19
51025	COL025	Colchester Garden Club	January 24, 2020	\$971.14
51026	HER002	Heritage Essex	January 29, 2020	\$25,000.00
51027	AIR005	Airon Hvac & Control Ltd	January 30, 2020	\$4,508.70
51028	ALO002	Aloisio, Claudio	January 30, 2020	\$250.00
51029	AON002	Aon Reed Stenhouse Inc.	January 30, 2020	\$791,218.20
51030	CAL009	Calhoun, Judith Daune	January 30, 2020	\$148.98
51031	CIN001	Cintas Canada Limited	January 30, 2020	\$379.25
51032	CLA007	Classic Displays	January 30, 2020	\$3,055.29
51033	COT006	Cottam Radiator	January 30, 2020	\$637.32
51034	DAR002	Darem Hardware	January 30, 2020	\$344.09
51035	DOM003	Domino's Pizza	January 30, 2020	\$252.85
51036	ERC001	Essex Region Conservation Auth	January 30, 2020	\$40,513.00
51037	ESS002	Essex 73's	January 30, 2020	\$1,715.63
51038	ESS044	Town of Essex	January 30, 2020	\$622.65
51039	FIR002	Fire Marshal's Public Fire Saf	January 30, 2020	\$100.00
51040	GAR003	Garon, Joe	January 30, 2020	\$363.76
51041	INT020	Integrated Audio Visual	January 30, 2020	\$1,940.78
51042	JOB004	Jobin, Rose Marie	January 30, 2020	\$135.49
51043	LAB018	Dr. Laba-Kaczmarek Medical Gro	January 30, 2020	\$3,500.00
51044	MAR100	Martin, Alfred Raymond	January 30, 2020	\$33.47
51045	MAT025	Matte, Jordan Andrew	January 30, 2020	\$17.04
51046	MIC006	Michelin North America (Canada	January 30, 2020	\$652.69
51047	MUN012	Munger Plumbing & Electric	January 30, 2020	\$531.64
51048	PET012	Petrie, Richard	January 30, 2020	\$41.00
51049	PRA001	Praxair Canada Inc	January 30, 2020	\$667.95
51050	REC001	Receiver General	January 30, 2020	\$1,695.00



General Account Cheque Register for January 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
51051	RIL002	Riley Manufacturing	January 30, 2020	\$602.69
51052	RIV009	Riverside Elevators	January 30, 2020	\$135.60
51053	ROB019	Robinson, Douglas	January 30, 2020	\$700.00
51054	SEX001	SEXAUER LTD	January 30, 2020	\$165.93
51055	STE001	Sterling Marking Products Inc.	January 30, 2020	\$196.40
51056	TAL005	Talbot Trail Farms Ltd.	January 30, 2020	\$142.97
51057	TOW002	Town of Essex	January 30, 2020	\$14,950.00
51058	ULI002	ULINE CANADA CORPORATION	January 30, 2020	\$1,044.93
51059	WIN056	Windsor Body Magazine	January 30, 2020	\$974.06
51060	XER001	Xerox Canada	January 30, 2020	\$791.91
51061	HHH001	Harrow Home Hardware	January 31, 2020	\$2,876.38
EFT001862	BEZ001	Bezaire, Mike	January 3, 2020	\$3,766.66
EFT001863	CAK001	Cakebread, Cynthia	January 3, 2020	\$397.76
EFT001864	CAR011	Carrier Centers	January 3, 2020	\$94.90
EFT001865	CIM001	CIMCO Refrigeration	January 3, 2020	\$3,022.28
EFT001866	COR004	Corporate Billing	January 3, 2020	\$468.80
EFT001867	CTY001	The Corporation of the City of	January 3, 2020	\$1,468.06
EFT001868	ESS084	Essex County K9 Services	January 3, 2020	\$2,585.73
EFT001869	FES001	Festival Tent & Party Rentals	January 3, 2020	\$2,835.00
EFT001870	HOL001	Holland Cleaning Solutions Ltd	January 3, 2020	\$1,410.84
EFT001871	KEL015	Kelcom - Radio Division	January 3, 2020	\$2,778.67
EFT001872	KEN002	Ken Lapain & Sons Ltd.	January 3, 2020	\$4,201.77
EFT001873	LIF001	Lifesaving Society	January 3, 2020	\$922.05
EFT001874	MAR060	Martynse, Bruce	January 3, 2020	\$12.00
EFT001875	MET004	Metcalfe, Heather	January 3, 2020	\$75.40
EFT001876	THY001	Thyssenkrupp Elevator	January 3, 2020	\$813.60
EFT001877	AGR002	Agris Co-Operative Ltd.	January 17, 2020	\$430.13
EFT001878	AMO001	Association of Municipalities	January 17, 2020	\$6,866.38
EFT001879	APP005	Applied Computer Solutions Inc	January 17, 2020	\$750.89
EFT001880	ARG001	Argent, Sylene	January 17, 2020	\$200.00
EFT001881	CAR011	Carrier Centers	January 17, 2020	\$376.56
EFT001882	CCC002	Colonial Coffee Co. Ltd.	January 17, 2020	\$39.24
EFT001883	CED003	Cedar Signs	January 17, 2020	\$3,680.03
EFT001884	CLS001	Canadian Linen and Uniform Ser	January 17, 2020	\$310.69
EFT001885	COR004	Corporate Billing	January 17, 2020	\$77.29
EFT001886	CTY001	The Corporation of the City of	January 17, 2020	\$956.55
EFT001887	EMC002	EMCO Corporation	January 17, 2020	\$5,563.04
EFT001888	GAL005	Gallant, Tanner	January 17, 2020	\$12.00
EFT001889	GRE005	Green Shield Canada	January 17, 2020	\$51,297.36
EFT001890	HAM010	Hamilton, Nathan	January 17, 2020	\$283.00
EFT001891	JEF001	Jeff Shepley Excavating Ltd.	January 17, 2020	\$2,732.19
EFT001892	JEF003	Jeffrey, Ed	January 17, 2020	\$160.00
EFT001893	JUT001	Jutzi Water Technologies	January 17, 2020	\$1,501.77
EFT001894	KEL001	Kelcom - Windsor Copier Inc.	January 17, 2020	\$683.65
EFT001895	KEL015	Kelcom - Radio Division	January 17, 2020	\$548.67
EFT001896	KRI004	KRIS KELLY SIGNS WINDSOR LTD	January 17, 2020	\$293.80
EFT001897	LAS001	Laser Art Inc	January 17, 2020	\$25.26
EFT001898	MUN008	Municipal Employer Pension Cen	January 17, 2020	\$450.87
EFT001899	MYE002	Myers Truck & Trailer Repair	January 17, 2020	\$91.53
EFT001900	NEL002	Nella Cutlery (Hamilton) Inc.	January 17, 2020	\$158.20
EFT001901	ONT016	Ontario Clean Water Agency	January 17, 2020	\$246,218.49
EFT001902	PRO004	ProTrades Mechanical Inc.	January 17, 2020	\$720.38
EFT001903	RCA001	RCAP Leasing Inc.	January 17, 2020	\$478.89
EFT001904	REG001	Reg Clark Truck Ltd	January 17, 2020	\$14,362.76
EFT001905	SEC002	Security One Alarm Systems Ltd	January 17, 2020	\$147.43
EFT001906	SNI001	Snively, Lawrence	January 17, 2020	\$333.44
EFT001907	SUN002	Sun Life Assurance Company of	January 17, 2020	\$14,352.43
EFT001908	SUN010	Sunparlour Locksmiths Mobile S	January 17, 2020	\$134.19
EFT001909	TUZ001	Tuzlova, Tanya	January 17, 2020	\$558.87
EFT001910	VIG001	Vigneux, Gerry	January 17, 2020	\$100.00
EFT001911	WAS004	Waste Connections of Canada In	January 17, 2020	\$1,122.28
EFT001912	WOL004	Wolseley Canada Inc	January 17, 2020	\$13,094.85
EFT001913	WOR010	Work Authority	January 17, 2020	\$325.43
EFT001914	APP005	Applied Computer Solutions Inc	January 18, 2020	\$70.63
EFT001915	ARG001	Argent, Sylene	January 18, 2020	\$27.10



General Account Cheque Register for January 2020

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT001916	BEZ001	Bezaire, Mike	January 18, 2020	\$5,359.96
EFT001917	BOW001	Bowman, Morley	January 18, 2020	\$137.54
EFT001918	CLS001	Canadian Linen and Uniform Ser	January 18, 2020	\$57.97
EFT001919	COL001	Colenutt Signs Limited	January 18, 2020	\$667.83
EFT001920	CTS001	County Towing Inc.	January 18, 2020	\$857.13
EFT001921	CTY001	City of Windsor	January 18, 2020	\$6,491.55
EFT001922	CUP001	Canadian Union of Public Emplo	January 18, 2020	\$2,120.44
EFT001923	DEN011	Denonville, Alex	January 18, 2020	\$1,128.25
EFT001924	DIA003	Diamond Software, Inc.	January 18, 2020	\$51,019.64
EFT001925	ESO001	eSolutions Group	January 18, 2020	\$819.25
EFT001926	ESS084	Essex County K9 Services	January 18, 2020	\$870.10
EFT001927	FES001	Festival Tent & Party Rentals	January 18, 2020	\$207.92
EFT001928	GEO001	Georgian Bay Fire & Safety Ltd	January 18, 2020	\$1,678.05
EFT001929	JAC001	Jack's Auto Service	January 18, 2020	\$2,229.93
EFT001930	KOL004	Kolasa, Zak	January 18, 2020	\$578.50
EFT001931	LIF001	Lifesaving Society	January 18, 2020	\$383.15
EFT001932	MON001	Monarch Office Supply Inc.	January 18, 2020	\$1,627.99
EFT001933	NJP001	N.J. Peralta Engineering Ltd	January 18, 2020	\$6,248.90
EFT001934	OME001	OMERS	January 18, 2020	\$69,176.10
EFT001935	ONT016	Ontario Clean Water Agency	January 18, 2020	\$59,742.29
EFT001936	PRE012	Preview Inspections & Consulti	January 18, 2020	\$508.50
EFT001937	REN002	Larry Renaud Ford & RV Sales	January 18, 2020	\$555.36
EFT001938	ROO002	Rood Engineering	January 18, 2020	\$12,380.28
EFT001939	SCL001	Stantec	January 18, 2020	\$3,779.58
EFT001940	STA030	Stationery & Stuff Inc.	January 18, 2020	\$84.75
EFT001941	SUN010	Sunparlour Locksmiths Mobile S	January 18, 2020	\$375.73
EFT001942	TWO001	Two Way Automotive	January 18, 2020	\$180.32
EFT001943	VAN029	Vander Doelen, Chris	January 18, 2020	\$655.12
EFT001944	VOL001	E.R. Vollans Ltd.	January 18, 2020	\$6,617.59
EFT001945	WIN010	Windsor-Essex County Humane So	January 18, 2020	\$1,300.00
EFT001946	WOL004	Wolseley Canada Inc	January 18, 2020	\$726.18
EFT001947	ARG001	Argent, Sylene	January 30, 2020	\$296.88
EFT001948	BEZ001	Bezaire, Mike	January 30, 2020	\$1,892.75
EFT001949	BON026	Bondy, Sherry	January 30, 2020	\$292.32
EFT001950	CIM001	CIMCO Refrigeration	January 30, 2020	\$818.78
EFT001951	EMP006	Empire Business Continuity Con	January 30, 2020	\$536.07
EFT001952	ESS030	Essex Windsor Solid Waste Auth	January 30, 2020	\$57,637.98
EFT001953	ESS084	Essex County K9 Services	January 30, 2020	\$2,585.72
EFT001954	GRA040	Graybar Canada	January 30, 2020	\$540.59
EFT001955	GRE001	Great Lakes Safety Products	January 30, 2020	\$278.56
EFT001956	GRE003	Greater Essex County District	January 30, 2020	\$17,616.14
EFT001957	HOL001	Holland Cleaning Solutions Ltd	January 30, 2020	\$73.10
EFT001958	JAC001	Jack's Auto Service	January 30, 2020	\$198.10
EFT001959	KEL001	Kelcom - Windsor Copier Inc.	January 30, 2020	\$227.13
EFT001960	KEL015	Kelcom - Radio Division	January 30, 2020	\$2,778.67
EFT001961	LEK001	Lekter Industrial Services Inc	January 30, 2020	\$722.07
EFT001962	LIF001	Lifesaving Society	January 30, 2020	\$2,921.62
EFT001963	MEL044	Meloche, Jeff	January 30, 2020	\$12.00
EFT001964	MON001	Monarch Office Supply Inc.	January 30, 2020	\$4.81
EFT001965	NEL002	Nella Cutlery (Hamilton) Inc.	January 30, 2020	\$276.85
EFT001966	REN002	Larry Renaud Ford & RV Sales	January 30, 2020	\$151.40
EFT001967	ROL005	Roles, Breanna	January 30, 2020	\$109.04
EFT001968	SHA007	Sharp Bus Lines Limited	January 30, 2020	\$214.70
EFT001969	TWO001	Two Way Automotive	January 30, 2020	\$5.36
EFT001970	VAL009	Valvoline Express Care	January 30, 2020	\$105.80
EFT001971	WAV002	Wave Direct Telecommunications	January 30, 2020	\$718.32
EFT001972	WIN010	Windsor-Essex County Humane So	January 30, 2020	\$670.00
EFT001973	WOL004	Wolseley Canada Inc	January 30, 2020	\$113.00
EFT001974	CTY002	County of Essex	January 30, 2020	\$8,532.22
EFT001975	FAS002	Fastenal Canada, LTD	January 30, 2020	\$1,240.54
EFT001976	WIN022	Windsor-Essex Catholic Distric	January 30, 2020	\$292.85
EFT001977	BLA019	Blais, Katie	January 31, 2020	\$184.97
EFT001978	ESS019	Essex Home Hardware	January 31, 2020	\$1,137.16
Total Cheques				\$2,181,638.04



Preauthorized Payments for January 2020

Date	Vendor	Description	Amount
January 3, 2020	API Alarm Monitoring	Miscellaneous Payment	\$22.60
January 15, 2020	957590 Global Leasing	Bill Payment	\$319.89
January 29, 2020	Allstream	Bill Payment	\$45.45
January 21, 2020	Allstream	Bill Payment	\$60.96
January 24, 2020	Allstream	Bill Payment	\$60.96
January 24, 2020	Allstream	Bill Payment	\$60.96
January 30, 2020	Allstream	Bill Payment	\$61.64
January 17, 2020	Allstream	Bill Payment	\$64.52
January 17, 2020	Allstream	Bill Payment	\$64.52
January 17, 2020	Allstream	Bill Payment	\$66.16
January 21, 2020	Allstream	Bill Payment	\$68.08
January 24, 2020	Allstream	Bill Payment	\$70.00
January 24, 2020	Allstream	Bill Payment	\$71.81
January 30, 2020	Allstream	Bill Payment	\$93.23
January 21, 2020	Allstream	Bill Payment	\$110.68
January 17, 2020	Allstream	Bill Payment	\$117.80
January 21, 2020	Allstream	Bill Payment	\$165.66
January 30, 2020	Allstream	Bill Payment	\$205.87
January 15, 2020	BAM Fee	Lease Payment	\$10.20
January 27, 2020	Bell Canada	Bill Payment	\$68.79
January 23, 2020	Bell Canada	Bill Payment	\$102.54
January 23, 2020	Bell Canada	Bill Payment	\$155.27
January 17, 2020	Bell Canada	Bill Payment	\$163.12
January 23, 2020	Bell Canada	Bill Payment	\$164.92
January 23, 2020	Bell Canada	Bill Payment	\$200.14
January 20, 2020	Bell Canada	Bill Payment	\$226.96
January 2, 2020	Bell Canada	Bill Payment	\$385.86
January 7, 2020	Cogeco Connexion	Bill Payment	\$101.64
January 2, 2020	Cogeco Connexion	Bill Payment	\$124.24
January 29, 2020	Cogeco Connexion	Bill Payment	\$124.24
January 9, 2020	Cogeco Connexion	Bill Payment	\$137.74
January 6, 2020	Cogeco Connexion	Bill Payment	\$169.44
January 2, 2020	Dell Finance	Lease Payment	\$87.21
January 16, 2020	Dell Finance	Lease Payment	\$699.44
January 27, 2020	Dell Finance	Lease Payment	\$2,491.03
January 21, 2020	Dell Finance	Lease Payment	\$164.77
January 16, 2020	ELK Energy	Bill Payment	\$13.42
January 16, 2020	ELK Energy	Bill Payment	\$14.44
January 16, 2020	ELK Energy	Bill Payment	\$14.44
January 16, 2020	ELK Energy	Bill Payment	\$14.45
January 16, 2020	ELK Energy	Bill Payment	\$15.54
January 16, 2020	ELK Energy	Bill Payment	\$17.84
January 16, 2020	ELK Energy	Bill Payment	\$19.49
January 16, 2020	ELK Energy	Bill Payment	\$19.49
January 16, 2020	ELK Energy	Bill Payment	\$19.49
January 16, 2020	ELK Energy	Bill Payment	\$19.49
January 16, 2020	ELK Energy	Bill Payment	\$20.83
January 16, 2020	ELK Energy	Bill Payment	\$21.63
January 16, 2020	ELK Energy	Bill Payment	\$24.43
January 16, 2020	ELK Energy	Bill Payment	\$25.80
January 16, 2020	ELK Energy	Bill Payment	\$26.24
January 16, 2020	ELK Energy	Bill Payment	\$30.75
January 16, 2020	ELK Energy	Bill Payment	\$31.04
January 16, 2020	ELK Energy	Bill Payment	\$35.07
January 16, 2020	ELK Energy	Bill Payment	\$36.46
January 16, 2020	ELK Energy	Bill Payment	\$39.76
January 16, 2020	ELK Energy	Bill Payment	\$39.76
January 16, 2020	ELK Energy	Bill Payment	\$40.30
January 16, 2020	ELK Energy	Bill Payment	\$45.89
January 16, 2020	ELK Energy	Bill Payment	\$46.13



Preauthorized Payments for January 2020

Date	Vendor	Description	Amount
January 16, 2020	ELK Energy	Bill Payment	\$50.11
January 16, 2020	ELK Energy	Bill Payment	\$53.28
January 16, 2020	ELK Energy	Bill Payment	\$65.32
January 16, 2020	ELK Energy	Bill Payment	\$71.18
January 16, 2020	ELK Energy	Bill Payment	\$76.69
January 16, 2020	ELK Energy	Bill Payment	\$92.90
January 16, 2020	ELK Energy	Bill Payment	\$96.14
January 16, 2020	ELK Energy	Bill Payment	\$109.61
January 16, 2020	ELK Energy	Bill Payment	\$114.60
January 16, 2020	ELK Energy	Bill Payment	\$114.62
January 16, 2020	ELK Energy	Bill Payment	\$116.16
January 16, 2020	ELK Energy	Bill Payment	\$116.94
January 16, 2020	ELK Energy	Bill Payment	\$117.81
January 16, 2020	ELK Energy	Bill Payment	\$146.40
January 16, 2020	ELK Energy	Bill Payment	\$146.40
January 16, 2020	ELK Energy	Bill Payment	\$148.38
January 16, 2020	ELK Energy	Bill Payment	\$153.29
January 16, 2020	ELK Energy	Bill Payment	\$178.37
January 16, 2020	ELK Energy	Bill Payment	\$192.68
January 16, 2020	ELK Energy	Bill Payment	\$193.86
January 16, 2020	ELK Energy	Bill Payment	\$229.86
January 16, 2020	ELK Energy	Bill Payment	\$279.89
January 16, 2020	ELK Energy	Bill Payment	\$403.83
January 16, 2020	ELK Energy	Bill Payment	\$513.27
January 16, 2020	ELK Energy	Bill Payment	\$557.64
January 16, 2020	ELK Energy	Bill Payment	\$688.73
January 16, 2020	ELK Energy	Bill Payment	\$749.10
January 16, 2020	ELK Energy	Bill Payment	\$782.66
January 16, 2020	ELK Energy	Bill Payment	\$1,352.77
January 16, 2020	ELK Energy	Bill Payment	\$1,506.26
January 16, 2020	ELK Energy	Bill Payment	\$1,830.19
January 16, 2020	ELK Energy	Bill Payment	\$5,959.97
January 16, 2020	ELK Energy	Bill Payment	\$6,863.23
January 16, 2020	ELK Energy	Bill Payment	\$9,084.24
January 16, 2020	ELK Energy	Bill Payment	\$14,046.36
January 16, 2020	ELK Energy	Bill Payment	\$14,272.45
January 16, 2020	ELK Energy	Bill Payment	\$26,903.46
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$72.82
January 27, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$88.62
January 6, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$109.96
January 6, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$116.67
January 6, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$131.34
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$152.42
January 23, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$158.57
January 30, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$179.08
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$201.44
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$284.80
January 23, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$412.06
January 23, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$435.38
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$489.62
January 30, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$512.99
January 23, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$660.42
January 28, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$753.51
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$788.32
January 27, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$802.89
January 2, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$1,599.54
January 28, 2020	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$4,376.72
January 27, 2020	GFL (WDS)	Miscellaneous Payment	\$179.72
January 27, 2020	GFL (WDS)	Miscellaneous Payment	\$56,008.74
January 9, 2020	Hydro One	Bill Payment	\$31.09



Preauthorized Payments for January 2020

Date	Vendor	Description	Amount
January 27, 2020	Hydro One	Bill Payment	\$27.87
January 20, 2020	Hydro One	Bill Payment	\$28.48
January 20, 2020	Hydro One	Bill Payment	\$28.48
January 22, 2020	Hydro One	Bill Payment	\$28.48
January 28, 2020	Hydro One	Bill Payment	\$30.63
January 27, 2020	Hydro One	Bill Payment	\$32.41
January 20, 2020	Hydro One	Bill Payment	\$33.06
January 23, 2020	Hydro One	Bill Payment	\$33.78
January 29, 2020	Hydro One	Bill Payment	\$38.61
January 22, 2020	Hydro One	Bill Payment	\$46.85
January 13, 2020	Hydro One	Bill Payment	\$49.74
January 20, 2020	Hydro One	Bill Payment	\$52.28
January 20, 2020	Hydro One	Bill Payment	\$68.29
January 6, 2020	Hydro One	Bill Payment	\$68.88
January 27, 2020	Hydro One	Bill Payment	\$72.72
January 27, 2020	Hydro One	Bill Payment	\$84.90
January 27, 2020	Hydro One	Bill Payment	\$85.44
January 27, 2020	Hydro One	Bill Payment	\$92.78
January 27, 2020	Hydro One	Bill Payment	\$103.86
January 20, 2020	Hydro One	Bill Payment	\$104.80
January 6, 2020	Hydro One	Bill Payment	\$109.32
January 7, 2020	Hydro One	Bill Payment	\$192.71
January 9, 2020	Hydro One	Bill Payment	\$443.65
January 27, 2020	Hydro One	Bill Payment	\$452.28
January 27, 2020	Hydro One	Bill Payment	\$479.20
January 20, 2020	Hydro One	Bill Payment	\$521.74
January 20, 2020	Hydro One	Bill Payment	\$551.30
January 27, 2020	Hydro One	Bill Payment	\$552.25
January 29, 2020	Hydro One	Bill Payment	\$2,328.88
January 7, 2020	Hydro One	Bill Payment	\$3,482.01
January 13, 2020	Hydro One	Bill Payment	\$6,085.52
January 13, 2020	Hydro One	Bill Payment	\$6,756.01
January 13, 2020	Hydro One	Bill Payment	\$7,718.84
January 16, 2020	Ontario Clean Water	Miscellaneous Payment	\$90,242.35
January 30, 2020	Reliance Comfort	Bill Payment	\$16.95
January 27, 2020	Reliance Comfort	Bill Payment	\$22.60
January 24, 2020	Reliance Comfort	Bill Payment	\$28.70
January 29, 2020	Reliance Comfort	Bill Payment	\$28.70
January 30, 2020	Reliance Comfort	Bill Payment	\$28.70
January 20, 2020	Reliance Comfort	Bill Payment	\$33.90
January 30, 2020	Reliance Comfort	Bill Payment	\$159.10
January 24, 2020	Superpass	Bill Payment	\$250.38
January 20, 2020	Telus Mobility	Bill Payment	\$3,117.84
January 9, 2020	US Bank	Bill Payment	\$15,905.35
January 3, 2020	Union Water WBP	Bill Payment	\$38,127.30
Total Pre-Authorized Payments			\$343,588.81



Payroll for January 2020

Pay Week Ending	Pay Date	Amount
December 28, 2019	January 2, 2020	\$89,295.93
January 4, 2020	January 9, 2020	\$89,965.32
January 11, 2020	January 16, 2020	\$93,878.93
January 18, 2020	January 23, 2020	\$90,881.22
January 25, 2020	January 30, 2020	\$87,921.36
Council Remuneration	January 30, 2020	\$13,386.89
Total		\$465,329.65

**PRESENTED AT THE FEBRUARY 2, 2020 REGULAR COUNCIL MEETING,
FOR COUNCIL'S CONSIDERATION AT THE MARCH 2ND MEETING AND
DEFERRED TO THE MARCH 16TH COUNCIL MEETING:**

Moved by Councillor Bondy

Seconded by

That Council at its first regular meeting in March discuss the road tendering of both the cold roll recycled material and the pulverized tar and chip material in order to provide a comparison of the two applications.

**PRESENTED AT THE FEBRUARY 18, 2020 REGULAR COUNCIL MEETING, FOR
COUNCIL'S CONSIDERATION AT THE MARCH 2ND REGULAR COUNCIL
MEETING AND DEFERRED TO THE MARCH 16TH COUNCIL MEETING**

Moved by Deputy Mayor Meloche

Seconded by

That Administration prepare a report on the Town's policy on Special Needs Street Signs, and warning signs of Deer or Turtle Crossings.

-----Original Message-----

From: Meloche, Richard

Sent: Tuesday, February 11, 2020 11:10 AM

To: Auger, Robert <rauger@essex.ca>; Brown, Shelley <sbrown@essex.ca>

Cc: Nepszy, Chris <cnepszy@essex.ca>; CouncilMembers <CouncilMembers@essex.ca>

Subject: Request for Tues Feb 17 Agenda

Again under new business ...

I've recently been notified that the Town no longer installs signs along our roadways to warn drivers of Autistic children in particular neighbourhoods. I'd like to have a discussion on this to determine why and how this change came about. I don't remember there being a discussion to advise council of the change. Does this include roadway signs for deaf and blind as well? What about deer crossings or turtle crossings?

If this is not allowed under New Business I would furthermore request a notice of motion in regard to a report from administration on this subject.

Thanks

Richard

Richard Meloche

Deputy-Mayor

Town of Essex

Mobile: 519-982-2776

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**PRESENTED AT THE FEBRUARY 18, 2020 REGULAR COUNCIL MEETING
FOR COUNCIL'S CONSIDERATION AT THE MARCH 2, 2020 REGULAR
COUNCIL MEETING AND DEFERRED TO THE MARCH 16TH COUNCIL
MEETING:**

Moved by Councillor Verbeek

Seconded by

That Council discuss and have Administration look into the possibility of having surveillance cameras installed at Co An Park.

**PRESENTED AT THE MARCH 2, 2020 REGULAR COUNCIL MEETING, FOR
COUNCIL'S CONSIDERATION AT THE MARCH 16TH COUNCIL MEETING:**

Moved by Councillor Bondy

Seconded by

That Council support a spring and fall open mic night.

**PRESENTED AT THE MARCH 2, 2020 REGULAR COUNCIL MEETING, FOR
COUNCIL'S CONSIDERATION AT THE MARCH 16TH COUNCIL MEETING:**

Moved by Councillor Bjorkman

Seconded by

That the Council of the Town of Essex discuss ways to appropriate funds through, but not limited to the sale of existing properties including part of the Colchester School House property and other developable properties in Colchester; and

Whereas the Town of Essex wishes to have a Tourist Information Centre in the south end of the Town, preferably on County Road 50; and

Whereas the businesses, wineries, restaurants, artists, gift shops, outfitters, golf courses, B & B's, breweries, On Farm retailers, flower shops, orchards, bike rentals, tour operators, etc. will benefit from the added exposure; and

Whereas the preferred location being the Old School House in Colchester Village is years and hundreds of thousands of dollars away from the use as a Tourist Information Centre; and

Whereas this Council understands that residential and commercial development in the south end of the Town is accelerating;

Therefore the Council of the Town of Essex resolves to donate \$100,000.00 to the John R. Park Homestead Education Centre in return for a designated Tourist Information Centre named for the Town of Essex.

The Corporation of the Town of Essex

By-Law Number 1893

Being a by-law to confirm the proceedings of the March 2, 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 March 2, 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 March 2, 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 March 2, 2020.

Mayor

Clerk

Read a third time and finally adopted on March 16, 2020.

Mayor

Clerk

The Corporation of the Town of Essex

By-Law Number 1895

Being a by-law to appoint a Drainage Superintendent for The Corporation of the Town of Essex

Whereas Section 93 of the Drainage Act, R.S.O. 1990, c. D. 17, as amended, authorizes the Council of a local municipality to pass a By-Law appointing a Drainage Superintendent to inspect every drainage works for which the municipality is responsible and report periodically to Council on the condition of those drainage works, initiate and supervise the maintenance and repair of the drainage works for which the municipality is responsible, assist in the construction or improvement of the drainage works for which the municipality is responsible, and report to Council on these activities;

And whereas Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to appoint such officers and employees as may be necessary to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions, to undertake research and provide advice to Council on the policies and programs of the municipality, and to carry out other duties required under this or any Act and other duties assigned by the municipality;

And whereas Council of The Corporation of the Town of Essex desires to appoint Lindsay Dean as Drainage Superintendent;

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. Lindsay Dean is hereby appointed as Drainage Superintendent for The Corporation of the Town of Essex.
2. The Drainage Superintendent shall carry out the duties as prescribed by the Drainage Act, R.S.O. 1990, c. D. 17, as amended.
3. This by-law shall come into force and effect upon its final passing thereof.

Read a first, a second and a third time and finally passed on March 16, 2020.

Mayor

Clerk

The Corporation of the Town of Essex
By-Law Number 1897
Being a by-law to authorize an agreement between:
Her Majesty the Queen in Right of Ontario as represented by the
Minister of Agriculture, Food and Rural Affairs (the "Province")
-and-
The Corporation of the Town of Essex (the "Recipient")

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas, the Town as Recipient has applied for funding under the Rural Economic Program (RED) to complete the Essex Centre and Harrow Centre Streetscape Plans in the Town of Essex (the "Project").

And Whereas the Province, by way of the Rural Economic Development Program Agreement (the "Agreement") attached hereto as Schedule "A" to this By-Law Number 1897, wishes to provide funds to assist with the Project.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk be authorized to sign the Agreement attached as Schedule "A" to this By-Law Number 1897.
2. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on March 16, 2020.

Mayor

Clerk

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE TOWN OF ESSEX

CRA # 108126285

(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

Schedule "A" – General Terms and Conditions,
Schedule "B" – Operational Requirements and Additional Terms and Conditions,
Schedule "C" – Project Description,
Schedule "D" – Project Financial Information,
Schedule "E" – Reporting, and
any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Carolyn Hamilton
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF ESSEX

Name: Larry Snively
Title: Mayor

Date:

Name: Robert Auger
Title: Manager, Legislative Services/Clerk

Date:

I/We have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

- (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 this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Budget” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“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 is closed for business.

“Claim Submission Deadline” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“Final Report” means a final Report on the Project in the form set out in Schedule “E.2” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“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, the Expiration Date, or the termination of this Agreement, whichever comes first; 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, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

“Progress Update and Claim Statement” means a Report on the progress of the Project and claim for payment of all or a portion of the Funds in the form set out in Schedule “E.1” of this Agreement.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any 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 without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this 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 without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient 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. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

3.8 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

4.3 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 set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

ARTICLE 5 CONFLICT OF INTEREST

5.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

5.2 Conflict Of Interest Includes. For the purposes of this Article, 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.

5.3 Disclosure To The 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 impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

6.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement or in a manner specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, 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 are completed to the satisfaction of the Province; and
- (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.

6.2 Records 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 acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient 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, its authorized representatives or an 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 6.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement 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.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7 COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule "B" of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all 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.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient's name;
- (b) A description of the Recipient's Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect 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 this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 two million dollars (\$2,000,000.00) per occurrence. The 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 Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) 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 owing pursuant to section 12.2(b) of Schedule “A” of this Agreement; and
- (ii) Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13

TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment 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 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, 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 or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

14.2 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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule "A" of this Agreement, 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 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule "A" of this Agreement, 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 the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 *Funds Upon Expiry.* The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 *Repayment Of Overpayment.* If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 *Debt Due.* If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, 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 or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

17.3 *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.

17.4 *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 at the address referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 *Repayment.* Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this 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.

17.6 *Funds Are Part Of A Social Or Economic Program.* The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18 NOTICE

18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.

18.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 21 WAIVER

21.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 22 INDEPENDENT PARTIES

22.1 Parties Independent. The Recipient acknowledges and agrees that it 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.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

24.1 Governing Law. This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25 FURTHER ASSURANCES

25.1 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 this Agreement to their full extent.

ARTICLE 26 JOINT AND SEVERAL LIABILITY

26.1 Joint And Several Liability. Where the Recipient comprises 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 this Agreement.

ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 28 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 Recipient Acknowledges. The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 JOINT AUTHORSHIP

29.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 *Other Agreements.* If the Recipient:

- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31 SURVIVAL

31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, 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 (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32 BPSAA

32.1 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

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SCHEDULE “B”

OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

- B.1.1 *Effective Date.*** The Effective Date of this Agreement is: **December 13, 2019**
- B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is: **July 3, 2023**
- B.1.3 *Project Approval Date.*** The Project Approval Date is the same as the Effective Date.
- B.1.4 *Project Completion Date.*** The Project Completion Date is: **July 3, 2022**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) the proposed extended date falls within the same Funding Year as the current Project Completion Date, and is at least 6 months prior to the Expiration Date
- (b) the request is made in writing to the address in s. B.1.7; and
- (c) the request is approved by the Province in writing.

Extensions of the Project Completion Date into another Funding Year, or which would result in the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

- B.1.5 *Disposal Of Assets.*** The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.
- B.1.6 *Asset Retention Time Period.*** For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.
- B.1.7 *Submission Of Publications For Approval And Reports.*** All Reports and Project-related publications under this Agreement shall be submitted to:
- Name:** Ontario Ministry of Agriculture, Food and Rural Affairs
- Address:** Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2
- Attention:** Jane Widdecombe, Manager
- Email:** RED@ontario.ca

or any other person identified by the Province in writing.

- B.1.8 *Recognition Of Provincial Support:*** The Recipient shall include on all Project-related publication – whether written, oral or visual – graphic identifiers of the Program or a tag line which recognizes the support provided by the Program. This recognition is subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement
- The Recipient shall install a permanent sign recognizing the Program’s financial support of the Project. The design of the sign and its location is subject to approval by the Province prior to fabrication and installation. Costs of the sign are eligible under the RED program, with the Province reimbursing up to \$100 of the total costs of design, fabrication, and installation of the sign upon submission of a claim.

B.1.9 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Town of Essex
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	33 Talbot Street South Essex, Ontario N8M 1A8
Attention:	Carolyn Hamilton, Director	Nelson Silveira, Economic Development Officer
Email:	RED@ontario.ca	nsilveira@essex.ca

or any other person identified by the Parties in writing through a Notice.

B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

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SCHEDULE “C” PROJECT DESCRIPTION

C.1 PROJECT NAME

Essex Centre and Harrow Centre Streetscape Plans

C.2 PROJECT STREAM

Strategic Economic Infrastructure Stream

C.3 PROJECT OBJECTIVE

The Town of Essex will receive up to \$242,414.62 to complete streetscaping and landscaping activities that include landscape greening, seasonal and event banner programs on lighting, and streetscape furnishings in Essex Centre and Harrow Centre.

C.4 ACTIVITIES

Furnishings (benches, waste receptacles, bike racks)
Recognition Signage
Lighting - develop seasonal and event banner program
Landscape greening (trees, street greening, planters, flower baskets)

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule “B” of this Agreement.

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SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is thirty per cent (30.00%) of incurred paid Eligible Costs up to the Maximum Funds.
The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$242,414.62
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

- D.2.1 Incurring Eligible Costs.** The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2020-21	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$400,000.00
2021-22	\$100,000.00	\$100,000.00	\$100,000.00	\$108,048.74	\$408,048.74
TOTAL ELIGIBLE COSTS UP TO					\$808,048.74

D.3 BUDGET

- D.3.1 The Budget.** The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM	
1.	Furnishings (benches, waste receptacles, bike racks)	
2.	Recognition Signage	
3.	Lighting - develop seasonal and event banner program	
4.	Landscape greening (trees, street greening, planters, flower baskets)	
TOTAL ELIGIBLE COSTS UP TO		\$808,048.74

- D.3.2 Project Financing For Eligible Costs.** The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
RED Funding	\$242,414.62
The Corporation of the Town of Essex	\$565,634.12
TOTAL ELIGIBLE COSTS	\$808,048.74

D.4 CLAIM SUBMISSION DEADLINES

- D.4.1 Claim Submission Deadlines.** The Recipient shall submit requests for payment as follows:

- (a) a completed Progress Update and Claim Statement form shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date;
- (b) additional requests for payment may be made at any time by submitting a completed Progress Update and Claim Statement form; and
- (c) the final claim statement shall be submitted on a completed Progress Update and Claim Statement form within 3 months after the Project Completion Date.

In addition to the rights of the Province under this Agreement, including under section 3.2 of Schedule A, the Province reserves the right not to pay the claim if the Recipient does not submit a Progress Update and Claim Statement form in accordance with subsections D4.1(a) or (b), or if a claim is submitted after the Province has approved the Final Report.

D.5 PAYMENT OF FUNDS

D.5.1 *Payment Of Funds.* Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2020-21	\$400,000.00	\$120,000.00
2021-22	\$408,048.74	\$122,414.62
TOTAL	\$808,048.74	\$242,414.62

D.6 ELIGIBLE COSTS

D.6.1 *Eligible Costs.* Eligible Costs are those costs that are:

- (a) incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) paid by the Recipient to an Arm's Length third party;
- (c) consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) if related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.8; and
- (e) in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

The Province may in its sole and absolute discretion approve other costs as Eligible Costs if such costs are, in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and such costs are approved in writing by the Province prior to being incurred and paid.

D.7 INELIGIBLE COSTS

D.7.1 *Ineligible Costs.* Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.6.1 or were not approved by the Province in writing before the Recipient incurred the costs or are costs that are identified as "Ineligible Costs" in the Guidelines from time to time. Ineligible Costs are not eligible for funding under this Agreement.

D.8 TRAVEL AND MEAL COSTS

In order to be considered Eligible Costs, travel and meal costs must be identified in section D.3.1 and must be incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is funded by the Funds.

- D.8.1 Public Transit.** Local public transportation including hotel/airport shuttles must be used wherever possible. A transit pass or passes, must be purchased where available and appropriate.
- D.8.2 Rental Vehicles.** The lowest cost model should be rented. Any exceptions must be documented and approved prior to the rental; and should be guided by the principle that the rental vehicle is the most economical and practical size, considering the business purpose, number of occupants, safety (including weather) considerations and any reasonable accommodation requirements. Luxury and premium vehicles are not permitted. To avoid higher gasoline charges, the rental car should be refueled before returning it
- D.8.3 Personal Vehicle.** If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:
- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
 - (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
 - (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
 - (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
 - (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.
- D.8.4 Parking.** Necessary and reasonable parking expenses incurred while conducting Project-related activities.
- D.8.5 Air and Rail Travel.** Air and rail travel must be the most practical and economical way to travel. The lowest fare available is the standard. Business class is only appropriate on a train in limited circumstances such as;
- (a) The need to work with a team;
 - (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
 - (c) Accommodation requirements; and
 - (d) Health and safety requirements
- D.8.6 Taxis and Ride-hailing Services.** Taxis and ride-hailing services may be justified in cases where:
- (a) group travel is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
 - (b) there is an unusually tight schedule for meetings
- D.8.7 Accommodations.** Reimbursement can be made for single accommodation in a standard room. Reimbursement for hotel suites, executive floors or concierge levels is not permitted. To lower the costs of accommodation, consideration should be given to accommodation outside of downtown areas. Penalties incurred for non-cancellation of guaranteed hotel reservations are not Eligible Costs. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family. A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.
- D.8.8 Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

D.8.9 Meals While Travelling. Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for food eaten in a restaurant or for the purchase of prepared food only.

Meal Rates in Canada: (include taxes and gratuities)

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

These rates should also be used as the maximum amount per person for any centrally purchased meals.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]

SCHEDULE “E” REPORTING

E.1 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Progress Update and Claim Statement	The Progress Update and Claim Statement will be completed in the form set out in Schedule “E.1” and shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date. A Progress Update and Claim Statement form must be submitted even where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date using the Progress Update and Claim Statement form (Schedule “E.1”).
3.	Final Report	The Final Report in the form set out in Schedule “E.2” is to be completed and submitted to the Province on or before: November 3, 2022
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.1” FOLLOWS
THEN SCHEDULE “E.2” FOLLOWS THAT]**

SCHEDULE “E.2” FINAL REPORT

File No.:

Project Title:

Project Completion Date:

Date of Final Report:

Project Recipient:

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement between the Recipient and Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (“OMAFRA”) with respect to the project (the “Agreement”) All capitalized terms used in this Final Report have the meaning assigned to them in the Agreement unless they are defined differently in this Final Report.

Please contact your Project Analyst should you have any questions when completing this Final Report.

Section 1 Project Details

Was the Project completed as described in Schedule C of the Agreement?

☐ Yes ☐ No

Project Variances (if applicable)

If the Project was not completed as described in Schedule C of the Agreement, please describe the variances below (e.g. variances in project scope, schedule, spending etc.) and provide a rationale for the variances.

Section 2 Benefits and Outcomes

In your application you indicated that the project would provide certain benefits and have certain outcomes. Please report on each of these as indicated below.

2.1 Project Benefits

Describe how the Project directly benefited rural Ontario. Include impacts the project had across multiple communities, sectors and across parts of a value chain.

2.2 Economic Barriers

Describe how the Project reduced and/or removed existing barriers to economic development and reference any plans or studies where these have been identified (include both the number and description).

of barriers addressed:

Description of barriers:

2.3 Sustainability

Describe how the project's outcomes have/will continue to contribute to longer-term economic development outcomes after the RED program funding has ended.

2.4 Project Oversight

Describe the resources and skills used to manage and complete your project (including previous project management experiences).

2.5 Outcomes

Please enter a brief description, reporting on the results, and provide quantitative and qualitative statistics where applicable.

i. Jobs created and/or retained

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

- Provide details to substantiate the job numbers.
-

ii. Investment attracted or retained

- Describe in detail how the project led to the attraction and retention of investments in rural Ontario, and how it is being measured.
-

iii. Businesses attracted, retained and/or expanded

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.
-

iv. Enhanced strategic economic infrastructure

- Describe in detail how the project advanced economic development and investment opportunities in rural Ontario, and the results achieved. Provide information on previously completed work (e.g. plans, strategies, research, data) that identified this project as an economic development priority.
-

v. Regional partnerships that drive growth

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.
-

vi. ***Please complete this section if Signage was required by Section B.1.8 of Schedule B of the Agreement.***

Recognition of the Rural Economic Development program's support

- A permanent sign has been installed recognizing the Program's financial support of the Project and the design of the sign and its location has been approved by the Province.

☐ Yes ☐ No

Section 3

Financial Information

Approved Total Eligible Costs:

Budget Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
TOTAL NET ELIGIBLE COSTS*	\$	\$	\$

* Total Net Eligible Cost should match the approved amount noted above.

Section 4

Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5

Service Experience

Based on your experience with OMAFRA on the Project, please indicate with an "X" in the appropriate box your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
Once the Project was approved, I received all the information needed to proceed to the next step of the Project.					
The claim forms were easy to understand and complete.					
I was able to reach appropriate OMAFRA staff without difficulty.					
OMAFRA staff were knowledgeable.					
I received consistent advice from OMAFRA staff.					
OMAFRA staff were courteous					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

3. Overall, how satisfied were you with the service you received while implementing the Project?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a Great Extent	Somewhat	Very Little	Not at all

5. Overall, did you find working in the portal fairly easy to understand?	Very Easy	Somewhat	Not Easy	Did Not Use the Portal

Section 6

Certification and Signature

Disclosure of Information

Information submitted in this Final Report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.
4. All costs that have been claimed as Eligible Costs have been incurred and paid in full in accordance with the terms of the Agreement.

The undersigned warrant(s) that these statements are true.

[INSERT NAME OF RECIPIENT]

Print Name & Title of Authorized Official:

Signature:

Date:

The Corporation of the Town of Essex

By-Law Number 1898

Being a by-law to confirm the proceedings of the March 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 March 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 March 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 March 16, 2020.

Mayor

Clerk

Read a third time and finally adopted on April 6, 2020.

Mayor

Clerk