



## Regular Council Meeting Agenda

April 6, 2021, 6:00 pm

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

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

This meeting will be hosted and chaired from the Town of Essex Municipal Building. Due to the ongoing COVID-19 pandemic this meeting is not currently open to the public for in person attendance.

This meeting can only be viewed by the public electronically via livestream on YouTube at [www.youtube.com/EssexOntario](https://www.youtube.com/EssexOntario)

Pages

1. **Call to Order**

2. **National Anthem**

3. **Closed Meeting Report**

4. **Declarations of Conflict of Interest**

5. **Adoption of Published Agenda**

5.1. **Regular Council Meeting Agenda for April 6, 2021**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the published agenda for the April 6, 2021 Regular Council Meeting be adopted as presented / amended.

6. **Adoption of Minutes**

6.1. **Regular Council Meeting Minutes for March 15, 2021**

1

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the minutes of the Regular Council Meeting held March 15, 2021 be adopted as circulated.

6.2. **Special Council Meeting Minutes for December 21, 2020**

13

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the minutes for the Special Council Meeting held December 21, 2020 be adopted as circulated.

6.3. **Special Council Meeting Minutes for February 16, 2021**

19

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the minutes of the Special Council Meeting held February 16, 2021 be adopted as circulated.

**6.4. Special Council Meeting Minutes for March 1, 2021** 21

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the minutes of the Special Council Meeting held March 1, 2021 be adopted as circulated.

**7. Public Presentations**

**7.1. Ken Knapp Ford** 24

RE: Requesting the use of Spitfire Park to host Event

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the delegation by Randy Voakes and James Knapp on behalf of Ken Knapp Ford be received.

**8. Unfinished Business**

**9. Reports from Administration**

**9.1. Chief Administrative Officer (CAO), Chris Nepszy Verbal Report**

- Noise By-Law Exemption - Parkland Estates
- COVID-19 - Town Facilities

**9.2. Legal and Legislative Services-2021-05** 29

RE: Prohibition on the Use of Corporate Resources during an Election

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Legal and Legislative Services-2021-05 entitled Policy: Prohibition on the Use of Corporate Resources during an Election prepared by Robert W Auger, Town Solicitor/Clerk dated April 6, 2021 be received, and

**That** the Town of Essex Policy: Prohibition on the Use of Corporate Resources during an Election attached hereto as Schedule "B" to this report be adopted as presented and in replacement of the current policy.

**9.3. Legal and Legislative Services-2021-06** 50

RE: Front End Financing for Municipal Capital Facilities and a Policy for Future Large Scale Developments

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Legal and Legislative Services-2021-06 entitled Front End Financing for Municipal Capital Facilities and a Policy for Future Large Scale Developments be received;

**That** Council approves the Town of Essex entering into an Agreement with Essex Town Centre Ltd. for the provision of municipal capital facilities in accordance with the terms and conditions of the said Agreement attached hereto as Schedule "A" to this Report;

**That** By-Law 1937 being a by-law to enter into an Agreement between Essex Town Centre Ltd. and the Town of Essex for the Provision of

	Municipal Capital Facilities be read a first, second and third time and be finally adopted on April 6 2021; and	
	<b>That</b> in accordance with this Report and its Agreement that Council direct Administration to formulate a formal policy to serve or guide future requests for assistance in relation to large scale developments in the Town of Essex.	
9.3.1.	By-Law 1937	68
	RE: By-law to enter into an Agreement between Essex Town Centre Ltd. and the Town of Essex for the Provision of Municipal Capital Facilities	
9.4.	<b>Legal and Legislative Services-2021-07</b>	106
	RE: Integrity Commissioner Annual Report 2020 and Extension of Service	
	Moved by _____	
	Seconded by _____	
	<b>That</b> Legal and Legislative Services 2021-07 entitled Integrity Commissioner Annual Report 2020 and Extension of Services prepared by Robert W Auger and dated April 6, 2021 be received;	
	<b>That</b> the Integrity Commissioner Annual Report for 2020 attached hereto as Schedule “A” to this Report be received for Council and public information, and	
	<b>That</b> Council approve the two year extension of the current Integrity Commissioner Agreement up to and including December 31, 2023 OR	
	<b>That</b> Council does not approve the two year extension of the current Integrity Commissioner Agreement and further directs Administration as follows: _____.	
9.5.	<b>Legal and Legislative Services-2021-08</b>	117
	RE: Court of Revision for Barrette Drain: Repair and Improvements	
	Moved by _____	
	Seconded by _____	
	<b>That</b> the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienzle be appointed to sit as members of the Court of Revision to be convened for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Town of Essex, County of Essex, Project REI2020D009 pursuant to the Report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc., and dated January 25, 2021 (hereinafter the “Report”), such Court of Revision to be scheduled for 5:00 pm on May 5, 2021, via electronic meeting, and	
	<b>That</b> By-Law 2000 being a by-law to provide for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Town of Essex, County of Essex, Project REI2020D009, be read a first and second time and be provisionally adopted on April 6, 2021.	
9.6.	<b>Community Services-2021-02</b>	223
	RE: Special Events Resource Team (SERT) April Update	

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Community Services-2021-002 entitled Special Events Resource Team (SERT) April Update be received for Council information.

**9.7. Community Services-2021-03**

228

RE: Colchester Beach and Parking Enforcement

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Community Services-2021-003 entitled Colchester Beach and Parking Enforcement - 2021 be received, and

**That** Council approve contracting Commissionaires Security to provide parking enforcement around Colchester Park and Colchester Beach areas, and in addition provide staffing for beach security on the Colchester Beach for the 2021 summer operating season.

**9.8. Capital Works and Infrastructure-2021-03**

233

RE: Results of Request for Tender for the Supply and Application of Maintenance Stone

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Capital Works and Infrastructure-2021-03 entitled, Results of Request for Tender-2021 Supply and Application of Maintenance Stone prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received, and

**That** Council award the Request for Tender – 2021 Supply and Application of Maintenance Stone to Southwestern Sales Corporation Limited up to the amount of \$185,000.00 including non-refundable Harmonized Sales Tax.

**9.9. Capital Works and Infrastructure-2021-04**

237

RE: Results of Request for Tender for the Supply of Articulated Grader

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Capital Works and Infrastructure 2021-04 entitled, Results of Request for Tender-2021 Supply of Articulated Grader prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received,

**That** Council award the Request for Tender–2021 Supply of Articulated Grader to Brandt Tractor Ltd. in the amount of \$469,897.32 including additional attachments, extended warranty, and non-refundable Harmonized Sales Tax, and

**That** Council approve the additional funding of \$19,897.32 above the approved 2021 Capital Budget for the articulated grader (Project No. PW-21-0005) to be financed from the Public Works Equipment Reserve.

**9.10. Capital Works and Infrastructure-2021-05**

243

RE: Results of Request for Tender for the Single Axle Plow Truck and Winter Control Equipment 2021



Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Capital Works and Infrastructure-2021-05 entitled, Results of Request for Tender–Single Axle Plow Truck and Winter Control Equipment 2021 prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received,

**That** Council award the Request for Proposals as follows:

- a. Supply of Single Axle Plow Truck Cab and Chassis 2021 to Team Truck Centres Ltd. in the amount of \$124,577.65 including non-refundable HST,
- b. Supply of Winter Control Equipment for a Single Axle Plow Truck with Stainless Steel Dump Body to Viking-Cives Ltd. in the amount of \$155,447.56 including non-refundable Harmonized Sales Tax, and

**That** Council approve the additional funding of \$4,861.86 including non-refundable HST above the approved 2021 Capital Budget of \$280,000.00 for Project PW-21-0041 for the Supply of Winter Control Equipment for a Single Axle Plow Truck, Supply of a Single Axle Plow Truck Cab and Chassis from the Public Works Equipment Reserve.

9.11.

**Drainage-2021-02**

248

Appointment of an Engineer under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Drainage-2021-02 entitled Appointment of an Engineer under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain prepared by Lindsay Dean, Drainage Superintendent dated April 6, 2021 be received, and

**That** Council appoint Rood Engineering Incorporated under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain.

9.12.

**Planning-2021-07**

252

RE: Site Specific Zoning Amendment: 0 County Road 50 East (ZBA-01-21) and 3900 North Malden Road (ZBA-02-21) and 0 South Talbot Road (ZBA-03-21) ,

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Planning-2021-07 entitled Site Specific Zoning Amendment: 0 County Road 50 East (ZBA-01-21 ) and 3900 North Malden Road (ZBA-02-21) and 0 South Talbot Road (ZBA-03-21) prepared by Rita Jabbour, RPP, Manager, Planning Services dated April 6, 2021 be received,

**That** By-Law Number 2003, being a by-law to amend By-law Number 1037 for the property at 3900 North Malden Road be read a first, a second, and a third time and finally passed on April 6, 2021,

**That** By-Law Number 2004, being a by-law to amend Bylaw Number 1037 for the lands comprising Parts 1 and 2 on 12R28489 be read a first, a second, and a third time and finally passed on April 6, 2021, and

**That** By-Law Number 2005, being a by-law to amend By-law Number 1037 for the lands comprising lots 40-52 on Registered Plan Number

1390 be read a first, a second, and a third time and finally passed on April 6, 2021.

9.12.1.	By-Law 2003	312
	RE: By-Law to Amend By-Law 1037 for the lands municipally known as 3900 North Malden Road	
9.12.2.	By-Law 2004	313
	RE: By-Law to Amend By-Law 1037 for the lands comprising of Part of Lot 284 and 285 Concession South Talbot Road	
9.12.3.	By-Law 2005	314
	RE: By-Law to Amend By-Law 1037 for the lands comprising Lots 40-52 on Registered Plan 1390	

10. Reports from Youth Members

11. County Council Update

12. Correspondence

12.1. Correspondence to be received

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** all of the correspondence listed in Agenda Item 12.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

12.1.1.	Correspondence relating to COVID-19 Pandemic	
12.1.1.1.	Ministry of the Solicitor General	315
	RE: Amendments to Orders under the <i>Reopening Ontario (A Flexible Response to COVID-19) Act, 2020</i> (ROA)	
12.1.1.2.	Ministry of Municipal Affairs and Housing	319
	RE: Capacity Limit Changes for some events in Grey-Lockdown, Phase 1 COVID Vaccination Plan, and new COVID Border Testing Orders	
12.1.1.3.	Ministry of Solicitor General	321
	RE: Phase 1 COVID-19 Vaccinations for Frontline Police Officers	
12.1.1.4.	Corporation of The Township of South Glengarry	324
	RE: COVID-19 Vaccine Distribution and Vaccination Rate	
12.1.1.5.	Ministry of the Solicitor General	325
	RE: New COVID Border Testing Orders under the <i>Quarantine Act</i>	

12.1.1.6.	Office of the Fire Marshal and Emergency Management RE: COVID-19 Relief Funding for Municipalities Program	
12.1.1.7.	Windsor-Essex County Health Unit RE: Confirmed Active COVID-19 Cases in Windsor and Essex County for the week of March 8 to March 14, 2021	329
12.1.1.8.	Windsor-Essex County Health Unit RE: Confirmed Active COVID-19 Cases in Windsor and Essex County for the week of March 22 to March 28, 2021	332
12.1.1.9.	Ontario Recreation Facilities Association RE: Open Letter to ORFA Members and Industry Employers	335
12.1.1.10.	WEVax Vaccination Awareness Campaign Launch	337
12.1.1.11.	Town of Niagara-on-the-Lake RE: Reform the Ontario Wine Industry	338
12.1.2.	The Corporation of the Town of Plympton-Wyoming Re: Carbon Tax on Primary Agriculture Producers	339
12.1.3.	Association of Municipalities Ontario Re: Provincial Budget Highlights and Bill 257 Referred to Committee	340
12.1.4.	Union Water Supply System RE: Agenda for Wednesday, March 17, 2021	343
12.1.5.	Dillon Consulting Limited RE: Highway 3 Notice of Completion - Design and Construction Report	366
12.1.6.	Essex County Federation of Agriculture RE: New President of the Essex County Federation of Agriculture (ECFA)	375
12.1.7.	Office of the Solicitor General RE: Update on the new Ontario Provincial Police (OPP) detachment boards under the <i>Community Safety and Policing Act, 2019</i> (CSPA)	377
12.1.8.	Ministry of Finance RE: Ontario Cannabis Legalization Implementation Fund	385
12.1.9.	Corporation of the Town of LaSalle	388

12.1.10.	Windsor-Essex Therapeutic Riding Association	391
	RE: Letter of thanks from Windsor-Essex Therapeutic Riding Association (WETRA) for donation	

**12.2. Correspondence to be considered for receipt and support**

12.2.1.	RE: Request for Leave of Absence from Drainage Board, Property Standards Committee, and the Committee of Adjustment.	392
	Moved by _____	
	Seconded by _____	
	<b>That</b> the correspondence from Dan Boudreau requesting a leave of absence up to a one year period from the Drainage Board, Property Standards Committee, and the Committee of Adjustment, be received and supported ; and	
	<b>That</b> Administration proceed with the necessary steps to fulfill the temporary vacancies on the respective committees for a period of up to one year.	

**13. Committee Meeting Minutes**

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_  
**That** all the Committee Meeting minutes listed in Agenda Item 13, together with any recommendations to Council noted therein, be received, approved and adopted as circulated.

13.1.	Committee of Adjustment Meeting January 19 2021	394
13.2.	Arts, Culture and Tourism Committee February 10, 2021	408
13.3.	Court of Revision February 24, 2021	411
	RE: Relocation of the Rush Drain	
13.4.	Drainage Board March 17, 2021	422
	RE: Long Marsh Drain Replacement and Future Bridge and Barrette Drain Repair and Improvements	
13.5.	Finance Committee Meeting Minutes March 22, 2021	431
	FC21-03-003	
	Moved by Councillor Bowman	
	Seconded by Councillor Vander Doelen	
	<b>Recommendation to Council</b> that Finance and Business Services-2021-03 entitled Cash Control Policy prepared by Heather MacDonald, Assistant Manager, Finance and Katelynn Giurissevich, Manager, Finance and Business Services dated March 22, 2021 be received and approved.	
	<b>Carried</b>	

**14. Financial**

**14.1. 2020 Council Discretionary Fund Summary 452**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the 2020 Council Discretionary Fund Summary be received for information.

**14.2. February Bank Payments Report 453**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the Bank Payment Report, including the February 2021 cheque register, cheque number 52621 to cheque number 52698 and electronic funds transfer (EFT) payment number EFT004028 to EFT004211 inclusive in the amount of \$1,716,984.04; the Preauthorized Payments for the month of February in the amount of \$341,040.60; and Payroll for the month of February in the amount of \$350,577.23, be ratified as submitted.

**15. New Business**

**16. Notices of Motion**

**16.1. The following Notices of Motion are being presented this evening and will be brought forward for Council's consideration at the April 19, 2021 Regular Council Meeting**

**16.1.1. Mayor Snively**

RE: Land Acknowledgement

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Administration research and consult with local First Nations, indigenous organizations and other community champions in creating or developing a land acknowledgement statement for the Town of Essex.

**16.1.2. Councillor Bondy**

RE: Safe and Reliable Supply of Electricity from Hydro One

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Essex Council send a letter to Hydro One to let them know of the concerns we have in our municipality of frequent power outages that are negatively impacting both our residential homes and businesses.

**17. Reports and Announcements from Council Members**

**18. By-Laws**

**18.1. By-Laws that require a third and final reading**

**18.1.1. By-Law 1987**

Being a by-law to provide for the Relocation of the Rush Drain, Former Township of Colchester North Now in the Town of Essex, File No. 19-1023

**463**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law Number 1987 being a by-law to provide for the Relocation of the Rush Drain, Former Township of Colchester North Now in the Town of Essex, File No. 19-1023, be read a third time and finally passed on April 6, 2021.

18.1.2. By-Law 1996 466

Being a by-law to confirm the proceedings of the March 15, 2021, Regular Meeting of Council of The Corporation of the Town of Essex

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law Number 1996 Being a by-law to confirm the proceedings of the March 15, 2021, Regular Meeting of Council of The Corporation of the Town of Essex, be read a third time and finally passed on April 6, 2021.

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

18.2.1. By-Law 1999 468

Being a by-law to appoint a By-Law Enforcement Officer for the Town of Essex

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law 1999 being a by-law to Appoint a By-Law Enforcement Officer for the Town of Essex be read a first, second and a third time and finally passed on April 6, 2021.

18.2.2. By-Law 2001 470

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Essex and St. Clair College of Applied Arts and Technology

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law Number 2001 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Essex and St. Clair College of Applied Arts and Technology be read a first, second and a third time and finally passed on April 6, 2021.

18.2.3. By-Law 2002 477

Being a by-law for the Declaration and Disposition of Surplus Lands (96 County Road 50 West) by The Corporation of the Town of Essex

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law 1999 being a by-law for the Declaration and Disposition of Surplus Lands (96 County Road 50 West) by The Corporation of the Town of Essex be read a first, a second and a third time and finally passed on April 6, 2021.

Being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the “Province”)

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law Number 2006 being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the “Province”) be read a first, second and a third time and finally passed on April 6, 2021.

### **18.3. By-Laws that require a first and second reading**

#### 18.3.1. By-Law 2007

496

Being a by-law to confirm the proceedings of the April 6, 2021 Regular Meeting of the Council of the Corporation of the Town of Essex

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law 2007 being a by-law to confirm the proceedings of the April 6, 2021 Regular Meeting of the Council of the Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on April 6, 2021.

### **19. Adjournment**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

That the meeting be adjourned at [TIME].

### **20. Future Meetings**

#### **20.1. Monday, April 12, 2021 - 3:00 - 5:00 PM Special Council Meeting**

RE: Community Services Roundtable

Location: Electronic Meeting via Zoom

Livestream available at [www.youtube.com/EssexOntario](http://www.youtube.com/EssexOntario)

#### **20.2. Monday, April 19, 2021 - 6:00 - 9:00 PM Regular Council Meeting**

Location: Electronic Meeting via Zoom

Livestream available at [www.youtube.com/EssexOntario](http://www.youtube.com/EssexOntario)

#### **20.3. Monday, May 3, 2021 - 4:30 - 6:00 PM Special Council Meeting**

RE: Background Study and Draft Amendment to Development Charges By-Law

Location: Electronic Meeting via Zoom

Livestream available at [www.youtube.com/EssexOntario](http://www.youtube.com/EssexOntario)

**20.4. Monday, May 3, 2021 - 6:00 - 9:00 PM Regular Council Meeting**

Location: Electronic Meeting via Zoom

Livestream available at [www.youtube.com/EsexOntario](http://www.youtube.com/EsexOntario)





**The Corporation of the Town of Essex**

**Regular Council Meeting Minutes**

**This meeting was held electronically during a time of Declared Emergency  
pursuant to Town of Essex By-Law 1902**

March 15, 2021, 6:00 pm

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

This meeting was hosted and chaired from the Essex Municipal Building. Due to the ongoing COVID-19 pandemic this meeting was not open to the public for in person attendance but was available electronically via livestream and also for viewing post-meeting on YouTube at [www.youtube.com/EssexOntario](http://www.youtube.com/EssexOntario)

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

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  
Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk  
Shelley Brown, Deputy Clerk, Legal and Legislative Services  
Cassandra Roy, Legislative Clerk, Legal and Legislative Services

**1. Call to Order**

Mayor Snively called the meeting to order at approximately 6:00 P.M.

**2. National Anthem**

**3. Closed Meeting Report**

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk, provided a verbal report on the Closed Meeting held on March 5, 2021. He reported that Council met electronically in a Closed Session, as permitted to do so by Section 239 (2) (c), Section (2) (e) and Section 239 (2) (f) of the Municipal Act, S.O. 2001, C.25, as amended. He further reported as follows:

At the Closed Meeting Council received information with respect to matters relating to a potential land acquisition by the municipality, and a potential disposition of land by the Municipality.

Council also received legal advice subject to solicitor-client privilege in closed session concerning a litigation matter relating to By-Law enforcement.

At this meeting Council gave direction to Administration with respect to the By-Law enforcement matter, and also gave direction on the proposed purchase of land by the municipality.

Lastly, Council gave administration direction to disclose in public session this evening its intention to declare the property known as 96 County Road 50 West as being surplus to the needs of the municipality in accordance with the Surplus Property By-Law 855.

Further, Council gave direction to administration to disclose in open session that Council wishes administration to return to the April 6, 2021 Regular Council Meeting with a By-Law for Council's consideration which By-Law would approve the sale of 96 County Road 50 West by the way of direct sale on or before June 30, 2021 to the proponents who have submitted and offered to purchase the subject property.

**R21-03-086**

Moved By Councillor Vander Doelen

Seconded By Councillor Bowman

**That** Council declare the property known as 96 County Road 50 West as being surplus to the needs of the municipality and further that Administration be directed to provide the requisite public notice and then bring back to Council at the April 6, 2021 regular meeting a By-law authorizing the sale of the subject property by way of direct sale to the proponents James Flynn and Kim Lewis all in accordance with By-law 855 being a By-law to establish Policies and Procedures for the Sale and Disposition of Surplus land.

**Carried**

**4. Declarations of Conflict of Interest**

Councillor Bondy declared a conflict of interest pertaining to Item 7.1 and stated that the reason for the conflict was due to her being employed by Essex County Library.

**5. Adoption of Published Agenda**

**5.1 Regular Council Meeting Agenda for March 15, 2021**

**R21-03-087**

Moved By Councillor Garon

Seconded By Councillor Bjorkman

**That** the published agenda for the March 15, 2021 Regular Council Meeting be adopted as presented.

**Carried**

**6. Adoption of Minutes**

**6.1 Regular Council Meeting Minutes for March 1, 2021**

**R21-03-088**

Moved By Councillor Verbeek

Seconded By Deputy Mayor Meloche

**That** the minutes of the Regular Council Meeting held March 1, 2021 be adopted as circulated.

**Carried**

**6.2 Special Council Meeting Minutes for February 8, 2021**

RE: Essex Climate Adaptation Plan

**R21-03-089**

Moved By Councillor Garon

Seconded By Councillor Vander Doelen

**That** the minutes of the Special Council Meeting held February 8, 2021 be adopted as circulated.

**Carried**

**7. Public Presentations**

**7.1 Robin Greenall, CEO/Chief Librarian, Essex County Library**

RE: ECL Enhanced Community Access service at the McGregor Branch

Robin Greenall, CEO/Chief Librarian, Essex County Library explained the need for Enhanced Community Access at the McGregor Branch. Ms. Greenall discussed the service, the implementation plans, the anticipated concerns and the security features that this technology can provide to allow for self- service access to the Branch for patrons. She described this further by using information gathered from the pilot project at the Freelon Branch. Ms. Greenall said that at the Freelon branch there has seen an increase use of the library and no increase of theft or loss at this location.

Ms. Greenall elaborated on how McGregor would benefit from this program as this new technology would allow the library to be opened for 49 hours per week as opposed to 17 hours. She emphasized that this structure would provide flexible services for community members. She stated that the staff and community members would be trained to use tools and technology within the branch that supports patron services. Patrons will be informed of how to access the branch, not to invite or permit others that are not registered, to respect the space and how to check out resources.

**R21-03-090**

Moved By Councillor Vander Doelen

Seconded By Councillor Garon

**That** the presentation by Robin Greenall, CEO/Chief Librarian, Essex on Enhanced Community Access service at the McGregor Branch be received.

**Carried**

**7.2 Tim Byrne, Shelley McMullen, Tania Jobin, Essex Region Conservation Authority**

RE: Draft Budget/Implications of recent changes to Conservation Authorities Act.

Ms. Jobin spoke of the recent changes to the Conversation Authorities Act (the "Act") and the resulting impacts on the 2021 budget. She stated that the changes to the Act were contained within Bill 229 and that these changes have significant implications for operations and program delivery.

Ms. Jobin further explained that the Act has categorized the conservation authority services into mandatory and non-mandatory services. These mandatory programs are currently confined to risks of natural hazards conservation and management of lands, and drinking water source protection. The changes to the Act will redirect funding from non-mandatory services to mandatory services primarily in watershed management and corporate services.

Ms. Jobin gave a verbal report of the 2021 Draft Budget from the Essex Region Conversation Authority ("ERCA") and provided a breakdown of the requested increase in municipal levy contribution an increase of approximately \$0.26 per person in the watershed area to \$10.75 per person. Of that increase approximately 72% is tied to and will have to be dedicated to the mandatory services which means that many of the key programs in our area such as tree planting, trail development John R. Park Homestead museum operations, and various environmental education programs will now be considered non-mandatory programs and will be underfunded due to the changes in the Act. As a result Ms. Jobin further stated that by 2022 ERCA anticipates that it will need to obtain funding agreements with participating municipalities where and when municipal support is needed to fund various non-mandatory service programs.

In closing Ms. Jobin noted that Conversation Authorities in general and the various local programs that ERCA offers continue to play a critical role in protecting our environment and natural heritage by mitigating hazards and supporting municipal partners by providing an environmental and risk assessment on development applications.

**R21-03-091**

Moved By Councillor Bowman

Seconded By Councillor Bjorkman

**That** the presentation by Essex Region Conversation Authority as represented by Tim Byrne, Shelley McMullen, and Tania Jobin be received.

**Carried**

**7.3 Perry Basden, Heritage Colchester**

RE: Friends of Colchester Schoolhouse

Mr. Basden, President, Heritage Colchester provided Council with an update on Heritage Colchester stating they have now achieved not-for-profit status and are now incorporated in the Province of Ontario.

Mr. Basden stated that there are various stages of restoration that he intends to pursue and the first stage is working with the Architectural Conservancy of Ontario. He said he is also seeking to have the Bagot Street and Sullivan Street area declared as a heritage historical center for Colchester. Mr. Basden said he would like to continue to move forward towards the future goal of using the schoolhouse for public uses and a

tourist attraction. He stated that he has submitted his presentation and plan to the Town with the hopes that there can be future negotiations between Heritage Colchester and the Town in working towards an agreement with respect to restoration and future uses for the schoolhouse.

**R21-03-092**

Moved By Councillor Bondy  
Seconded By Deputy Mayor Meloche

**That** the presentation and update regarding the Colchester Schoolhouse as presented by Perry Basden of Heritage Colchester be received and that Town administration meet with Heritage Colchester (with communications/updates to the Heritage Committee) to discuss proposals regarding future uses for the Colchester Schoolhouse.

**Carried**

**7.4 James Flynn and Kim Lewis**

RE: 96 County Road 50 West

James Flynn presented to Council their proposal for the development of a motor inn at 96 County Road 50 West. Mr. Flynn explained that after the proposal with Colchester Schoolhouse they wanted to demonstrate their ongoing commitment to the community. Mr. Flynn stated that site plans are currently being created but the plan is for a retro style motor inn with e-bike rentals and a food truck.

Mr. Flynn said this plan aligns with the Colchester Improvement Plan and Secondary Plan. He stated that the Inn would be on the corner of County Road 50 and Dunn which will open visually to the south and have little impact as possible to residents of the north. Mr. Flynn noted that it would be professionally managed by The Grove Hotel and the plan is to attract and promote tourism while supporting small businesses. He anticipated that this Inn would inject over 1.5 million dollars annually into the community.

**R21-03-093**

Moved By Councillor Vander Doelen  
Seconded By Councillor Bjorkman

**That** the presentation regarding 96 County Road 50 West Street presented by James Flynn and Kim Lewis be received.

**Carried**

**8. Unfinished Business**

**9. Reports from Administration**

**9.1 Legal and Legislative Services-2021-01**

RE: Stray Cat Intake Agreement with Windsor Essex County Humane Society

**R21-03-094**

Moved By Councillor Bowman  
Seconded By Councillor Bondy

**That** Legal and Legislative Services 2021-01 entitled Stray Cat Intake Agreement with Windsor-Essex County Humane Society prepared by Shelley Brown, Deputy Clerk, Legal and Legislative Services dated January 18, 2021 be received, and

**That** the agreement with Windsor-Essex County Humane Society for the intake of stray cats as approved in By-Law 1974, with the Town paying the Windsor-Essex County Humane Society amount of \$25.00 per stray cat, be extended for a one-year period, retroactive to January 1, 2021

**Carried**

**9.2 Finance and Business Services-2021-01**

RE: 2020 Funding of Financial Commitments

**R21-03-095**

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

**That** Finance and Business Services-2021-01 entitled 2020 Funding of Financial Commitments prepared by Jeffrey R. Morrison, Director, Corporate Services dated March 15, 2021 be received,

**That** Council approve the funding of the balance of the Town's commitment to the John R. Park Homestead Education Centre for a designated Tourist Information Centre named for the Town of Essex that falls outside of the Colchester Community Improvement Plan (CIP) through the utilization of GG-20-0002 Council Contingency in the amount of \$34,793, with the balance remaining funded from the Town's Land Acquisition Reserve, and

**That** Council approve the temporary borrowing from the Landfill Reserve, for the deficit portion of waived development charges for hard and soft services in the amount of \$397,216.26 to be funded and repaid in the 2022 Budget.

**Carried**

**9.3 Economic Development-2021-02**

RE: Building Report and Development Overview February 2021

**R21-03-096**

Moved By Councillor Garon

Seconded By Councillor Vander Doelen

**That** Economic Development-2021-02 entitled Building Report and Development Overview February 2021 prepared by Nelson Silveira, Economic Development Officer dated March 15, 2021 be received for information.

**Carried**

**9.4 Development Services-2021-01**

RE: Electronic Building Permit and Inspection Software

**R21-03-097**

Moved By Deputy Mayor Meloche

Seconded By Councillor Verbeek

**That** Development Services Report-2021-01 entitled Electronic Building Permit and Inspection Software prepared by Lori Chadwick, Director, Development Services dated March 15, 2021 be received; and

**That** Council authorize Administration to procure and implement the electronic building permit and inspection software “Cloudpermit” through single source means according to Procurement By-Law 1043 Section 9.08 j) for a period of 5 years.

**Carried**

**9.5 Planning-2021-06**

RE: Notice of Intention to Designate (195 Bagot Street, Colchester Schoolhouse)

**R21-03-098**

Moved By Councillor Bjorkman

Seconded By Councillor Verbeek

**That** Planning-2021-06 entitled Notice of Intention to Designate (195 Bagot Street, Colchester Schoolhouse) prepared by Rita Jabbour, RPP, Manager, Planning Services dated March 15, 2021 be received,

**That** Council authorize the ‘Notice of Intention to Designate’ for the property municipally known as 195 Bagot Street (Colchester Schoolhouse), and

**That** the Notice be published in a newspaper having general circulation in the Municipality and the Notice be served on the Ontario Heritage Trust in accordance with subsection 29 (3) of the Ontario Heritage Act.

**Carried**

**9.6 Planning-2021-04**

RE: Natural Heritage Conservation Easement Agreement on 3rd Concession Road, Part Lot 17, CON 2, designated Part 1 on 12R-28527,

**R21-03-099**

Moved By Councillor Bjorkman

Seconded By Councillor Vander Doelen

**That** Planning-2021-04 entitled Natural Heritage Conservation Easement Agreement – Part Lot 17, CON 2, designated Part 1 on 12R-28527, prepared by Corinne Chiasson, Assistant Planner, dated March 15, 2021 be received, and

**That** Council adopt By-Law 1994 being a By-Law to enter into a Conservation Easement Agreement between the Owner of Part Lot 17, CON 2, designated Part 1 on 12R-28527 and The Corporation of the Town of Essex.

**Carried**

## **9.7 Planning-2021-03**

RE: Subdivision Agreement for Parkland Woods (1552843 Ontario Limited)

### **R21-03-100**

Moved By Councillor Bowman  
Seconded By Councillor Verbeek

**That** Planning Report-2021-03 entitled Subdivision Agreement for Parkland Woods (1552843 Ontario Limited) prepared by Rita Jabbour, RPP, Manager, Planning Services dated March 15, 2021 be received,

**That** Council adopt By-Law 1993 being a bylaw to enter into a Subdivision Agreement between the Corporation of the Town of Essex and 1552843 Ontario Limited for the lands comprising Part of Lot 12, Second Range of the Gore (former Colchester South), and

**That** the Subdivision Agreement be registered against the lands to which it applies by the Municipality as notice to prospective purchasers.

**Carried**

## **10. Reports from Youth Members**

## **11. County Council Update**

The Deputy Mayor reminded the public of the County's work on the County Road 15 Bridge and its associated closures.

## **12. Correspondence**

### **12.1 Correspondence to be received**

#### **R21-03-101**

Moved By Councillor Bjorkman  
Seconded By Councillor Bowman

**That** all of the correspondence listed below in Agenda Item 12.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

**Carried**

#### **12.1.1 Correspondence relating to COVID-19 Pandemic**

##### **12.1.1.1 Province of Ontario, Ministry of Municipal Affairs and Housing**

RE: 2021 Recovery Funding for Municipalities program

##### **12.1.1.2 Windsor-Essex County Health Unit**

RE: Elected Representatives Weekly report on COVID-19 Case Counts in Windsor and Essex County

#### **12.1.2 Niagara Region**

RE: Homelessness, Mental Health and Addiction in Niagara



- 12.1.3 Township of The Archipelago  
RE: Ontario Fire College - Planned Closure
- 12.1.4 Howick Township  
RE: Ontario Fire College
- 12.1.5 The Corporation of the Township of Brock  
RE: Ontario Fire College Closure
- 12.1.6 The Corporation of the Township of Brock  
RE: Cannabis Licencing and Enforcement
- 12.1.7 Town of Essex  
RE: New Youth Council Member

## **12.2 Correspondence to be considered for receipt and support**

- 12.2.1 Town of Essex  
RE: Urgent Need for Hospital Funding in Windsor-Essex

### **R21-03-102**

Moved By Councillor Bowman

Seconded By Councillor Vander Doelen

**That** Essex Council join the other local Essex County municipalities in affirming its support for this transformational project, noting that our municipalities continue to grow and that our residents require access to a state-of-the-art hospital servicing the entire region; and

**That** the letter of support be sent to Taras Natyshak, MPP, Premiere Doug Ford, Minister Elliott, City of Windsor and all local municipalities.

**Carried**

- 12.2.2 The Corporation of the City of Sarnia and Township of Lake of Bays  
RE: Colour Coded Capacity Limits and Capacity Limits for Restaurants in Stage 2 under the Reopening Ontario Act, 2020

### **R21-03-103**

Moved By Councillor Verbeek

Seconded By Councillor Bondy

**That** the correspondence from The Corporation of the City of Sarnia and the Township of Lake of Bays regarding the colour coded capacity limits and capacity limits for restaurants in stage 2 under the Reopening Ontario Act, 2020 be received and supported, and

**That** a letter of support be sent to the Province of Ontario, the Windsor-Essex Health Unit, the Canadian Union of Public Employees, the Ontario Medical Association, the Nurses Association, The Corporation of the City of Sarnia and the Township of Lake of Bays.

**Carried**

**13. Committee Meeting Minutes**

**R21-03-104**

Moved By Councillor Bjorkman

Seconded By Councillor Verbeek

**That** all the Committee Meeting minutes listed in Agenda Item 13, together with any recommendations to Council noted therein, be received, approved and adopted as circulated.

**Carried**

**13.1 Arts, Culture and Tourism Minutes - January 20, 2021**

**13.2 Heritage Committee Minutes - January 28, 2021**

**13.3 Police Services Board - February 4, 2021**

**14. Financial**

**14.1 Section 284 - Statement of Remuneration and Expenses Paid 2020**

**R21-03-105**

Moved By Councillor Garon

Seconded By Councillor Verbeek

**That** the Section 284 Statement of Remuneration and Expenses Paid 2020 be received.

**Carried**

**15. New Business**

**16. Notices of Motion**

**17. Reports and Announcements from Council Members**

**18. By-Laws**

**18.1 By-Laws that require a third and final reading**

**18.1.1 By-Law 1995**

Being a by-law to confirm the proceedings of the March 1, 2021, Regular Meeting of Council of the Corporation of the Town of Essex.

**R21-03-106**

Moved By Councillor Bjorkman

Seconded By Councillor Bowman

**That** by-law to confirm the proceedings of the March 1, 2021, Regular Meeting of Council of The Corporation of the Town of Essex, be read a third time and finally passed March 15, 2021.

**Carried**

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

**18.2.1 By-Law 1998**

Being a by-law to appoint a Building Inspector for the Town of Essex

**R21-03-107**

Moved By Councillor Bowman

Seconded By Councillor Vander Doelen

**That** By-Law 1998 being a by-law to Appoint a Building Inspector for the Town of Essex be read a first, a second and a third time and finally passed March 15, 2021.

**Carried**

18.2.2 By-Law 1997

Being a by-law to authorize a Lease Extension Agreement between Suncor Energy Products Partnership and the Town of Essex for the lease by the Town of the land located at 64 King Street West, Harrow.

**R21-03-108**

Moved By Councillor Bondy

Seconded By Councillor Bowman

**That** By-Law 1997 being a by-law to authorize a Lease Extension Agreement between Suncor Energy Products and the Town of Essex for the lease by the Town of the Land located at 64 King Street West, Harrow and legally described as Part Lots 2 and 3, Plan 180 (Geographic Township of Colchester & Town of Harrow) as in R765254 Town of Essex, County of Essex be read a first, a second and a third time and finally passed on March 15, 2021.

**Carried**

**18.3 By-Laws that require a first and second reading**

Moved By

18.3.1 By-Law 1996

Being a by-law to confirm the proceedings of the March 15, 2021, Regular Meeting of the Council of The Corporation of the Town of Essex.

**R21-03-109**

Moved By Councillor Bjorkman

Seconded By Councillor Vander Doelen

**That** By-Law 1996 being a by-law to confirm the proceedings of the March 15, 2021, 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 15, 2021.

**Carried**

19.    **Adjournment**

**R21-03-110**

Moved By Deputy Mayor Meloche  
Seconded By Councillor Verbeek

**That** the meeting be adjourned at 8:50 P.M.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**The Corporation of the Town of Essex**

**Special Council Meeting Minutes**

December 21, 2020, 4:30 pm

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

This meeting was hosted and chaired from the Essex Municipal Building, 33 Talbot Street South, Essex. Due to the ongoing COVID-19 pandemic and the Essex Municipal Building not being open to the public at this time, this meeting was only available electronically to the public via livestream on YouTube with delegates as well only being able to participate electronically.

This statutory meeting was held for the purpose of providing background information and the purpose of a proposed site specific zoning amendment at 1110 Ridge Road, Colchester South, Ward 3.

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

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

**1. Call to Order**

Mayor Snively called the meeting to order at 4:31 PM.

**2. Declarations of Conflict of Interest**

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

**3. Adoption of Published Agenda**

**3.1 Special Council Meeting Agenda for December 21, 2020**

RE: Zoning By-Law Amendment: 1110 Ridge Road, Colchester South, Ward 3

**SP20-12-014**

Moved By Councillor Vander Doelen

Seconded By Councillor Verbeek

**That** the published agenda for the December 21, 2020 Special Council Meeting be adopted as presented.

**Carried**

#### **4. Presentation from Administration**

RE: Site Specific Zoning Amendment at 1110 Ridge Road

Lori Chadwick, Director, Development Services, spoke to Council about a proposed site specific Zoning Amendment to an agricultural property. The property is 1110 Ridge Road and the applicant is Upper Canada Growers Land Inc.

Ms. Chadwick advised that the subject land is 10 hectares of agricultural land on the East Side of Ridge Road and is located in Ward 3. The existing zoning is District 1.1, general agricultural and farm production supporting activities. The subject property contains two single detached dwellings, one outbuilding/laboratory, one warehouse/cooler, one accessory building and Polyhouses (greenhouse). The neighbourhood profile indicates that agricultural is predominate. On the East of the subject lands is a Wetland District and a Natural Environment District. There is also a municipally owned and operated water supply and two individual on-site private septic systems on Ridge Road

Ms. Chadwick explained that the proposed zoning change is to add a special land use to that existing zoning so as to allow for the construction of two new ancillary dwellings and the use of the existing single-detached dwelling(s) to accommodate the housing of farm help. Currently, the Town of Essex Zoning By-law allows for only one single detached dwelling permitted per lot in the A.1.1 zoning district. Under the Provincial Policy Statement (PPS) and the Town of Essex Official Plan one or more ancillary dwelling for the purposes of housing farm help can be approved where the farm operation is of such a size or nature that this assistance is required and residential accommodations need to be located on or close by the farm. The ancillary dwellings need to be located on the lot and accessed in such a way to prevent the creation of a severable residential lot in the future.

Ms. Chadwick expressed that this farming operation is used for wholesale fruit tree production where apple trees are the main crop. The applicant, UCG Land Inc., owns the adjoining parcel of land which forms part of the agricultural operation. The applicant owns +54 hectares of agricultural land in the Municipality. It is important to note that the farm operation is of such a size and nature that this assistance is required and residential accommodation needs to be located on or close by the farm.

The Site Plan control application is for an agreement for the location of the bunk houses or the location of those ancillary dwellings at this time. The expansion of the greenhouse is being reviewed with the site plan control and will be coming to Council in January after a water study to ensure the greenhouse has ample water supply.

Ms. Chadwick noted that the Zoning By-Law and the agreement tonight is solely for ancillary dwelling

New ancillary dwellings should be +2-8 square metres (+2240) in total area per dwelling, 4 Metres (13 feet) in height (One Storey), accommodate up to sixteen (16) seasonal farm labourers each and be locate behind the warehouse/cooler. These dwellings will be within 550 metres of a commercial wind turbine at 1040 Ridge Road. The Zoning By-Law amendment makes for a relief of the setback requirement. The dwellings will only

be used on a seasonal basis and be located behind the warehouse to prevent severability in the future.

The Essex Fire Department and Essex Region Conservation Authority have no objections. The Department of Infrastructure Services states that units will need to be supplied with water from the existing plumbing site.

The ancillary dwellings conformity with Federal and Provincial criteria would be determined at building permit stage. There are no rentals available in the area and the farm operation thus warrants on-site accommodation. This will not be a precedent but rather each proposal is evaluated on its own merits. The farmer is not liable for any nuisance to any person from normal farm practices. The laboratory is a permitted ancillary use.

At the 6:00 PM meeting on December 21, 2020, Regular Council Meeting, Council may approve the application, deny application or defer the decision to a later date.

The site plan dated November 13, 2020 and adopted by By-Law 1979 is subject to the following provisions:

1. The height of the ancillary dwelling shall not exceed one (1) story (14 metres); and
2. The ancillary dwellings shall be permitted within 530 meters of commercial wind turbine.

Ms. Chadwick asked if anyone had any questions.

1. Deputy Mayor Meloche asked if the workers in the bunkhouse are strictly for this operation and not another one where they were be bused to a different location.

Ms. Chadwick explained that those 16 per dwelling are solely for this operation and the expansion of 3700 square feet warrants additional help onsite. Those dwellings need to be built in advance to the greenhouse expansion.

2. Deputy Mayor Meloche asked to see the roadway that would lead from the bunkhouse to Ridge Road. Deputy Mayor asked what a "lean-to" is.

Ms. Chadwick said she will review the map and advise.

4. Councillor Vander Doelen said a lean-to is similar to a pull barn without walls and attached to the main building and is like a loading area. He asked what size the septic system will be.

Ms. Chadwick Lori said she will be able to answer that after building permit review.

5. Councillor Vander Doelen asked how many residents of Ontario would this employ, how much the development is worth and how much extra tax revenue for the Town of Essex on annual basis.

Ms. Chadwick advised that she that it is unknown how many residents of Ontario this would employee. She anticipates this project to be in the millions but will have more answers at the Regular Council Meeting at 6:00 PM.

6. Councillor Vander Doelen stated that we have to weigh these things and determine how many jobs and how much money will be provided to town.

Ms. Chadwick advised that the President of Upper Canada Company currently has 20 local employees with another 27 jobs locals alone next year. It is unknown if it is in the bunkhouses but additional infrastructure could create 300+ jobs in the next 10 years.

**SP20-12-015**

Moved By Councillor Bowman  
Seconded By Councillor Verbeek

**That** the presentation entitled "Site Specific Zoning Amendment at 1110 Ridge Road", be received.

**Carried**

**SP20-12-016**

Moved By Deputy Mayor Meloche  
Seconded By Councillor Garon

**That** the correspondence included in Agenda Item 4 be received.

**Carried**

**5. Delegations**

**5.1 Robert Haynes, President. Upper Canada Growers**

Mr. Haynes explained that they have invested millions in more nurseries and the warehouse. He said that where they are purposing to build by the road that they are planning to build another cooler. There are 30 local employees in the lab with apple trees and there will be an increase of 60 local employees this winter. There will also be a larger portion of workers for summer employment. Besides the 135 acres they also rent another 100 some acres. Upper Canada Growers are committed to the Town and local employment. Mr. Haynes encouraged Council to come see the lab and stated that he has plans to develop a grape market. Since Upper Canada Growers work with Universities they have a lot of new technology.

Mr. Haynes addressed Ms. York and said there will be no traffic between the warehouse and Dianne's house. These bunkhouses will be looking into neighbour's farm opposed to Dianne's house.

Mr. Haynes then answered questions from Council.

1. Councillor Garon is concerned for Ms. York's privacy with the bunkhouses. He asked for if there are safe guards for them to abide to, By-Laws, or if someone is watching these men.

Mr. Haynes said that yes there had been issues but never from a neighbour. Most of his off shore help has been here for 30 years.

2. Councillor Garon asked if there is any orientation, rules to follow and how they behave in the community.

Mr. Haynes said the Canadian Charter cannot dictate what they do but there are expectations such as keeping things cleaned. Travelling will also be minimal and will mostly for grocery shopping.

**5.2 Dianne York, 1120 Ridge Road**

Ms. York explained that she owns the property abutting 1110 Ridge Road which is north of the existing warehouse. There is a 30 foot set back between the existing warehouse and her home. Mr. York's general concerns were addressed



in the presentation but she still worries about the negative impact on her property. Firstly, there is a concern with privacy as there are 32 seasonal workers. Secondly, her question regarding the 550 foot set back was answered during the presentation. However, Ms. York believes that sensitive land use such as sleeping should still have 550 foot set back.

Ms. York explained that bunkhouses will be for 32 working aged men which will provide no stability due to the seasonal aspect from year to year. She felt that there is no compatibility between abutting properties.

Ms. York opposed the By-Law amendment zoning 1037 due to medium density housing in a rural area. She stated that by-law amendment 1037 needs restriction to maximum size and dwellings.

Ms. York also had concerns of traffic on the north side of Ridge Road to bunk house and request restrictions to maintain a quiet peaceful and enjoyment of property.

Council was directed to for comments and questions.

1. Councillor Bjorkman advised that one of his concerns was the placement of the bunkhouses to the turbine but that is no longer a provincial standard. It still needs to be enforced at a great distance as people are living, sleeping, dinning in the buildings and they need the same restrictions as the rest of us. However, compared to what other jurisdictions are doing he is comfortable with the distance from the wind turbine to the bunkhouses.
2. Councillor Bjorkman suggested Ms. York come to an agreement with her neighbour to install some kind of a break. He advised Ms. York that the applicant has shown that he is doing what he can and we are encouraging agricultural business.
3. Councillor Verbeek questioned if the bunk houses could be moved somewhere else and if restrictions that commercial businesses use for building could be utilized instead.

Mayor Snively said that this is farm use and not commercial.

Ms. Chadwick said Councillor Verbeek is referring to a restrictive covenant which is only for the private owners. Ms. Chadwick adds that a restrictive covenant is not binding forever. Economic viability, planning regulations, agricultural land, future green house, turbines and roads have all been considered. She also mentioned that Ms. York asked about notice on the website and under our provincial guidelines notice to the abutting property owners was given. Above that the Town of Essex sent more notice to the same property owners that a discussion could be made tonight. It is also not a requirement to be posted to local website.

6.     **Adjournment**

**SP20-12-017**

Moved By Deputy Mayor Meloche

Seconded By Councillor Vander Doelen

**That** the meeting be adjourned at 5:37 PM.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**The Corporation of the Town of Essex**

**Special Council Meeting Minutes**

February 16, 2021, 4:30 pm

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

This meeting was hosted and chaired from the Essex Municipal Building, 33 Talbot Street South, Essex. Due to the ongoing COVID-19 pandemic and the Essex Municipal Building not being open to the public at this time, this meeting was only available electronically to the public via livestream on YouTube with delegates as well only being able to participate electronically.

The purpose of this meeting is to present the Water and Wastewater Rate Study.

Present:

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

Also Present:

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

**1. Call to Order**

Mayor Snively called the meeting to order at approximately 4:30 PM.

**2. Declarations of Conflict of Interest**

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

**3. Adoption of Published Agenda**

**3.1 Special Council Meeting Agenda for February 16, 2021**

**SP21-02-004**

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That the published agenda for the February 16, 2021 Special Council Meeting be adopted as presented.

**Carried**

#### 4. Public Presentations

##### 4.1 Watson & Associates Economists Ltd.

RE: Water and Wastewater Rate Study

Nancy Neale, Manager, Watson & Associates provided a summary of the rate study using a PowerPoint presentation she explained that the purpose of the Study is to identify all current and future water and wastewater system capital needs over the next 10 years, identify cost recovery options for capital, estimate future operating costs over the next 10 years and recommend new rates to recover the cost of the water and wastewater systems. Ms. Neale reviewed current rates, customer profiles and usage for each Ward as well as the capital needs for 2020 to 2030.

Ms. Neale advised Council that they need to consider the Capital Program, Operating Program, Proposed Water Rates, Proposed Wastewater Rates, and Water Financial Plan included in the Study. Ms. Neale mentioned that the difference between the Rate Study and the Financial Plan is that the Rate Study is based on your budget where the Financial Plan has to be transferred to a Financial Plan document. Ms. Neale proposed that the current 2021 year rates need to be submitted, approved and put in place for the next billing cycle to meet licensing requirements.

##### **SP21-02-005**

Moved By Councillor Bowman

Seconded By Councillor Bjorkman

That the presentation by Watson & Associates Economists Ltd. regarding the Water and Wastewater Rate Study be received.

**Carried**

#### 5. Adjournment

##### **SP21-02-006**

Moved By Councillor Verbeek

Seconded By Councillor Vander Doelen

That the meeting be adjourned at 5:31 PM.

**Carried**

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Mayor

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Clerk



**The Corporation of the Town of Essex**

**Special Council Meeting Minutes**

March 1, 2021, 4:30 pm

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

This meeting was hosted and chaired from the Essex Municipal Building, 33 Talbot Street South, Essex. Due to the ongoing COVID-19 pandemic and the Essex Municipal Building not being open to the public at this time, this meeting was only available electronically to the public via livestream on YouTube with delegates as well only being able to participate electronically.

The purpose of this meeting is to present the Ward 1 Southwest Area Stormwater Improvements Environmental Assessment.

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

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

**1. Call to Order**

Mayor Snively called the meeting to order at approximately 4:30 PM.

**2. Declarations of Conflict of Interest**

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

**3. Adoption of Published Agenda**

**3.1 Special Council Meeting Agenda for March 1, 2021**

**SP21-03-001**

Moved By Councillor Garon

Seconded By Deputy Mayor Meloche

**That** the published agenda for the March 1, 2021 Special Council Meeting be adopted as presented.

**Carried**

#### **4. Reports from Administration**

RE: Ward 1 Southwest Area Stormwater Improvement Environmental Assessment

##### **4.1 Jian Li, Project Manager and Mike Reaume, Project Manager, Stantec Consulting Ltd.**

RE: Presentation: Improvements to Essex Ward 1 Southwest Storm Sewer System

Mike Reaume, Project Manager, Stantec Consulting Ltd. presented on Improvements to Essex Ward 1 Southwest Storm Sewer System. The Town of Essex experienced widespread complaints regarding basements flooding primarily in Ward 1 south west drainage area during two heavy rainfalls on August 11, 2014 and September 3, 2015. Mr. Reaume stated that the storm infrastructure is not designed for extreme rainfall events and pools significant amount of stormwater on Town streets and that the existing storm sewer system needs to be evaluated to mitigate the risk of flooding and property damaged in Ward 1 Southwest drainage.

Mr. Reaume recommended that the Ward 1 Southwest Storm Sewer system needs to include increased hydraulic capacity of storm sewers. This would replace storm sewer along Centre Street between Hanlan Street and South Talbot Road to provide service to the Centre Street drainage area. Mr. Reaume also recommended construction of storm management ponds such as expanding the Woodview Pond, the Canaan Pond, and creating a new Essex Outlet Pond on the west side of the Essex Pollution Control Plant.

##### **SP21-03-002**

Moved By Councillor Bowman

Seconded By Councillor Bjorkman

**That** the presentation by Jian Li, Project Manager and Mike Reaume, Project Manager, Stantec Consulting Ltd., be received.

**Carried**

##### **4.2 Infrastructure Services-2021-03**

Kevin Girard, Director, Infrastructure Services presented on the Ward 1 Southwest Area Stormwater Improvements and recommendations. Council initiated the Municipal Class Environmental Assessment process on May 15, 2017 to model, evaluate, and provide recommendations for improving deficient areas within the South West area of Ward 1. Mr. Girard stated that the Town was in receipt of some funding to complete phase 1A and all that other phases would be completed as funding becomes available.

##### **SP21-03-003**

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

**That** Infrastructure Services-2021-03 entitled, "Ward 1 Southwest Area Stormwater Improvements Environmental Assessment" prepared by Kevin Girard, Director, Infrastructure Services dated March 1, 2021 be received, and

**That** Council endorse the recommended plan for the Ward 1 Southwest Area Stormwater Improvements as presented and proposed by Stantec Consulting Ltd., and

**That** Council approve and direct Administration to proceed with the 30-day public review process for the Southwest Area Stormwater Improvements Environmental Assessment.

**Carried**

**5. Adjournment**

**SP21-03-004**

Moved By Councillor Bjorkman

Seconded By Councillor Garon

**That** the meeting be adjourned at 5:23.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# 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 \*

3/17/2021



Are you representing a group? \*

☒ Yes

☐ No

Name of Group (if applicable)

Ken Knapp Ford



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

We would like to use the Spitfire Park to host an event. The event would aim to bring people to Essex to celebrate the return to normalcy. (Post Covid). Farmer's Market, car show, local businesses, etc... Asking for consideration for financial support.

**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.

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) \*

Your Phone Numbers

**Home**

**Work**

Use format 519-  
776-7336

**Cell**

Use format 519-  
776-7336

**Email Address**

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

james knapp

# Thank you!

Thank you for completing the Delegation Request Form.

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

**Robert Auger, LL.B.**

**Manager of Legislative Services and Clerk**

**Town of Essex**

**33 Talbot Street South, Essex, Ontario N8M 1A8**

**519-776-7336, extension 1132**



## Report to Council

Department: Office of the CAO

Division: Legal and Legislative Services

Date: April 6, 2021

Prepared by: Robert W Auger, Town Solicitor/Clerk

Report Number: Legal and Legislative Services-2021-05

Subject: Policy: Prohibition on the Use of Corporate Resources during an Election

Number of Pages: 6

### Recommendation(s)

**That** Legal and Legislative Services-2021-05 entitled **Policy: Prohibition on the Use of Corporate Resources during an Election** prepared by Robert W Auger, Town Solicitor/Clerk dated April 6, 2021 be received, and

**That** the Town of Essex Policy: Prohibition on the Use of Corporate Resources during an Election attached hereto as Schedule "B" to this report be adopted as presented.

### Purpose

To create a framework of responsibilities and a consistent approach for prohibiting the use of Town of Essex resources during an election by Town Staff, candidates, registered third party advertisers and electors.

Section 88.8 (4) of the Municipal Elections Act ("MEA" or the "Act") prohibits a municipality from making a contribution to a candidate. The Act also prohibits a candidate, Third party

advertiser, or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution. A contribution may take the form of money, goods or services. Any use by a Council Member/Candidate/third party advertiser/town staff of the Town's resources for an election campaign could be viewed as a contribution by the municipality to that campaign, which is a violation of the Act.

It is therefore necessary to establish guidelines on the appropriate use of corporate resources (those resources of the Corporation of the Town of Essex) during a municipal election period in order to protect the independence and integrity of the Election, meet the requirements of the Municipal Elections Act (and other applicable legislation) and serve the best interests of the electorate.

## **Background and Discussion**

The current Town of Essex Policy entitled "*Use of Corporate Resources for Election Purposes*" and attached hereto as Schedule "A" was originally approved by Council back on April 19, 2010. This policy has not been amended since 2010. While this Policy was a source of guidance for candidates during the 2018 election it became apparent during the election that the Policy at times could not be relied upon to provide clear or consistent direction to Candidates, Members of Council and Town staff.

The Act provides the Clerk with special duties and powers as it relates to the conduct of Municipal elections. It is these legislated duties and powers that provides the Clerk with the required authority, independence and integrity so as to be able to conduct municipal elections in the required objective, fair and transparent manner so that public confidence in our electoral systems is maintained.

While electoral discretion and its reasonable exercise thereof is always going to be required of the Clerk when conducting an election, a Use of Corporate Resources Policy that better defines from the outset the expectations and better clarifies what is permitted and what is not permitted will always be preferred as it will help Candidates, Council Members and Town Staff

proactively make more consistent and reliable decisions as far as taking actions that are appropriate versus not appropriate.

While no one Policy, no matter how comprehensive, will be able to capture and interpret all potential scenarios it is recommended that the current Policy be replaced with an updated and new policy in order to hopefully bring that improved clarity for candidates, members of council, third party advertisers and town staff alike.

Attached hereto as Schedule "B" to this report is a copy of the proposed new policy entitled

*"Prohibition on the Use of Corporate Resources during an Election"*

The highlights of this new Policy include:

- a more expansive and clarified definition of "Town Property and Facilities" and their prohibited use thereof during an election period. This definition is greatly expanded for clarification purposes and includes prohibitions on the use of any Town facilities, equipment, (including computer hardware and software), supplies, services, staff, staff offices or *any other resources of the municipality*;
- more detail and information on the prohibitions relating to access to and use of Town information and resources during an election period. This includes specific examples of restrictions on the use of the Towns corporate identity or the use of any Town intellectual property or other town materials during the election period. For example the use of Town logos, crest, coat of arms, the use of town apparel, the use of Town Mission Statements, Strategic Plan Statements, tagline, etc. are all prohibited
- enhanced protocols and restrictions with respect to Town cell phone use by sitting members of council during an election period and the prohibition of the use of any Town electronic devices to respond to campaign inquiries/matters or post or re-post matters on social media relating directly or indirectly to campaign matters. Included in that are further protocols giving the Town the right to audit such Town issued electronic devices from time to time as may be reasonable and necessary.

- Clarification as to access Town IT property/resources and the use of social media use by candidates during the election.
- Clarification as to information sharing protocols by the Clerk's Office and candidates during the election.
- Clarification and enhanced protocols as to procedures and restrictions as to candidate access to Town staff and Town information during an election period.
- Clarification on the specific restrictions applicable to sitting members of Council from Nomination day until the end of the Election.
- Clarification that the provisions of this Policy shall apply to third-party advertisers during the election period.
- Clarification that the provisions of this policy shall also apply to Provincial and federal election activities in the Town of Essex.
- A specific and enhanced sign-off from candidates attesting to and acknowledging that non-compliance with this policy may further expose that candidate to personal costs and/or further investigation/enforcement including under the Municipal Elections Act or such other applicable legislation.

With regards to administration and enforcement the Town Clerk, or designate, shall have the delegated authority under the Policy/By-law to review and resolve many of the issues arising from any written complaint regarding an alleged contravention of this policy. The Clerk or designate shall further be authorized and directed to take the necessary action to give effect to the Policy. All complaints received from the public shall be in writing and addressed to the Clerk. If a breach of this policy is confirmed, the candidate may be required to personally reimburse the Municipality for any of the costs associated with the breach. Candidates will also be reminded that their actions may also possibly subject them to offences and/or penalty provisions for violations under the Municipal Elections Act.

Specifically as it relates to the conduct of candidates during a municipal election, a key point to note from the proposed policy is that the Clerk performs largely an administrative and



procedural function related to the conduct of the Municipal Election but within the framework established by the Municipal Elections Act ("MEA"). While Section 12 of the MEA gives the Clerk a wide range of powers to provide for any matter necessary *for conducting the election*, the Act specifically does not provide the Clerk with investigative or enforcement powers specifically as it relates to allegations that the Municipal Elections Act or such other applicable legislation was violated. Concerns that a candidate or other person may have violated either the MEA and/or any other legislation (i.e. Criminal Code etc.) should be addressed by contacting:

- Independent legal counsel for further advice if necessary; and/or
- the Ministry of Municipal Affairs which has ministerial responsibility for the MEA; and/or
- the Ontario Provincial Police.

The Policy proposed in Schedule "B" to this Report would continue to be reviewed from time to time on an as needed basis including after each Municipal election.

## **Financial Impact**

There is no financial impact as of yet associated with this policy. This policy will be administered in accordance with the budget to be set for the 2022 municipal election.

## **Consultations**

Chief Administrative Officer

Director, Community Services/Deputy CAO

Manager, Strategic Communications

Manager, Information Technology

Deputy Clerk, Legal and Legislative Services

## Link to Strategic Priorities

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

## Report Approval Details

Document Title:	Use of Corporate Resources during an Election Policy.docx
Attachments:	<ul style="list-style-type: none"><li>- Schedule B Prohibition on the Use of Corporate Resources During an Election Policy.pdf</li><li>- Schedule A Use of Corporate Resources for Election Purposes Policy.pdf</li></ul>
Final Approval Date:	Mar 30, 2021

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

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

**Chris Nepszy, Chief Administrative Officer - Mar 30, 2021 - 10:36 AM**



## POLICY MANUAL

THE CORPORATION OF THE TOWN OF ESSEX		
<b>SECTION: CORPORATE - COUNCIL</b>  <b>SUBJECT: USE OF CORPORATE RESOURCES FOR ELECTION PURPOSES</b>	<b>DOCUMENT NO: 011</b>	
	<b>EFFECTIVE DATE:</b> April 19, 2010	
	<b>REPLACES ISSUE OF:</b> N/A	
<b>PREPARED BY:</b> C. A. Bondy	<b>APPROVED BY:</b> R10-04-124	<b>APPROVAL DATE:</b> April 19, 2010

### 1.0 OBJECTIVE

The purpose of this policy is to clarify that all candidates for municipal council, including current members of Council, are required to follow the provisions of the *Municipal Elections Act, 1996* and that:

- No candidate shall use the facilities, equipment, supplies, services, staff or other resources of the municipality for any election campaign or campaign related activities.
- No candidate shall undertake campaign related activities on municipal property.
- No candidate shall use the services of persons during hours in which those persons receive any compensation from the municipality.

It is necessary to establish guidelines on the appropriate use of corporate resources during an election period to protect the interests of both Members of Council and the Corporation. The *Municipal Elections Act, 1996* prohibits a municipality from making a contribution to a candidate. The *Act* also prohibits a candidate or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a Member of Council of the Corporation's resources for his or her election campaign would be viewed as a contribution by the municipality to the Member, which is a violation of the *Act*.

## **2.0 RESPONSIBILITIES**

This policy applies to all Town of Essex municipal election candidates, their campaign staff and scrutineers.

## **3.0 CORPORATE RESOURCES AND FUNDING**

Corporate resources and funding may not be used for any election related purposes. Resources include but are not limited to:

- Telephone, Voicemail
- Blackberries
- iPhone
- Computer
- Printer
- E-mail
- Scanner
- Cell Phone
- Fax Machine
- Copier
- Consumables related to the above equipment such as paper, toner, etc.
- Town Logo

## **4.0 MUNICIPAL STAFF**

Municipal staff may not canvass or actively work in support of a municipal candidate or party during normal working hours unless they are on a leave of absence without pay, lieu time, float day or vacation leave.

## **5.0 MUNICIPALLY PROVIDED FACILITIES**

Candidates may not use municipally provided facilities for any election related purposes which includes the displaying of any campaign related signs in the window or on the premises, as well as displaying any election related material in the office.

## **6.0 GENERAL**

For current members of Council from the day prior to Nomination Day in a municipal election year until Election Day all forms of advertising, including in municipal publications, will be discontinued.

Current members of Council shall not:

- Print or distribute any material paid by municipal funds that illustrates that a Member of Council or any other individual is registered in any election or where they will be running for office;

- Profile (name or photograph), or make reference to, in any material paid by municipal funds, any individual who is registered as a candidate in any election;
- Print or distribute any material using municipal funds that makes reference to, or contains the names or photographs, or identifies registered candidates for municipal elections (Minutes of Municipal Council and Committee meetings are exempt from this policy);
- Use web sites or domain names that are funded by the municipality that contain any election related campaign material;
- Use the municipality's voice mail system to record election related messages;

The above recommendations also apply to an acclaimed Member or a Member not seeking re-election.

The Clerk is authorized and directed to take the necessary action to give effect to this policy.

## **7.0 LIMITATIONS**

Nothing in this Policy shall preclude a Member of Council from performing their job as a Councillor, nor inhibit them from representing the interests of the constituents who elected them.

## 8.0 ACKNOWLEDGEMENT

I, \_\_\_\_\_ acknowledge that I have read and understand the Use of Corporate Resources for Election Purposes Policy of the Town of Essex. I agree to adhere to this policy.

\_\_\_\_\_  
*Candidate Name (please print)*

\_\_\_\_\_  
*Candidate Signature*

\_\_\_\_\_  
*Date*



## The Corporation of the Town of Essex

Section:	Legal and Legislative Services
Subject:	<b>Prohibition on the Use of Corporate Resources during Elections</b>
Policy Number:	
Approval Date:	<b>April 6, 2021</b>
Approved By:	<b>R. Auger, Town Solicitor/Clerk</b>
Prepared By:	<b>S. Brown, Deputy Clerk</b>

### Objective/Policy Statement

The Corporation of the Town of Essex and its local boards and committees are committed to ensuring accountable and transparent election practices, relating to the use of the corporate resources of the Town of Essex.

### Purpose

The purpose of this policy is to provide clear and consistent direction to all Candidates, Third party advertisers, Members of Council and Town Staff to ensure a fair and transparent electoral process while also promoting compliance with all applicable legislation including the *Municipal Elections Act*, 1966 as amended (the "Act").

In particular the Act establishes regulations governing campaign finances for candidates and third-party advertisers in a municipal election.

Section 88.8 (4) prohibits a Town from making contributions in any form (which includes its assets, resources, services and employees) to a candidate and Section 88. 12 (4) likewise prohibits a Town from contributing to a third party advertiser's campaign.

As campaign contributions may take the form of money, goods and services, then ***any use of a corporate resource for an election related purpose by a member of council, a candidate, a third party advertiser or Town staff is prohibited.***



The Town recognizes that Elected Officials who are candidates are still responsible to serve their constituents and fulfill their responsibilities until the end of their term but clear separation must exist between Elected Official's role as a Candidate and their role as a Member of Council.

## Scope

This policy applies during an Election Period to Candidates, Third Party Advertisers, Members of Council, Town Staff and any other person acting on behalf of a Candidate, Third Party Advertiser or a Member of Council.

## Definitions

The **Act** means the *Municipal Elections Act, 1996*, as amended from time to time, and includes any regulations made thereunder.

**Acclaimed** means a Candidate elected by acclamation pursuant to section 37 of the Act.

**Campaign or Campaign Activity** means any work, effort, activity or thing intending to influence persons to vote for or against any Candidate or any question or by-law submitted to the electors in an election.

**Campaign Materials** means any materials of any kind used to solicit votes for a candidate(s) or question in an election including but not limited to literature, banners, posters, pictures, buttons, clothing, or other paraphernalia. Campaign materials include, but are not limited to, materials in all media, for example, print, displays, electronic radio or television, online including websites or social media.

**Candidate(s)** means a person who has filed a nomination to run in a municipal, provincial or federal election, and shall be deemed to include third party advertisers and any other person seeking to influence other persons to vote for or against any Candidate or any question or by-law submitted to the electors under section 8 of the Act.

**Corporate Resources** shall include any and all facilities, infrastructure, assets, equipment, supplies, services, staff or any other resource of any other kind whatsoever that belongs to, is used by or is funded or otherwise associated with the Corporation of the Town of Essex.

**Election** means an election or by-election at the municipal, regional, school board, provincial and federal level of government, political party election or the submission of a question or by-law to the electors.

**Election Period** means that period of time in which an individual can be nominated as a candidate in an Election through to and including the Election voting day.

**Election Related** means anything that relates directly or indirectly to an Election.

**Election Sign** shall mean any and all types of signs, surfaces or structures that are used or capable of being used as a visual medium to attract attention or convey a message in relation to an Election and includes without limiting a banner, awning, canopy, marquee, menu board, poster, billboards and vehicle magnets or decals used to advertise or promote a candidate in a federal, provincial or municipal election or by-election or to advertise or promote any question or by-law submitted to electors in a federal, provincial or municipal election or by-election .

**Town Facilities** means any real or intangible property owned, operated or otherwise under the control of the Town of Essex including its buildings and infrastructure and shall be deemed for the purposes of this policy to include any town hosted or sponsored events regardless if such event(s) are being hosted or held on Town property or not.

**Nomination Day** is the date designated under the Act or such other dates designated by Provincial or federal legislation as applicable..

**Policy** means this "Use of Corporate Resources during Elections" Policy.

**Third Party Advertiser** means in relation to an Election in a Town, an individual, corporation or trade union that is registered under section 88.6 of the *Municipal Elections Act, 1996* as amended.

**Staff** means all full-time, part-time, contract and temporary employees hired by the Town and including but not limited to the Chief Administrative Officer, Deputy Chief Administrative Officer, Directors, Clerk, Deputy Clerk, Managers, Supervisors, Coordinators, salaried employees, union employees, administrative staff, contract and temporary students and co-operative placement staff.

**Third Party Advertising** shall mean an advertisement in any broadcast, print, electronic or other medium that has the purpose of promoting, supporting or opposing a candidate or a "yes" or "no" answer to a question referred to in subsection 8 (1), (2), or (3) of the *Municipal Elections Act, 1996* and has been erected or displayed without the authorization, direction or involvement of a Candidate.

**Voting Place** shall mean a place where electors cast their ballots as approved by the Federal, Provincial, or Municipal Election Official(s) and shall include the real property on which the voting place is located and adjacent road allowances.

## Policy

This policy shall apply throughout the Election Period and in accordance with the provisions of the Act and other applicable legislation.

### **A. Town Property and Facilities During The Election Period:**

- a. Campaign related signs or any other campaign related material, including vehicles which may identify a Candidate, shall not be displayed in or located on any Town Facilities during the Election Period.
- b. During the Election period Town Facilities which includes town buildings, structures (for e.g. gateway signs), or any real or intangible property of any kind whatsoever may not be used for Campaign related activities or used to display any campaign related material on or in any campaign related material. For greater certainty Town Facilities that may not be used in relation to campaign activities or campaign related materials are deemed to be inclusive of any campaign activities or materials that feature the Essex Municipal Building or any location(s) at which Essex Town Council hosts or has hosted its Meetings and would further include the use of any recordings or broadcasts in whole or in part of any meetings of Council including electronic meetings of Council that have been posted to the public.
- c. Candidates and registered third parties may not hold/host campaign activities at any Town facilities.
- d. Notwithstanding 1 a. and 1 b. above and subject to availability all-candidate meetings may be held at Town facilities for a nominal fee provided that all candidates for office are invited to attend such meetings and provided that there is no use or distribution of campaign materials at such meeting.
- e. Candidates shall not campaign and/or distribute campaign literature on any Town facilities, including during any function being hosted by the Town whether the function is being undertaken on or in Town Facilities/property or not;

### **B. Access to and Use of Town Information and Resources during an Election Period:**

No person with access to or control of Corporate Resources shall use Corporate Resources for the purposes of an election, or contribute or allow the contribution of Corporate Resources for campaign activities or campaign related purposes. For greater certainty the following applies during an Election Period:

## Schedule B

- a. No Photographic, video, print or digital material created or used by the Town may be used in any campaign activities or campaign related materials.
- b. No printing or distribution of any materials using municipal funds that make reference to, contain the names or photographs of, or identify registered Candidates; with exception that the use of adopted Minutes of Municipal Council and Committee meetings is exempt from this policy.
- c. Any materials from websites, domain names and social media accounts that are funded by the Town may not include any campaign related material nor be used for campaign purposes and for further certainty:

Candidates are:

- i) permitted to link any Town document made available to the public, or on a public Town webpage, from their campaign website;
  - ii) Not permitted to use or link, Town photographic and video materials used by the Town or which identifies the Town or which the public reasonably identifies with the Town, onto their own web page or otherwise in any campaign materials;
  - iii) Not permitted to use social media handles such as @EssexOntario, @TownofEssex, @EssexOn, @Essex, @EssexON or "tag" the Town of Essex in campaign related social media posts.
- d. Sitting members of Council and/or Town Staff shall not use any Town's IT resources, including individual websites linked through the Town's website and social media accounts used for communication, for any election campaign and/or campaign related activities;
- e. If a sitting Member of Council and/or Town staff uses any social media account for campaigning, such accounts must not be created or supported by Corporate Resources. Social media accounts used for campaign purposes must utilize personal cell phones, personal tablets and/or personal computers. In particular Town issued cell phones/tablets and computers etc. cannot be used to create any campaign related materials nor post any such materials to social media accounts and/or websites and this policy reserves the right of the Town to audit compliance with this provision in that regard.
- f. Sitting members of Council who choose to create or use social media accounts for campaigning must include, for the duration of the Election Period, a clear statement on each campaign website or social media account's home page indicating that the account is being used for Election Campaign purposes and is not related to their duties as a Member of Council.
- g. Candidates must not, under any circumstances, use a Town logo, crest, slogans or any other items or variation thereof which identifies with or which the public reasonably

## Schedule B

identifies with the Corporation of the Town of Essex on any campaign material, election signs, social media or campaign website.

- h. During the Election period any Staff engaged in political activities must take care to separate those personal activities from their official positions. Staff may participate in political activity at the federal, provincial and municipal levels provided that such activity does not take place during their work hours or during the time they are otherwise acting in the capacity of Town Staff. Staff further shall not use Town assets, resources or property for any campaign related purposes and in particular :
  - i. Staff shall not produce, display or distribute notices, posters or similar material in support of a Candidate at any Town Facilities or using any Corporate Resources;
  - ii. Staff shall not canvass or actively work in support of a municipal, provincial or federal Candidate or party during normal working hours unless they are on a leave of absence without pay, lieu time, float day, or vacation leave;
  - iii. Staff shall not canvass or actively work in support of a municipal Candidate or political party while wearing a uniform, badge, logo or any other item identifying them as an employee of the Town of Essex, or using a vehicle owned or leased by the Town.
- i. Corporate Resources may not be used for any campaign related purposes including, but not limited to any use of the Town's logo, crest, slogans etc. either in print or digital format;
- j. Candidates and registered third parties may attend Town organized events during the election period, but may not display or distribute campaign materials or undertake any campaign activities for themselves, a political party, registered third party, or in support of or opposition of a question on a ballot.
- k. During the election period Candidates must make any information requests and/or other miscellaneous requests of Town Staff directly to the Chief Administrative Officer and/or the Town Clerk in order to determine if such requests can be accommodated in accordance with this policy.
- l. Any Staff receiving requests for information from a Candidate during the Election period shall consult with the Chief Administrative Officer and/or the Town Clerk in order to determine if such requests can be accommodated in accordance with this Policy. Any Information provided to one Candidate that is of a general nature and which may provide valuable guidance to all others will be provided to all candidates in a manner deemed appropriate by the Clerk.
- m. Any requests by a Candidate to attend at Town Hall or for any meetings with any Town Staff as well as any requests for tours of town facilities must be made to and pre-

approved by the Chief Administrative Officer and/or the Town Clerk in order to determine if such requests can be accommodated in accordance with this Policy.

- n. Town databases (with the exception of those specifically made for the use of candidates) may not be used by any Candidates unless the database has already been released for public use.

### **C. Attending Town Events during an Election Period**

- a. Candidates, registered third party advertisers or political parties are permitted to attend Town events, or events held at Town facilities, in either their capacity as elected representatives or as private citizens, but may not campaign while in attendance. No election signs may be posted and no campaign materials may be disseminated at such Town events.
- b. Elected officials are permitted to attend Town-organized events or events held on Town facilities and act as ceremonial participants in their capacity as elected officials, including speaking at the event and partaking in ceremonial activities. In provincial or federal elections, once the writ is issued, MPPs and MPs, with the exception of the Ministers of the Crown, are no longer elected officials and therefore should not be invited to attend Town events.

### **D. Restrictions to Services provided to Members of Council (the "Members") during a Municipal Election Period**

In accordance with the Council Discretionary Fund Policy, Members of Council access to the Council Discretionary Fund shall be suspended during the year of a municipal election and in the event of a by-election, the Fund shall be suspended from Nomination Day, as established in accordance with the *Municipal Elections Act, 1996, S.O. 1996, c. 32*, until the completion of the election and/or by-election.

Upon Nomination Day in a Municipal Election year, the Town will discontinue the following services or activities for sitting Members of Council, regardless of whether they are seeking election in the new term of council or not:

- a. All forms of advertising and communication, including in municipal publications social media accounts and the Town website, that are paid for by Town funds or operated and distributed by the Town will not reference the specific name or image of a Member of Council.
- b. Signage for Town events, including banners and posters, will not reference the name of a Member of Council.

## Schedule B

- c. The Town's media releases and materials etc. will not reference the name of a Member of Council. Where the Town would typically name a specific Member of Council or the Mayor in its communications or media materials during an election period, it will make reference to the generic term "Ward 1 Councillor" or "Mayor of Essex" without naming the specific Member of Council. If applicable any biographical and identifying information of the members of Council will also be removed from the Town's website leaving only the name and contact information of the current elected representatives. This practice will be used for all Town programs, events, announcements and to ensure effective communications with residents and businesses with respect to operational requirements, impacts or emergency situations
- d. Ceremonial documents such as retirement scrolls for employees, scrolls in celebration of anniversaries, Letters of Greeting and other celebratory documents normally signed and distributed by Members of Council will be signed by the Mayor as the Chief Executive Officer of the Town.
- e. Members of Council are responsible for ensuring that the content of any communication material, including printed materials such as newsletters, advertising, etc., that the Town funds for the operation of each Member's Office is not directly election-related.
- f. Upon Nomination Day in a municipal election year, the Mayor will be subject to the same restrictions as Members of Council, but will continue to be named in media releases and Town materials related to inter-governmental activities only in his or her capacity as Chief Executive Officer of the Town.
- g. During the Election Period, no Member of Council, including the Mayor shall:
  - i) Advertise in their capacity as a Member of council, including in municipally funded publications;
  - ii) Print, photocopy or distribute any materials in their capacity as a member of council; and
  - iii) Order any stationery or business cards, except within reason and as needed to carry out their current duties.
- h. During the Election Period, no Member of Council, including the Mayor shall use the services of the Town's Integrity Commissioner during the Election Period for the purposes of seeking advice related to their Campaign

### **E. Application/Limitations**

The Town Clerk is authorized and directed to take the necessary action to give effect to this Policy.

This policy does not restrict the Town Clerk or designates from utilizing municipal resources to perform the statutory duties related to conducting a municipal election in accordance with the requirements of the Act.

This policy does not preclude a member of Municipal Council from performing their duties as a Member of Council.

#### **F. Review Period**

This Policy shall be reviewed during each term of Council and will be revised in light of any changes to legislation.

#### **G. Enforcement and Complaints**

Any complaints regarding alleged violations of this policy shall be filed pursuant to the *Town of Essex Election Complaints Policy* (as approved by Council September 8 2020).

Should any written complaint be filed regarding the alleged use of corporate resources in contravention of this policy, the Clerk or designates, shall have the delegated authority to review and resolve any issues.

Notwithstanding this it is acknowledged and agreed that the Clerk or designates do not have the investigative authority to review/determine if there have been any violations of the *Municipal Elections Act*, 1996 or such other provincial or federal legislation as may be applicable to the circumstances. Any such complaints or alleged violations will be referred to other relevant authorities as may be applicable to the circumstances.

If a breach of this Policy is confirmed the candidate may be required to personally reimburse the Town for any of the costs associated with the breach.



## **H. Acknowledgement**

I, \_\_\_\_\_, acknowledge that I have read and understand the "Prohibition on the Use of Corporate Resources during an Election Policy"

I further acknowledge, understand and agree that by signing below I agree to abide by the terms and conditions of this Policy and further agree to indemnify and hold harmless the Corporation of the Town of Essex for any costs suffered by the Town that are associated with any breaches of this Policy so caused.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Report to Council

Department: Office of the CAO

Division: Legal and Legislative Services

Date: April 6, 2021

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

Report Number: Legal and Legislative Services-2021-06

Subject: Front End Financing for Municipal Capital Facilities and a Policy for Future Large Scale Developments

Number of Pages: 18

### Recommendation(s)

**That** Legal and Legislative Services-2021-06 entitled Front End Financing for Municipal Capital Facilities and a Policy for Future Large Scale Developments be received,

**That** Council approves the Town of Essex entering into an Agreement with Essex Town Centre Ltd. for the provision of municipal capital facilities in accordance with the terms and conditions of the said Agreement attached hereto as Schedule "A" to this Report;

**That** By-Law 1937 being a by-law to enter into an Agreement between Essex Town Centre Ltd. and the Town of Essex for the Provision of Municipal Capital Facilities be read a first, second and third time and be finally adopted on April 6 2021 ; and

**That** in accordance with this Report and its Agreement that Council direct Administration to formulate a formal policy to serve or guide future requests for assistance in relation to large scale developments in the Town of Essex.

## Purpose

To approve the entering into of an Agreement for The Provision of Municipal Capital Facilities as it relates to the Essex Town Centre Subdivision Development (the 'Development').

## Background and Discussion

At the June 15, 2020 Regular Council meeting Chief Administrative Officer Chris Nepszy spoke to Council about exploring options to develop a toolbox to encourage large scale development in the Town of Essex. At that June 15 meeting Council provided the following direction to continue with this review of options that could lead to the formation of a policy or policies to potentially guide future large scale development applications:

### **R20-06-201**

Moved By Councillor Bowman

Seconded By Councillor Garon

**That** Council authorizes the Chief Administrative Officer to proceed with discussions and reviewing options on developing a policy that could provide assistance for large scale development projects in the municipality.

**Carried**

While the development of a toolbox or a policy to encourage or promote development in the Town of Essex continues and will continue to be an evolving process, one of options that has been reviewed and is currently being proposed for the Essex Town Centre Development is an **"Agreement for the Provision of Municipal Capital Facilities"**. This proposed Agreement provides assistance, for a qualifying developer, in the way of "Front End Financing" by the Town, relating to the significant upfront costs required by a developer in connection with the Developer's construction of infrastructure for areas not currently serviced.

This proposed Agreement could serve the basis of what will hopefully:

1. Provide for a consistent approach for assisting qualifying developers, including establishment of the appropriate cost sharing structure between the development industry and the municipality, as well as for ensuring cost recovery.
2. Identify an acceptable level of risk to ensure that Town ratepayers are not unreasonably negatively impacted in terms of future tax or rate increases.
3. Develop an easy to follow decision making matrix, including criteria that can be

incorporated into the review of future Town of Essex development applications where front end financing of services is being considered; and

4. If adopted in principle, apply this approach to the Essex Town Centre Development as a pilot initiative and, if necessary, recommend ongoing amendments to the policies.

Generally, the Town is seeking to facilitate residential development of residential as part of its strategic objective for promoting economic development and growth. At the outset, it is observed that the servicing of undeveloped land is expensive and the Town needs to ensure that it only invests in developing those lands which will provide the Town with the best overall return on investment. In certain instances, it may not be in the Town's best interest to finance the servicing of lands and alternatively, there will be times where the Town should invest in servicing the lands. As part of this undertaking, an analysis of cost sharing and cost recovery methodologies should consider a range of options ranging from the status quo whereby the local services to be constructed by the developer remain 100% upfront financed by the developer to full front end financing whereby there is 100% upfront financing by the Town with future cost recovery from the benefitting lands.

### **Why Front End Financing?**

There may be times where a developing landowner may reasonably request that a municipality consider assisting in accelerating the construction of the local services for a particular development.

The reasons for such a request from a Developer could vary widely but may include such reasons as:

- general cash flow timing issues for the development
- a large portion of the local services for the entire development need to be in place during the very early stages.
- the distance of how far the servicing needs to be extended and the cost involved in constructing this work, makes it unviable to undertake the project
- the need to oversize works or undertake other concurrent works

However the need for front end financing can also occur when it is desired or deemed necessary that a potential development proceed at a faster pace. From the Town's perspective it may be in its best interests to facilitate for such reasons as:

- an accelerated need for services based on market supply and demand.
- the development and its acceleration has a compelling advantage to the Town and region with respect to meeting housing and employment needs and growth targets
- the municipality may have challenges, unique or otherwise in attracting new development
- It is a significant sized development with expected population growth that may facilitate the development of other commercial development (and job creation or lead to the creation of other major facilities that are needed by the local community (i.e. a new school or a recreation complex)

With respect to the infrastructure required for a development, both the municipality and the developer generally share in the costs. The municipal cost is generally funded by development charges whereas the developer pays directly for their portion of such internal developer costs ("local services"). Local Services are those infrastructure costs to be borne directly by the developing landowner that are defined pursuant to the terms of the applicable municipal policy (developed as part of Development charge background study) or pursuant to the subdivision agreement or such other agreements entered into with the Municipality.

In order to facilitate or expedite such a development a municipality could consider constructing or fronting these localized costs and recover those costs directly from the benefiting lands over time. This could be achieved in mainly two ways: via either a localized Development Charge ("DC") by-law or through the use of Part 12 of the Municipal Act to impose a capital charge directly on the benefiting lands.

### **DC By-law vs. Part 12 of the Municipal Act**

In regards to front end financing, a municipality may undertake an area specific (localized) DC by-law to recover the direct local service costs for an area. The process to be followed is exactly the same as a regular DC process and specific rules can be developed pertaining to timing of payment, basis of the charge, exceptions, etc.

Part 12 of the *Municipal Act* is where municipalities draw their authority to impose a wide range of capital and operating fees and charges. Many municipalities for example use this section of the Act to impose capital charges for localized water and sewer services instead of using the traditional Local Improvement Regulation. Generally the benefits of using Part 12 include:

- broader forms of charges can be imposed;
- more flexibility to address specific issues within the calculations;
- provides for full-cost recovery;
- the charge cannot be appealed to the OMB.

Similar to local improvements, the capital charges can be imposed immediately or on a delayed benefit basis. As well, loans can be provided (similar to local improvements) with interest and repaid over a period of time.

Both methods discussed above would facilitate recovery of the capital costs invested to service the lands. However, the localized DC By-law may have a longer cost recovery period (as full recovery would only be when full development of the area occurs).

The use of the Section 12 Municipal Act capital charge can accelerate the timing of recovery and thereby would have the lesser financial risk as again the localized DC would require a full build out of the lands in order to achieve full cost recovery.

This is the recommended approach in regards to the Essex Town Centre Development which approach can again serve as the basis for future large scale development applications.

### **The Proposed Agreement with Essex Town Centre Development**

In this instance a request for front end financing was made by the developer (landowner) of the large planned subdivision known as Essex Town Centre Development. The request was made due to the large up front costs anticipated as a result of the large distances the infrastructure needs to extend for this particular subdivision and be in place early as part of the first phase of development.

The request was to provide financing of up to 100% (or a stated maximum loan amount) relating to the costs to construct the infrastructure for the storm water management system.

As a result of the request for assistance with financing, Town administration conducted further research as part of its due diligence to determine feasibility and further held meetings with this developer and worked towards the proposed agreement that Council now has before it as attached hereto to this report.

In working towards this proposed Agreement Administration was satisfied as to the following:

- demonstration of the need for these services in the shorter term
- landowner commitment to timely development through submission of all planning applications and or other requirements;
- Landowner commitment to share in the financial risk of extending services;
- Landowner commitment to accelerating the development.
- a significant sized planned housing community of at least 500 single detached or an equivalent mix of housing units with a build out population that will generate the need for future commercial development and services.

## Legislative Basis for the Proposed Agreement

The authority or legislative basis for this proposed agreement (and any future agreements that may be entered into with other qualifying developers) is as follows:

- Pursuant to **Section 110 of the *Municipal Act***, the Town can lend money for the purposes of front end financing the cost of capital works known as “Municipal Capital Facilities”.
- Pursuant to **Part 12 of the *Municipal Act***, the Town can impose charges on the lands benefiting from the constructed capital works as security for the loan amounts.

### Section 110 Agreements for municipal capital facilities

This section allows for various property tax and development charge exemptions *and other financial assistance* to be provided by a Municipality in respect of certain municipal capital facilities:

*110 (1) This section applies to an agreement entered into by a municipality for the provision of municipal capital facilities by any person, including another municipality, if the agreement provides for one or more of the following:*

- 1. Lease payments in foreign currencies as provided for in subsection (2).*
- 2. Assistance as provided for in subsection (3).*
- 3. Tax exemptions as provided for in subsection (6).*
- 4. Development charges exemptions as provided for in subsection (7).*

This section has been used by various municipalities to provide such exemptions and/or assistance in regards to a wide range of facilities to be used by the Town and/or those facilities for the general administration of the municipality such as water, sewer and drainage facilities; cultural, recreation and tourist facilities.



This section further includes agreements for, among other things, assistance by the municipality in relation to those municipal capital facilities as defined further in Subsection (3) of section 110 as follows:

***110 (3) Assistance by Municipality***

*Despite section 106, a municipality may provide financial or other assistance at less than fair market value or at no cost to any person who has entered into an agreement to provide facilities under this section and such assistance may include,*

- (a) giving or lending money and charging interest;*
- (b) giving, lending, leasing or selling property;*
- (c) guaranteeing borrowing; and*
- (d) providing the services of employees of the municipality.*

*“Despite section 106 ” is a reference to the Section 106 general prohibition against municipal bonusing. Section 106 states that “...a municipality shall not assist directly or indirectly any manufacturing business or other industrial commercial enterprise through the granting of bonuses for that purpose” which in subsection (2) of Section 106 includes the “giving or lending of any property of the municipality including money”.*

While the general prohibition against municipal bonusing has actually only received minimum judicial interpretation , that exercise is not required in this case because Section 110 (3) provides for an explicit exemption from the prohibition against municipal bonusing.

This section 110(3) exemption allows for the providing of assistance by the municipality as it relates to agreements for the provision of “Municipal Capital Facilities” which is defined further in *Ontario Regulation 603/96* to include facilities such as:

- Municipal roads, highways and bridges.
- Municipal local improvements and public utilities.
- Municipal facilities for the generation of electricity.
- Municipal facilities for water, sewers, sewage, drainage and flood control.

As a result, as long as the loan or assistance is being provided and used for the purposes of the provision or construction of those municipal capital facilities the Town has the legislative basis or authority to provide such assistance to a developer.

### **Part 12 of the *Municipal Act***

This part of the Act and specifically Section 391 authorizes a municipality via by-law to impose fees or charges on persons for services or activities provided or done by or on behalf of it. Specifically Section 391 (2) provides that *"a fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time"*.

This part of the Act specifically envisions the imposition of charges to recover expenses incurred by the Municipality and further allows for the immediate imposition of such charge notwithstanding the benefit to be received is deferred as would be the case in a situation where for example the Town has provided front-end financing to a developer for infrastructure/capital facilities still to be built/utilized.

The key is section 398 of the Act which provides that any such fees and charges imposed by municipal by-law shall become a debt of that person and may be added to the tax roll in respect of that property and collected in the same manner as municipal taxes.

Part 12 of the Act is critical then as it gives the Town security for the debt that may be outstanding if assistance is provided to a developer who then does not re-pay the debt in accordance with the terms of the Agreement. This charge will run with and remain upon the lands and this allows the Town to ultimately recover the cost of those capital facilities constructed by the developer but financed up front by the Town. Again this would only take effect in a situation whereby the developer has defaulted in respect of their repayment

obligation but again it provides the Town security from a risk management perspective.

### **Details of the Proposed Agreement with Essex Town Centre Ltd.**

The proposed agreement again was a result of the research and negotiations that ensued but the basic framework of this proposed Agreement could serve as a basic foundation or guide for future such agreements keeping in mind always that any future such agreements might need to adapt further to the scenario and facts presented.

An overview of the agreement (attached hereto as Schedule A to this report) and its main clauses are summarized below:

- **Recitals (I-IX)**– acknowledges the Town and Developer (Owner) are parties to the agreement, establishes the authority for the loan and for the recovery of the front ended funds;
- **Clause 2** – provides the statutory basis for the loan (Section 110 of the Municipal Act);
- **Clause 3** – acknowledges the list of capital facilities to be constructed with the loan proceeds (see Schedule C to the agreement) and that all works must commence within 18 months of agreement signing;
- **Clause 4 – provides for the details of the loan:**
  - Loan to be for the lesser of the actual costs of the Municipal Capital facilities or the maximum loan amount of \$3,500,000;
  - Term of loan is 10 years with the entire loan then outstanding to be payable in full on the day that is ten years from the date of first advance;
  - Interest rate to be 3.94% compounded quarterly;
  - Any loan overages are to be borne by the landowner. Loan will not in any event exceed the maximum loan amount;
  - Payments on the loan will be on a quarterly basis beginning 3 months after the first advance.
  - The “Quarterly Payment Amount” shall consist of the following:

The amount of \$7,500 per residential dwelling that is completed and sold in respect of the Development for the applicable Quarterly Payment Period; with such Quarterly payment to be applied firstly to interest accrued during such Quarterly Payment Period and the balance thereof if any, towards repayment of the principal outstanding. However if any quarterly payment fails to pay at least the interest accrued and outstanding at such time then the Owner agrees to make such payment to cover the interest accrued and still outstanding as of the date of such quarterly payment.

- Owner shall have the right at any time to prepay in whole or in part the loan amount;
- Owner agrees that the loan amounts can only be used for the purpose of providing the capital facilities noted and for no other purposes.
- Construction of the facilities will begin within 12 months of execution of the agreement and be completed within a commercially reasonable time thereafter.
- Any default in payment will entitle the Town to immediately add the outstanding amounts to the tax roll for collection thereof.
- Town may also require payment of any outstanding amounts to be further secured through the Subdivision Agreement security.
- **Clause 6** – provides authority for the Town to pass a by-law under Part 12 of the *Municipal Act* to impose capital charges upon the lands to recover the cost for capital facilities upon a default in repayment of the loan. The security for this capital charge will be a charge/mortgage against title on those lands comprising 8 of the 12 phases of the development. Phase One and 3 other phases will be identified as those phases for initial lot servicing and development for residential sale and those phases will not have a capital charge imposed so as to allow the Developer to finance the ongoing residential housing works on those initial phases.

- The amount of the capital charge will be up to the maximum amount of \$3,500,000.00 but such amounts and the corresponding security on those lands will be reduced proportionately as each of the twelve phases is completed provided there has been a corresponding pay down on the outstanding principal loan amount.
- **Clause 7** – Acknowledgment that any sale of the lands will require the purchaser of the land to be advised of the agreement;
- **Clauses 8 and 9** – provision for communication between the landowner and Town;
- **Clauses 10 to 18** – various caveats surrounding the agreement. Note that Clause 18 requires the payment by the developer/Owner of legal fees relating to the costs of this agreement and its ongoing administration;

There are expected to be three schedules to the agreement:

- **Schedule A** – applicable Subdivision Agreement
- **Schedule B** – Phasing Plan
- **Schedule C** – listing of municipal capital facilities to be built with loan proceeds:
  - Removal of existing watermain at Storm Water Management Pond;
  - Storm Sewer Construction, including installation of storm sewer drainage pipe and manholes;
  - Watermain Construction, including connections to existing mains, temporary backflow preventor and testing;
  - Storm Water Management Facility Construction, including excavation and grading of phase 1 interim pond;
  - Pump Station Construction, including pumps, piping, meters, valves and appurtenances, power supply and site work (including access road and driveway);

- Street Construction;
- Rush Drain Relocation;
- Noise Reduction Barrier Fence; and
- Engineering supervision.

□ **Schedule D** – loan Repayment schedule to established upon first advance and updated on a going forward basis thereafter.

Overall Administration is hopeful that this agreement will in fact accelerate the development of what is truly a significant residential subdivision for the Town of Essex which could have lasting impacts on the future growth of the community.

The structure of the front end financing is specifically tied to the progress of the subdivision and provides an incentive for the developer to accelerate the building and sale of the residential homes as each residential home will contribute towards paying down the financing and associated interest charges.

The security on the loan (and its reduction thereof) is also tied to the progress of the subdivision and so again the developer has incentive to ensure the development progresses expeditiously. With a ten (10) year deadline for re-payment of the entire outstanding financing amount (with accrued interest), the Town also has an expected timeline for both the subdivision and the re-payment for the front-end financing that is both defined and accelerated .

That is not to say that there is zero risk with this proposed agreement. While there is an element of risk to every venture not developing as planned, Administration feels that the risk associated with the front-end financing in this proposed agreement is at a minimum or acceptable level of risk to the Town giving the potential benefits to the Town that could be realized by this large scale residential development.

## **Establishing a framework for a Large Scale Development Front End Financing Policy**

### **Suggested Criteria/Guidelines for Future Applications for Assistance.**

While this proposed agreement and the analysis here will be restricted to residential developments

The key for future opportunities should be a “complete application” (under the Planning Act) submitted, along with the appropriate fees, supported by the following:

- a) Demonstration of the need for the local services/capital facilities in the short term together with a compelling case as to why the particular developer is seeking assistance;
- b) Demonstrated commitment to timely development through submission of all planning studies and applications;
- c) Landowner commitment to share the financial risk of extending services.

Based on the above and the submitted documentation, an evaluation of the proposed development should be undertaken as follows:

### **Economic Development Evaluation**

1. Review of projected growth forecasts;
2. Consider existing applications and market supply of land in general area;
3. Does the development application present a compelling case to the Town with respect to meeting housing and employment needs and growth targets;
4. Is this a significantly sized housing community with a build-out population that would generate a need for additional commercial development and hence would provide some job creation (other than construction of infrastructure to facilitate the development) so that it makes accelerating longer term capital works desirable.

### **Infrastructure Evaluation**

1. Availability of existing municipal servicing, and what is the range and extent of accelerated servicing required?
2. Is servicing capacity available for water and wastewater?
3. Consider logical progression of development to contiguous areas of the community – i.e. the development proposal does not constitute a “leap frog” development but is tied to a logical progression of the community;
4. An engineering evaluation to be undertaken to examine the technical feasibility of extending services to the area;
5. An engineering evaluation to analyze the capital improvements that may be required to facilitate additional flows or demands, including oversizing.

### **Development Evaluation**

1. The benefiting area to be defined, including allocations of the benefit if there are multiple affected property owners;
2. An evaluation of the likely or necessary phasing or staging of services from an engineering and development perspective;
3. An evaluation of the likely timeline to achieve “build-out” of the lands by phase;
4. An assessment of the costs of providing services for each phase;
5. An evaluation of the timeline for the municipality to achieve “financial payback” of its investment costs through the assessment generated from new development;
6. Consideration of whether the Town's front-end financing of a particular development creates an unfair competitive advantage.

### **Assessment of Risk**

Clearly, both the developing landowners as well as the Town seek to manage their risk. From the Town’s perspective, risk assessment would consider:

- how much upfront cost is needed to undertake the project;
- how quickly can the costs be recovered
- impact on debt capacity for funding the capital costs.
- Security available and/or required to secure any financial assistance



## **Recommended Future Policy Approach for Front-End Financing:**

It is recommended that front-end financing assistance for capital facilities should only be considered based on the following circumstances or criteria:

- **Large Scale Residential Developments** –large-scale master-planned “communities” of no less than 500 single detached units or equivalent thereof;
- **Scale** – relatively rapid staging of development providing a minimum of 50-100 units per year to be constructed;
- **Eligible Servicing Cost** – the local servicing cost to be front-ended must immediately benefit a minimum of 33-50% of the developable lands i.e. 33-50% of the developable lands benefiting from the servicing should be developable immediately or in the near future;
- **Level of front-end assistance** – Town should ideally target to cost share on a 50/50 basis but look to provide up to 100% up front assistance in certain circumstances where and when advisable;
- **Financing Terms:**
  - Competitive or close to competitive interest rate and repayment parameters;
  - Repayment term – 10 years from date of loan or less so as to encourage steady and/or rapid development;
  - The Town’s overall debt capacity limit allocated to this Policy shall be capped at 50% of the balance in the Town’s landfill reserve account.

While all of these recommended guidelines are being presented for Councils consideration , administration with Council support would continue to review and assess further (including the Essex Town Centre pilot initiative) as part of formulating an evolving policy relating to the front-end financing of a qualifying large scale residential development.

## **Financial Impact**

This front end financing agreement policy could potentially lock up 50% of the Towns' landfill reserve for a period of up to 10 years from the point of disbursement. This amount is recoverable in full and will have priority lien status against the property in case of default. The amounts loaned under this policy will also form part of the Town's balanced investment portfolio with the interest earned being deposited directly into the Town's landfill reserve and thus growing the reserve.

## **Consultations**

Chris Nepszy, Chief Administrative Officer

Jeffrey Morrison, Director of Corporate Services and Treasurer

Kevin Girard, Director of Infrastructure Services

## Link to Strategic Priorities

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

**The Corporation of the Town of Essex**  
**By-Law Number 1937**  
**Being a by-law to enter into an Agreement**  
**between Essex Town Centre Ltd. and the**  
**Town of Essex for the Provision of Municipal**  
**Capital Facilities**

**Whereas,** the Owner is the registered owner of lands located in the Town of Essex, being and described as Blocks 1-25 (inclusive) on Registered Plan of Subdivision 12M-545 (hereinafter the "Lands");

**And whereas,** the Owner proposes to develop the Lands, in accordance with the Subdivision Agreement applicable to such Lands dated April 10, 2006 and registered as Instrument CE211211 on May 1 2006 in Land Registry Office Number 12 (hereinafter the "Development" or "Subdivision Agreement");

**And whereas,** for the purposes of the Development certain municipal capital infrastructure facilities are required to be constructed in order for the Lands to be developed and the Owner has agreed to provide such facilities as required by the Subdivision Agreement.

**And whereas,** pursuant to Section 110 of the Municipal Act, 2001 S. O. 2001, a municipality may enter into an agreement for the provision of municipal capital facilities by any person if the agreement provides for the giving of financial assistance by way of lending money and charging interest by the municipality to such person, provided such assistance is in respect of the provision of the facilities that are the subject of the agreement;

**And whereas,** the Owner has requested the Town, and Council of the Town of Essex has determined that it is in the public interest, to provide financial assistance to the Owner for the construction of the Municipal Capital Facilities by lending money with interest, up to One Hundred (100%) percent of the actual costs thereof or the Maximum Facilities Loan Amount whichever is lesser, pursuant to the terms and conditions set out in the Agreement for the Provision of Capital Facilities attached hereto as Schedule "A" to this by-law and forming part thereof.

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

- 1. That the Mayor and Clerk are hereby authorized to execute the Agreement between The Corporation of Essex and Essex Town Centre LTD for the Provision of Municipal Capital Facilities, as described further in Schedules “A,” to this By-Law 1937; and
- 2. That this By-Law shall come into full force and effect on the day of its final passing thereof.

**Read a first, a second, and a third time and finally adopted on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**AGREEMENT FOR THE PROVISION OF MUNICIPAL CAPITAL FACILITIES made this 15<sup>th</sup> day of March , 2021**

BETWEEN:

**THE CORPORATION OF THE TOWN OF ESSEX**

(the "Town ")

**- and -**

**ESSEX TOWN CENTRE LTD.**

(the "Owner")

RECITALS

- I. Whereas the Owner is the registered owner of lands located in the Town of Essex, being and described as Blocks 1-25 (inclusive) on Registered Plan of Subdivision 12M-545 (hereinafter the "Lands");
- II. And whereas the Owner proposes to develop the Lands, in accordance with the Subdivision Agreement applicable to such Lands dated April 10, 2006 and registered as Instrument CE211211 on May 1 2006 in Land Registry Office Number 12 and as attached and incorporated hereto as Schedule A to this Agreement (hereinafter the "Development" or "Subdivision Agreement");
- III. And whereas there are twelve (12) phases of Development for the Lands as identified in the Essex Town Centre Development Phasing Plan attached hereto as Schedule B to this Agreement.

- IV. And Whereas for the purposes of the Development certain municipal capital infrastructure facilities are required to be constructed in order for the Lands to be developed and the Owner has agreed to provide such facilities as required by the Subdivision Agreement referenced in Schedule A to this Agreement. For greater certainty such facilities shall include all of those Services required to be supplied, constructed and installed by the Owner pursuant to the Subdivision Agreement including without limiting, all necessary infrastructure for a complete Storm Water Management System and all as may be further set out on the applicable engineered plans referenced in Schedule C to this Agreement as amended from time to time (the "Municipal Capital Facilities").
- V. The Owner has requested the Town, and Council of the Town of Essex has determined that it is in the public interest, to provide financial assistance to the Owner for the construction of the Municipal Capital Facilities by lending money with interest, up to One Hundred (100%) percent of the actual costs thereof or the Maximum Facilities Loan Amount whichever is lesser, pursuant to the terms and conditions of such financial assistance as may be set out by this Agreement;
- VI. Pursuant to Section 110 of the *Municipal Act, 2001* S. O. 2001, a municipality may enter into an agreement for the provision of municipal capital facilities by any person if the agreement provides for the giving of financial assistance by way of lending money and charging interest by the municipality to such person, provided such assistance is in respect of the provision of the facilities that are the subject of the agreement;
- VII. Pursuant to Part XII of the *Municipal Act, 2001*, a municipality may impose charges for services provided or done by, or on behalf of it including a charge imposed for capital costs related to services on persons not receiving an immediate benefit from the services but who will receive a benefit at some later

point in time;

VIII. Council of the Town of Essex has enacted By-law 1937 authorizing execution of this Agreement, and/or this Agreement shall be made conditional upon the final passage of said by-law 1937 authorizing execution of this Agreement. The Clerk of the Town of Essex has provided, or will be providing, written notice of the By-law to the Minister of Finance as required by Section 110 (5) of the *Municipal Act, 2001*.

IX. This Agreement is entered into pursuant to the provisions of Section 110 and Part XII of the *Municipal Act, 2001*

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and for other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each party), the parties hereby agree as follows:

1. The Recitals above are true and correct and form part of this Agreement.
2. The Town hereby declares that the Municipal Capital Facilities being facilities for water, sewers, sewage and drainage are municipal capital facilities for the purposes of Subsections 110(1) and (3) of the *Municipal Act, 2001* and as described in Sections 2 and 3 of Ontario Regulation 603/06, which together authorize the lending of money and charging interest by the Town to the Owner for the purposes of providing the Municipal Capital Facilities.
3. The Owner agrees that it shall undertake the design and construction of the Municipal Capital Facilities identified or contemplated byin this Agreement and the Subdivision Agreement including without limiting, all necessary infrastructure for a complete Storm Water Management System and all as may be further set out in Schedule C as amended from time to time and all to the



satisfaction of the Town and in accordance with engineering plans and detailed design drawings approved by the Town. All terms and conditions with respect to the design and construction of, and the security for, the Municipal Capital Facilities shall be as set out in this Agreement, the Subdivision Agreement, its related documents and or in such other agreement (s) between the Town and the Owner as may be required, such Agreement (s) to incorporate all the terms of this Agreement.

4. The Town agrees that it will lend money to the Owner (the "Loan") up to the lesser of a maximum of One hundred percent (100%) of the actual costs of the Municipal Capital Facilities OR the Maximum Facilities Loan Amount of \$3,500,000.00 (the "Facilities Loan Amount") on the following terms:

(i) the term of the Loan shall be TEN (10) years, commencing on the date on which the Town makes the first advance on the Loan in accordance with Paragraph 4(iii) herein. Notwithstanding anything in this Agreement, the balance of the Facilities Loan Amount outstanding including interest accrued and payable must be fully repaid no later than December 31 of the year that is TEN (10) years from the date of such first advance;

(ii) the Owner shall make quarterly payments of principal and interest on the Facilities Loan Amount beginning three (3) months after the date of the first advance and continuing with such payments every three (3) months thereafter , at an annual rate of interest of 3.94% percent compounded quarterly with the Final Payment being the balance of the Facilities Loan Amount then outstanding plus interest accrued and payable , to be paid on the date that is December 31 of the year that is TEN (10) years from the date of such first advance;

(iii) Advancement of the Facilities Loan Amount by the Town to the

Owner shall not occur in one lump sum but shall be as follows:

(a) within 30 days of submission to the Town of certification of a progress payment required to be made by the Owner to its contractor or contractors in respect of the Municipal Capital Facilities, the Town will provide to the Owner a cheque in the amount of one hundred (100%) percent of that progress payment. The Town will continue to advance monies to the Owner on this same condition until such time as the Facilities Loan Amount is fully advanced or construction of the Municipal Capital Facilities is substantially complete, whichever is earlier;

(b) in the event that the actual costs of the Municipal Capital Facilities are greater than the Maximum Facilities Loan Amount, the Town shall be under no obligation to advance any funds to the Owner in excess of the Maximum Facilities Loan Amount and the Owner shall be fully responsible to pay any and all costs in excess of the Facilities Loan Amount.

(iv) the Loan shall be repaid by the Owner to the Town in accordance with the Loan Schedule and its terms and conditions to be set out in Schedule D to this Agreement, with repayment of the Facilities Loan Amount plus interest to commence by way of quarterly payments three (3) months after the date of the first advance and continuing with such quarterly payments every three (3) months thereafter (the Quarterly Payment Period) until the date of the Final Payment. The Quarterly Payment amount shall consist of the following:

\$7,500 per residential dwelling that is completed and sold in respect of the Development for the applicable Quarterly Payment Period; with such

Quarterly payment to be applied firstly to interest accrued during such Quarterly Payment Period and the balance thereof if any, towards repayment of the principal outstanding on the Facilities Loan Amount.

- a) If the applicable Quarterly Payment fails to pay the interest accrued and still outstanding at the time of such Quarterly Payment then Owner agrees to make such additional payment as may be required to cover any interest accrued and still outstanding as of the date of such Quarterly Payment.

Schedule D shall be deemed to be amended as and when required in order to reflect (a) the actual date upon which repayment commences in accordance with this Paragraph 4(iv) and the schedule of payment dates thereafter; and (b) the actual Facilities Loan Amounts as adjusted from time to time all without formal amendment to this Agreement

(v) The Owner shall have the right at any time to voluntarily prepay the Facilities Loan Amount, in whole or in part, and if in full to then terminate this Agreement upon at least three (3) Business Days notice to the Town, without premium or penalty. Prepayment in full shall be accompanied by the payment of all accrued and unpaid interest and all Fees that may be applicable. Notwithstanding the Prepayment of the Facilities Loan Amount or the substantial completion of the Municipal Capital Facilities, Sections 12, 13 and 14 of the Subdivision Agreement shall continue to apply with respect to the Municipal Capital Facilities supplied, constructed and installed in accordance with this Agreement,

(vi) all payments made pursuant to Schedule D shall be made by cheque payable to the Corporation of the Town of Essex;

(vii) the Owner agrees that all monies advanced by the Town pursuant to the

terms of this Agreement shall be used solely for the purposes of providing the Municipal Capital Facilities and for no other purposes whatsoever;

(viii) The Owner represents and warrants that the construction of the Municipal Capital Facilities will commence within twelve (12) months of execution of this Agreement by the Town and the Owner, and proceed diligently to completion within a commercially reasonable time thereafter.

(ix) The Owner represents and warrants that the servicing of Phase One of the Development will commence within twelve (12) months of execution of this Agreement by the Town and the Owner, and proceed diligently to completion within a commercially reasonable time thereafter.

(x) the Owner acknowledges and agrees that in the event that it fails or refuses to meet any of its obligations under this Agreement, such failure or refusal shall be deemed to be a substantial default pursuant to this Agreement and such default shall enable the Town to realize on all or a part of the Secured Lands in the same manner as if the Town was enforcing its rights as a mortgagee under a mortgage registered against the Secured Lands.

(xi) notwithstanding any other remedy available to the Town pursuant to this Agreement or at law or in equity, in the event the Owner fails to make a payment or payments as required by this Paragraph 4 such failure shall be deemed to be a substantial default pursuant to this Agreement and such default shall entitle the Town to add forthwith the outstanding amounts to the tax roll for the Secured Lands until such payment or payments are made and the Loan is in good standing, failing which the Town may collect such outstanding amounts as, and in the same priority as, taxes. In addition to any other remedy which the Town may have, whether or not expressly set out in this Agreement, the Town may also require payment of any outstanding

amounts to be secured through the Subdivision Agreement or such other Agreements as may be applicable.

5. The parties acknowledge and agree that the Lands will receive one hundred percent (100 %) of the total benefit of the Municipal Capital Facilities, on an acreage and developable/coverage basis (the "Benefiting Lands").
6. (i) The parties further acknowledge and agree that the Town as a condition of this Agreement will pass a by-law, pursuant to its powers under Part XII of the *Municipal Act, 2001*, imposing a capital charge against that portion of the Lands to be secured, which shall be identified by the Owner prior to the first advance to be eight (8) of the twelve (12) phases of the Development but not including in any event Phase one (1) (the "Secured Lands"), as security to recover 100 percent (100%) of the costs of the Municipal Capital Facilities from the Owner which is fully satisfied by the Owner upon completion of construction of the Municipal Capital Facilities and the full repayment of the Facilities Loan Amount including accrued and payable interest.  
  
(ii) The by-law imposes a total charge of \$3,500,000.00 on the Secured Lands ("Total Charge Amount") such charge to also be registered against title to the Secured Lands. Upon substantial completion of each Phase of the Development and provided the total Facilities Loan Amount has been reduced by at least 8.33% of the Total Charge Amount in respect of each such substantially completed Phase, then that portion of the Total Charge Amount relating to the portion of the Secured Lands identified by the Owner as the next Phase of the Development it intends to service shall be discharged or released, provided the infrastructure required/necessary for that particular Phase is in place or is to be constructed contemporaneously with the servicing of that Phase, and the remaining Total Charge Amount shall thereafter remain registered upon the remainder of the Secured Lands identified as the remaining Phases of the

Development.

(iii) It is acknowledged by the Parties that the forgoing is intended to recognize that with the exception of Phase One (1) the Owner may proceed with the servicing of the remaining Phases of the Development in whatever order the Owner may choose in its sole discretion, and not necessarily in the numerical order that the Phases have been labeled under in the Essex Town Centre Development Phasing Plan attached as Schedule B to this Agreement; and that as the servicing of each Phase is substantially completed, so long as the above requirements are met, a further Phase will be discharged from the Secured Lands, so as to be available for servicing.

7. The Owner hereby agrees that in any agreement of purchase and sale or agreement disposing of any interest in the Secured Lands, it shall advise any prospective purchaser of such Lands or an interest in such Lands of the terms of this Agreement and the requirement of the Town that any purchaser of such Lands or an interest in such Lands must enter into an assumption agreement with the Town assuming all the rights and obligations of this Agreement as if such person had been the original signatory to the Agreement.

8. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or mailed by registered mail postage prepaid to the party entitled to receive the same as follows:

To the Town

Attention: The Corporation of the Town of Essex  
c/o Robert W Auger  
Town Solicitor/Clerk  
33 Talbot Street South

Essex, On., N8M 1A8

To the Owner: Essex Town Centre Ltd.

2985 Dougall Avenue, Windsor, Ontario N9E 1S1

Attention: Pietro Valente, President

9. The date of receipt of any such notice, demand or other communication shall be the date of delivery thereof; and, if mailed as aforesaid, three (3) business days following the postmark date; provided however, in the case of an interruption of postal services, all notices, demands and other communications shall be delivered. Any party may at any time and from time to time notify the other party in writing as to a change of address and the new address to which notice shall be given to it thereafter until further changed.
10. Nothing in this Agreement shall be construed as requiring the Town to issue any building permits including foundation permits. Building permits shall only be issued in accordance with the *Building Code Act (Ontario)* and the subdivision agreement, site plan agreement or other development agreement for the Lands.
11. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, and amendment acknowledged in writing by all parties, which expressly states the intention to amend this Agreement.
12. Should any provision of this Agreement be or become invalid, illegal, void or not enforceable, such provision shall be considered separate and severable from this Agreement and the remaining provisions shall remain in full force and effect and be binding upon the parties hereto as though such provisions had not been included. In the event that any such provision is considered to be material, in the sole opinion and discretion of the Town, the parties shall in good faith negotiate

an amendment to this Agreement that maintains the intent of the severed provision.

13. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
14. The Town and the Owner covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Agreement and to perform the obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Agreement.
15. The Owner hereby agrees not to assign this Agreement without the express written consent of the Town. Such consent may be refused by the Town unless:
  - (a) the proposed assignee has executed an assumption agreement directly with the Town, which assumption agreement shall be in form and content acceptable to the Town and shall include, without limitation, the assignee's assumption of all obligations of the Landowners pursuant to this Agreement, and if applicable at the time of such assumption, to the Construction Agreement; and
  - (b) the Owner is not in default under any of the terms of this Agreement.
16. The Owner consents to the registration of this Agreement on title to the Lands forthwith upon its execution by both parties, at its sole cost.
17. The Owner represents and warrants to the Town that as of the date of execution of this Agreement and at the date of registration of this Agreement it holds title to the Secured Lands free of all liens and encumbrances save and except those



items described in Schedule F attached hereto. Owner further represents and warrants that any and all persons having any interest in the Secured Lands as owner, mortgagee, tenant, easement holder or other encumbrancer have executed authorizations postponing their respective interests in such lands and Owner's solicitor is authorized to register such notices of Postponement on title immediately following registration of this Agreement on title.

18. The Owner shall pay such reasonable legal fees as may be incurred by the Town relating to the costs of this Agreement and its administration.
19. This Agreement is binding upon and enures to the benefit of the parties, their heirs, successors and assigns.
20. This Agreement shall remain in force and effect until the date that is Twenty years from the date of its execution by the Town and the Owner, after which the Agreement shall have expired and the parties shall have no further obligations to each under.

**IN WITNESS WHEREOF** the parties hereto accept the terms of this Agreement subject to the conditions, restrictions and covenants set forth therein and acceptance is confirmed by the authorized signature of the respective proper officers or officials as of the date first written above.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE TOWN OF ESSEX**

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Larry Snively, Mayor

---

Robert W Auger, Clerk  
As Authorized by By-law No. 1937

**ESSEX TOWN CENTRE LTD.**

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Name: Pietro Valente  
Title: President

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Name: Gabriel Valente  
Title: Vice-President  
I/We have authority to bind the Corporation

## **Schedule A: Subdivision Agreement**

**THE CORPORATION OF THE TOWN OF ESSEX**

**BY-LAW # 727**

BEING A BY-LAW TO ENTER INTO A SUBDIVISION AGREEMENT BETWEEN:

**THE CORPORATION OF THE TOWN OF ESSEX**

AND

**ESSEX 143 JOINT VENTURE LTD.**

**WHEREAS** pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, Essex 143 Joint Venture Ltd. is desirous of developing a residential subdivision and as such require a subdivision agreement;

**AND WHEREAS** pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, municipalities may enter into such agreements;

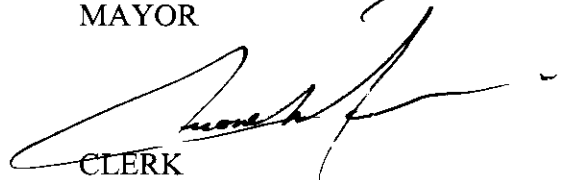
**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF ESSEX ENACTS AS FOLLOWS:**

That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to Schedule "1" attached hereto and forming part of this By-law, for the purpose of executing the subdivision agreement.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF APRIL, 2006.

READ A THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF APRIL, 2006.

  
MAYOR

  
CLERK

LRO # 12 Notice Under S.71 Of The Land Titles Act

Received as CE211211 on 2006 05 01 at 09:05

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 17

**Properties**

**PIN** 75227 - 0211 LT  
**Description** PT LTS 284, 285, CON STR, DESIGNATED AS PT 1 PL 12R21183; AND PARTS 1 TO 10 INCLUSIVE AND PARTS 14 TO 22 INCLUSIVE ON PLAN 12R21870; ESSEX  
**Address** ESSEX

☒ Redescription**Consideration****Consideration** \$ 0.00**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

**Name** THE CORPORATION OF THE TOWN OF ESSEX  
**Address for Service** 33 TALBOT STREET SOUTH  
ESSEX, ONTARIO  
N8M 1A8

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation RONALD MC DERMOTT, MAYOR AND JERRY MARION, CLERK.

**Party To(s)****Capacity****Share**

**Name** ESSEX 143 JOINT VENTURE LTD.  
**Address for Service** 4900 WYANDOTTE STREET EAST  
SUITE 200  
WINDSOR, ONTARIO  
N8Y 1H7

I, DAVID A. MADY, PRESIDENT, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Elvey Bernard Marshall	22 Queens Ave Leamington N8H 3G8	acting for Applicant(s)	Signed	2006 05 01
Tel	519-326-4415			
Fax	5193261844			

**Submitted By**

E B MARSHALL LAW OFFICE	22 Queens Ave Leamington N8H 3G8	2006 05 01
Tel	519-326-4415	
Fax	5193261844	

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number****Applicant Client File Number :** 06-360



## SCOPE OF AGREEMENT

1. Owner agrees to complete at their own expense, and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.

## CONSULTING ENGINEER

2. The Owner shall employ, at the Owners' expense, a consulting engineer registered with the Professional Engineers of Ontario:
  - a) To design and submit to the Town engineering drawings of;
  - b) To prepare any contracts necessary for the construction of;
  - c) To obtain from municipal, provincial and federal authorities any approvals necessary for;
  - d) To submit to the Town, prior to the commencement of construction, a report showing existing elevations, proposed new elevations and the proposed method of drainage of the lands serviced by;
  - e) To have a stormwater management plan prepared to the satisfaction of the Town, the Essex Region Conservation Authority, the Ministry of Environment and the Ministry of Transportation..
  - f) To construct, inspect and supervise the construction and maintenance of the required work. The consulting engineer shall notify the Town's engineer or representative of the Town's engineer in order to insure that the Town's engineer or a representative of the Town's engineer may be on site when construction of any works is proceeding.
  - g) To maintain all records of construction of and to prepare all reports with respect to soil conditions required for;
  - h) To submit to the Town all required "as built" details, elevations and drawings of;
  - i) To be responsible for the co-ordination of;
  - j) To visit the site of the said works as required by the Town for any reason related to; all services and other matters required under this Agreement.
3. The Town at its option may retain:
  - i) A Professional Engineer registered by the Professional Engineers of Ontario to review all plans, specifications, engineering documents, contracts, details, elevations and any other relevant information, including the provision of inspection services if required.
  - ii) A Public Works Director to inspect the construction, repair and maintenance of the services and/or monitoring of the supervision of the construction, repair and maintenance of all services required under this Agreement; and

The fees, expenses and charges of the Professional Engineer and/or Public Works Director shall be payable by the Owner to the Town upon demand. The Engineer's charge with

respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work. The Public Works Director shall be paid upon hourly rates at the same rate that the Public Works Director is paid by the Town for the inspection of buildings.

#### 4. SERVICES

The Owner shall supply, construct and install the following services, at the Owner's expense unless otherwise provided herein, in accordance with the terms of this Agreement.

##### (i) STORM AND SANITARY SEWERS

- a) The Owner shall construct and pay for a complete sanitary and storm sewer system or systems, including sanitary and storm connections to the street line and catchbasins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "Plans"), maintain them including clearing the blockages until they are formally accepted by the Town. The Town may connect or authorize connection into them but such connection shall not constitute acceptance of the sewer system or systems by the Town. All sanitary sewer connections are to be 125 mm.diameter single connections and in no instance shall any "Y" connections be permitted. All sanitary sewer system construction and materials shall be according to the standard specifications and approval of the Ministry of the Environment and the Town.
- b) The storm sewer system shall include a professionally engineered drainage system to adequately drain the property and road allowance. Eavestrough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.
- c) The Owner undertakes to conduct an engineering analysis to determine the effect of increase runoff due to the development of the site and to identify stormwater management measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm to the satisfaction of the Town and the Essex Region Conservation Authority.
- d) The Owner shall conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan of Subdivision and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment and the Essex Region Conservation Authority upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Town or until site construction conditions warrant cessation of the visits.
- e) The Storm Water Management Works associated with this plan of subdivision will require



approval under the Ontario Water Resources Act and not under the Drainage Act and any environmental protection measure recommended in the Storm Water Management Plan that is not capable of being addressed under the Ontario Water Resources Act shall be implemented through the provisions of this agreement.

- f) The Chief Building Official may, if necessary, require a sewage ejector system to be installed in each basement as approved by the Chief Building Official of the Town or such other person as may be designated by the Town. This requirement may be included in any agreement of purchase and sale entered into between the Owner and any subsequent owners on title.
- g) The Owner agrees to gratuitously convey to the Town Block 19 once the same has been accepted by the Town as part of the Storm Water Management System.
- h) The Owner shall prepare a landscaping plan to the satisfaction of the Town for Block 19 and the Owner shall implement the plan at the Owner's expense.

(ii) REAR YARD DRAINAGE

- a) Rear yard drainage and catch basins shall be provided in the locations and according to the specifications prescribed by the Owner's Engineer and approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwellings. The requirements of rear yard drainage systems shall be included as an obligation to be assumed by the purchaser in the agreement of purchase and sale of the lands from the owner.
- b) The engineering drawings shall include a drainage contour plan. The Owner must ensure that when houses, townhouses and other structures are built upon the building lots, the drainage plan is adhered to.

(iii) WATERMAINS

- (a) The owner shall be required to install watermains, services valves, valve chambers, fittings, blowoffs, hydrants, service connections and other appurtenances, the location of which is indicated on the said "Plans". All watermain construction and materials shall be according to the standard specifications of the Town, and to the satisfaction and approval of the Town and the Ministry of the Environment.
- (b) Inauguration or extension of a piped water supply is subject to the approval of the Ministry of the Environment under Section 23 and Section 24 of the Ontario Water Resources Act.

(iv) WATER SERVICE CONNECTIONS

- a) Unless otherwise arranged with the Town, the owner shall install the Town's portion of every water service connection, namely the portion that extends from the watermain to the side limit of the road allowance.

- b) Before any water services are constructed on any particular street, the owner shall complete the watermains on that street and subject the watermains to the tests required by the standard specifications of the Town.
- c) Water services connections shall be constructed under the supervision of the Town of Essex Water Department and in compliance with the standard specifications of the Town and the then current by-laws, rules and regulations.
- d) All water connections are to be Type K copper 3/4" diameter single connections and in no instance shall "Y" connections be permitted.

(v) ROADWAYS AND SIGNAGE

a) ROADS - ROUGH GRADE

The Owner shall, if required by the Town or its Engineer; construct to rough grade the grades as shown on the "Plans", all road allowances as shown on the said Plans prior to the installation or construction of the relevant municipal services provided for herein.

b) ROADS - PAVED

The Owner shall construct pavement on all the roads as shown on the Plans and it shall maintain them until they are formally accepted by the Town. Roadways shall have a paved surface width as shown on the said Plans. The roads shall conform to the grades shown on the said Plans hereto. The said roads, when formally accepted by the Town, shall be conveyed to the Town gratuitously.

c) CHANGE OF ROAD GRADE

When, in the written opinion of the Town, it is necessary to change the grade of existing Town roads adjacent to or abutting the said plan of development, the Owner shall grade the roads to sub-grade, in the manner and at the time stipulated by the Town in accordance with the specification of the Town.

d) CURBS AND GUTTERS

The Owner shall construct curbs and gutters as shown on the "Plans" and shall maintain them until they are formally accepted by the Town.

e) DEAD ENDS AND OPEN SIDES

Any dead ends and open sides of road allowances created shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by the Town.

f) ROAD SIGNAGE

The Owner shall provide and erect on the said lands all street and traffic signs required and approved by the Town. Every such sign shall be in conformity with the then current

standards designed for such type of sign on the highways of the Town and all street names must be approved by the Town. The Owner shall also provide and erect at its own costs, temporary street signs at locations designated by the Town.

g) INSPECTION OF WORK

All watermain, sewer, drainage works, road and curb work shall be constructed and installed under the full time observation of Inspectors employed by the Owner.

h) COUNTY TRAFFIC STUDY

(i) The Owner shall implement, at its sole expense, the recommendations of the Traffic Impact Study conducted by F.R. Berry & Associated (February 2004) to the satisfaction of the Town, the Ministry of Transportation and the County of Essex.

(ii) The Owner agrees to obtain from the County of Essex all necessary permits for the construction of any road intersections.

(iii) The Owner agrees to construct the said intersections according to the County of Essex specifications as shown on Plans to be prepared by the consulting engineer retained by the Owner which plans shall be approved by the County of Essex including any concerns of the County of Essex regarding visibility.

(iv) The Owner agrees to convey, when requested to do so, to the authority having the jurisdiction over Maidstone Avenue West road allowance, a 40 foot by 40 foot daylight corner to provide for future road improvements at the northwest corner of the intersection of County Road 8 and Street "A" as shown on the said "Plans".

(v) The Owner agrees to pay for all new signage and pavement markings on County Road 18 which new signage and pavement markings will be supplied and installed by the County of Essex.

i) The Owner agrees to install, at its own expense, a roadway in accordance with the provisions of the Development Standards Manual of the Town for the extension of street "D", west of Street "A" to the easterly boundary of the lands presently occupied by the Canadian Tire Store.

j) The Owner agrees to install, at its own expense, a roadway in accordance with the provisions of the Development Standards Manual of the Town for the extension of street "I" to the intersection of Street "I" with Bell Avenue.

(vi) HYDRO SERVICE

(a) The Owner shall make satisfactory arrangements with E.L.K. Energy Inc. to provide for the installation of all power supply lines, pad mounted above-ground transformers and power distribution equipment. The Owner shall provide for the design of the system and shall engage the consulting engineer and contractor to install same. The cost of any relocation or revisions to E.L.K. Energy Inc. facilities which are necessary to accommodate the development of the subdivision will be borne either by E.L.K. Energy Inc. or by the Owner.

- (b) Any existing easement rights in favour of E.L.K. Energy Inc. are to be respected.
- (c) The Owner shall verify with E.L.K. Energy Inc. if any low voltage distribution lines may be affected by this development.
- (d) All hydro services shall be installed in accordance with the requirements of the Town's Development Standards Manual.

(vii) **STREETLIGHTS**

- (a) The Owner shall make satisfactory arrangements with E.L.K. Energy Inc. to provide for all streetlights to be installed on the plan of development. All street lights shall be constructed in accordance with the requirements of E.L.K. Energy Inc. and the Development Standards Manual requirements of the Town.

(viii) **TELEPHONE SERVICE**

The Owner shall make satisfactory arrangements with Bell Canada to provide for a buried or underground telephone service for this development and for the granting of easements required therefore and should any conflict arise with the existing Bell Canada facilities or easements the owners shall be responsible for the re-alignment or relocation. The Owner shall provide to the Town upon demand, confirmation from Bell Canada that such arrangements have been made.

(ix) **GAS SERVICE**

The Owner shall make satisfactory arrangements with UnionGas to provide for a buried or underground gas service for this development and for the granting of easements required therefore. The Owner shall provide to the Town upon demand, confirmation from Union Gas that such arrangements have been made.

(x) **CABLE T.V. SERVICE**

The Owner shall allow a buried or underground cable television service for this development and provide for the granting of easements, if required, therefore. The cable company will be responsible for the provision of all labour, material and other expenses to supply and maintain the cable television service.

(xi) **SUPER MAILBOX**

The Owner shall make satisfactory arrangements with Canada Post to provide for a Super Mailbox located to the satisfaction of Canada Post. The Owner shall provide to the Town upon demand confirmation from Canada Post that such arrangements have been made.

(xii) **EASEMENTS**

The Owner agrees to transfer to the Town and the appropriate utility authorities any and all easements as required to service the lands including, but so as not to restrict the generality of the foregoing for drainage purposes.

(xiii) **WATER SUPPLY EXTENSIONS**

The owner acknowledges that the inauguration or extension of a piped water supply, a

sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Sections 23 and 24 of the Ontario Water Resources Act RSO 1980.

(xiv) NOISE IMPACT STUDY

The Owner undertakes and agrees to implement the recommendations of the noise impact study conducted by Spaarg Engineering Ltd. (October 11, 2005) as required by the Town, including the imposition of any required notices on title.

5. DUMPING AND REMOVAL OF DEBRIS OR FILL

The Owner agrees neither to dump nor to permit to be dumped any fill or other debris on nor to remove nor to permit to be removed any fill from any lands, other than for the actual construction of the roads in or abutting the said lands, without the written consent of the Town.

6. VACATED LOTS

The Owner and subsequent owners of the lots upon which no buildings have been erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of \$3,000.00.

7. DRIVEWAY APPROACHES

- (a) The Town expressly reserves the right to determine the location of each and every driveway approach and curb cut in the subdivision.
- (b) All driveway approaches must be constructed, at the option of the Owner, of concrete, asphalt or interlocking brick.
- (c) The Town and the Applicant acknowledge that included in the building permit application fees is a fee for the purposes of insuring that the driveway approaches (on the unopened portion of the road allowance) are completed to the satisfaction of the Town. These monies will be held in trust by the Town and if no driveway approach is completed to the satisfaction of the Town within two (2) years of the issuance of a building permit, then the Town, at its option, shall be at liberty to use these monies to complete the necessary driveway approaches. If the driveway approaches are constructed within the two (2) year period, then the monies shall be refunded to the applicant for the building permit.

8. PARKLAND DEDICATION AND DEVELOPMENT CHARGES

- (i) The Owner agrees to convey to the Town Block 20 on the draft Plan of Subdivision and prior to the conveyance the Owner shall grade and seed the said Block 20.
- (ii) Development charges shall be paid by the owner to the Town for all lots in the development

in accordance with the Development Charges By-Law existing at the date of the Application for the Building Permit. The owner agrees to include in the Agreement of Purchase and Sale a clause outlining all of the development charges related to the lands herein for which the owner shall be responsible.

9. SUPERVISION AND INSPECTION OF THE WORK

(i) The consulting engineer for the Owner shall supervise the works and conduct actual field inspections of the work carried out pursuant to this Agreement. In addition the Town may at its option conduct actual field inspections of the work carried out pursuant to this Agreement and for that purpose may designate the Town Public Works Director or such other person as may be designated by the Town.

(ii) The Owner shall provide and pay for all necessary testing and inspection services to guarantee and control the quality of the workmanship and materials used in the work. Copies of all tests and certificates required by the Town shall be provided by the owner upon demand at their sole expense.

10. ESSEX REGION CONSERVATION AUTHORITY PERMIT

(a) Prior to any construction or site alteration, including changes to the Rush Drain, the Owner shall obtain from the Essex Region Conservation Authority any and all permits required. In accordance with Ontario Regulation 147/90 as amended by Ontario Regulation 535/91 the Essex Region Conservation Authority's "fill, construction and alteration to waterways" regulations, the owner is required to obtain a permit from the Essex Region Conservation Authority prior to any new construction activities on the lands herein.

(b) The Owner shall convey to the Town an easement over the rear 20 feet of the lots comprising Block 16 which lands abut the relocated Rush Drain for the purpose of the Town maintaining, improving or reconstructing the said Rush Drain. The Owner agrees to include as a condition of the Agreement of Purchase and Sale for any of the lots located in Block 16 notification of the 20 feet easement along the rear of the said lots for the purposes of maintaining, constructing and/or reconstructing the Rush Drain.

11. PERFORMANCE SECURITY

(i) So as to assure the performance by the Owner of the terms and provisions of this Agreement the Owner shall deposit, prior to the commencement of the installation of services, with the Town:

- (a) Cash or a letter of credit for 50% of the value of the development; or
- (b) Cash or letter of credit for 25% of the value of the development, plus a subdivision bond for the full value of the development.

Any and all interest earned on any cash deposit will be returned to the owner upon release of the Performance Security by the Town.

(ii) It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this agreement then the Town:

- (a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will fulfill the terms and conditions in respect of which the owner is in default; or
- (b) may require the person or corporation issuing the subdivision bond to fulfill the terms and conditions in respect of which the Owner is in default; or
- (c) may fulfill the terms and conditions in respect of which the Owner is in default by utilizing the cash on deposit.

It is also the intent herein that if the Owner shall fail in the performance of any of the terms and conditions of this agreement the Town, at its option, may refuse to grant to the Owner any permission, certificate, approvals or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town's requirements, and this Agreement, would have been entitled to receive and may continue to so refuse until the Town is satisfied that any default in question has been cured.

(iii) The said amount of the cash, letter of credit, or subdivision bond shall be based upon the contract or contracts mentioned in paragraph 15 hereof, unless such construction shall be carried out by the Owner in which event the cost shall be estimated by the Owner's engineer and shall be approved by the Town.

(iv) The cash deposit, letter of credit or subdivision bond may be reduced to the extent of the value of the work remaining as certified by the owner's engineer and agreed to by the Town.

(v) No security shall be released until the Owner has filed the security in accordance with paragraph 14 hereof, covering the services in respect of which such security was deposited.

## 12. INDEMNITY AND INSURANCE

Until the Town acknowledges in writing that it assumes the services herein referred to the owner shall indemnify and save the Town harmless against all actions, claims, loss, damage and liability connected with the installation of the services contemplated herein arising directly or indirectly out of the negligent or unlawful performance or the non-performance of any obligation of the owner under this Agreement.

While any of the works herein have not been accepted and assumed by the Town, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in forms and amounts satisfactory to the Town Solicitor wherein the owner and the Town shall be insured as principals against such liability to the limits of such policy. The Owner shall provide the Town with a certified copy of such policy prior to the commencement of constructing any of the works referred to herein.

13. ACCEPTANCE OF WORK

- (i) The performance by the Owner of its obligations under this Agreement to the satisfaction of the Town shall be a condition precedent to the acceptance by the Town of services and works required herein.
- (ii) After the works have been installed by the owner and certified by the engineer of the owner to have been installed according to the plans and specifications and after they have been inspected by the Town and deficiencies, if any, corrected the above mentioned work shall be accepted by the Town and the period of twelve months maintenance by the Owner shall commence. At the end of the twelve month maintenance period and after any repairs or deficiencies have been corrected as the result of the use of the works during the twelve month maintenance period, the work as outlined above shall be finally assumed by the Town.
- (iii) Upon applying for final assumption of the development, the Owner shall supply the Town with a Statutory Declaration that all accounts for work and materials have been paid, except normal guaranty holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the development.
- (iv) No sewers will be finally assumed until they have been cleaned and inspected with video cameras and the videos provided to the Town for their approval.

14. MAINTENANCE SECURITY

The Owner shall be responsible for all materials, equipment and work until all construction and installation has been completed as aforesaid, and upon such acceptance thereof by the Town, the Owner shall deliver to the Town:

- (a) Cash or letter of credit for twenty-five percent (25%) of the value of the development; or
- (b) Cash or letter of credit for twelve and one-half percent (12.5%) of the value of the development plus a maintenance bond for fifty percent (50%) of the value of the development;

Upon final inspection, after the one year maintenance period has expired, and all deficiencies have been rectified, the balance of the security will be refunded.

Any and all interest earned on any cash deposit will be returned to the Owner upon release of the maintenance security by the Town.

In the event that the Owner fails to rectify any and all deficiencies the Town:

- (a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will rectify the deficiencies; or
- (b) may require the person or corporation issuing the maintenance bond to fulfill the terms and conditions with respect to the deficiencies outstanding; or
- (c) may rectify the deficiencies by utilizing the cash on deposit.



15. TENDERS

In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful tenderer for any such work.

16. BUILDING PERMIT

No building permit will be issued for any building until such time as storm sewers, storm drainage, sanitary sewers, water connections and hydro services have been installed.

17. GENERAL

The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or sub-contractors to any land or property of the Town during the course of or arising in any way out of the construction of the installation of the work required under this Agreement.

18. SIDEWALKS & BUS STOPS

The Owner shall install, at its own expense, sidewalks in accordance with the Town's Development Standards Manual. The Owner shall construct, at its own expense, sidewalks or a hard surface pad separated from the traveled portion of any road allowance to the satisfaction of the Greater Essex County District School Board in order to facilitate bus stops and student safety.

19. TREES

The Owner shall plant, at its own expense, one tree per lot in accordance with the provisions of the Town's Development Standards Manual.

20. ELEMENTARY/SECONDARY SCHOOLS

The Greater Essex County District School Board and The Windsor/Essex Catholic District School Board shall require a copy of a fully executed Subdivision Agreement between the owner and the Town, in wording acceptable to the Greater Essex County District School Board and The Windsor/Essex Catholic District School Board requiring the owner to include as a condition of the Agreement of Purchase and Sale notice to the purchasers of the lots that students may not be able to attend the closest elementary/secondary school and could be bused to a distant school with available capacity and that the present existence of such a school is not a guarantee of its future availability.

## 21. ROAD ALLOWANCES

The Owner and the Town agree that all road allowances included in the draft plan of subdivision shall be shown and dedicated as public highways.

## 22. MINISTRY OF ENVIRONMENT

The Owner acknowledges that the Ministry of Environment's review of the subdivision did not include any ground water, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or contaminants are present within or in close proximity to this subdivision. If either the Town or the Owner require this assurance before proceeding any further with the Plan of Subdivision consultants should be engaged to conduct the necessary investigations. The Ministry must be advised immediately should waste materials or other contaminants be discovered during the development of this Plan of Subdivision. If waste materials or contaminants are discovered a further approval under Section 46 of the Environmental Protection Act may be required from the Minister.

23. PHASING

In the event that the lands herein are developed in phases, the Owner undertakes and agrees to receive the written consent of the Town prior to any development taking place in each phase.

## 24. REALTY TAX ARREARS

The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charges against the subject lands up to the date hereto.

## 25. AGREEMENT REGISTRATION

The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the Plan of Subdivision in accordance with Section 51 (26) of the Planning Act, R.S.O. 1990. Chapter 13, prior to the registration of the Plan of Subdivision.

## 26. MUNICIPAL STREET NUMBERS AND NAMES

The Owner and/or its assignee shall request from the Town the designated street names and the allocation of municipal street numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of municipal street number as aforesaid.

## 27. ASSIGNMENT

This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Town to

assume the burdens and obligations imposed upon the owner under this Agreement and to undertake with the Town to observe and perform the obligations herein imposed upon the Owner.

28. BINDING AGREEMENT

This Agreement shall enure to the benefit of the Town and shall be binding upon the Owner and the respective heirs, executors, administrators, successors, subsequent purchasers of any portion of the lands herein and authorized assigns of the Owner.

29. SOLICITORS' FEES

The owner agrees to pay forthwith on demand all solicitors' fees and disbursements incurred by the Town on a solicitor and client basis in any way arising out of this agreement, including negotiations and preparations prior to the signing of the Agreement and work done subsequent to the signing of this Agreement.

30. PROVINCIAL OFFENCES ACT

Any person who violates any provisions of this agreement or causes or permits a violation shall be liable on conviction to a penalty exclusive of costs in accordance with the provisions of the Provincial Offences Act for each offence and every such penalty shall be recoverable under the provisions of the Provincial Offences Act.

31. The Owner shall not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrator or other tribunal, the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

32. Unless otherwise specified in this Agreement, any notices required under the provisions of this Agreement, shall be given by prepaid registered mail or by personal delivery to the following persons at the following addresses:

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

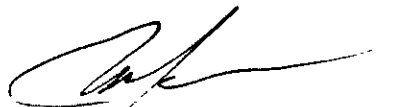
Owners:  
ESSEX 143 JOINT VENTURE LTD.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under seal.


SIGNED, SEALED & DELIVERED)  
In the presence of

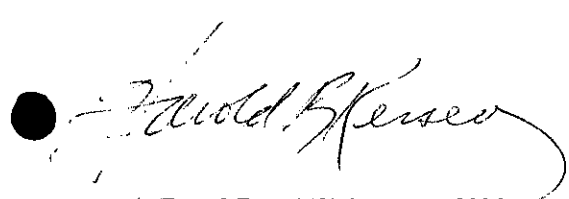
THE CORPORATION OF THE TOWN OF ESSEX

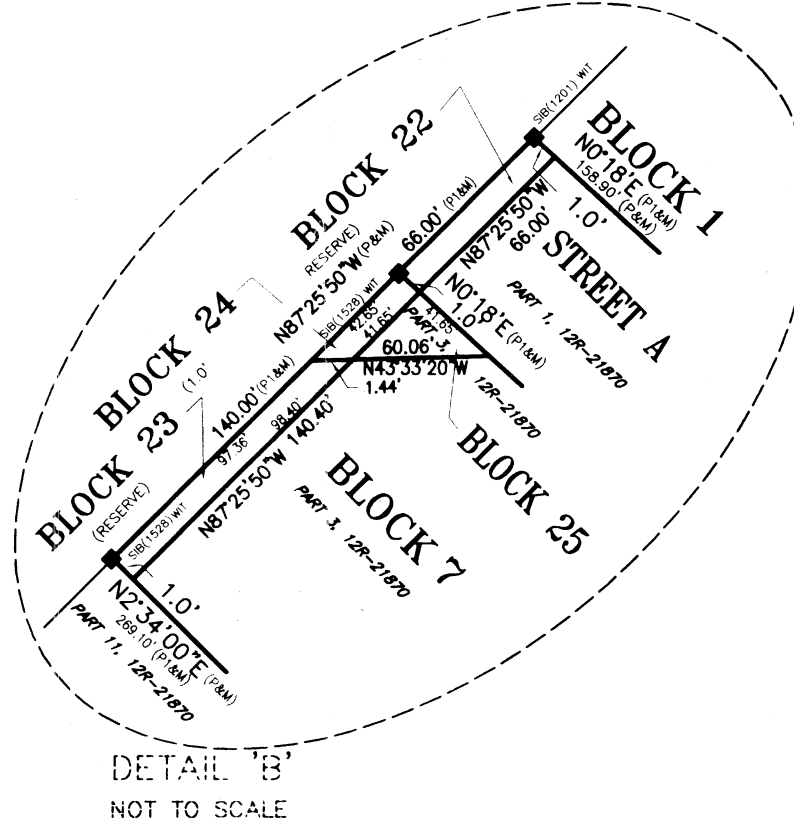
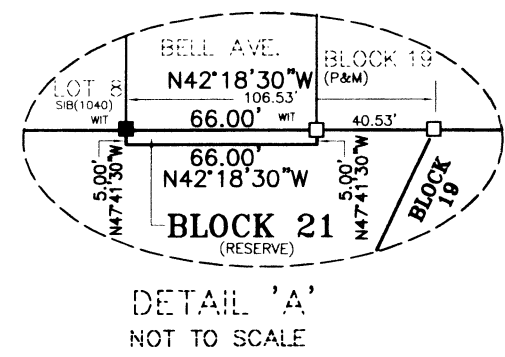
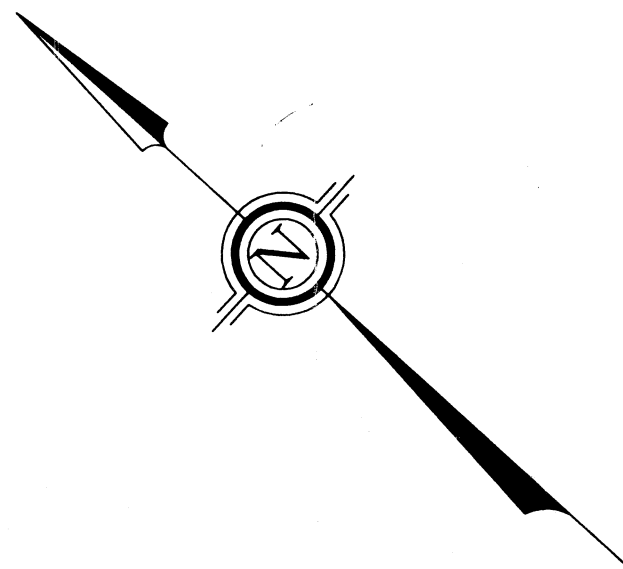
  
Ronald McDermott – Mayor

  
Jerry Marion, Clerk  
We have authority to bind the Corporation

ESSEX 143 JOINT VENTURE LTD.

  
Per: David A. Mady - President  
I have authority to bind the Corporation

  
b:/Essex3.Essex143jointventure.2006



NOTE: STREETS A, C, AND E AND BLOCKS 7 AND 8 ARE SUBJECT TO EASEMENT OVER PARTS 1 TO 7 (INCLUSIVE), PARTS 15, 16, 19 AND 21 PLAN 12R-21870 AS SET OUT IN INSTRUMENT CE79637  
BLOCK 8 SUBJECT TO EASEMENT OVER PART 9, PLAN 12R-21183 AS SET OUT IN INSTRUMENTS CE79637 AND CE119430

APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT, RSO 1990, THIS 17th DAY OF OCTOBER 2006  
ON BEHALF OF THE CORPORATION OF THE TOWN OF ESSEX

William King  
Manager, Planning Services  
County of Essex

PLAN 12M- 545  
I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ESSEX (12) AT 9:32 O'CLOCK ON THE 14th DAY OF NOVEMBER 2006 AND ENTERED IN P.I.N. 75227 0211  
AND REQUIRED CONSENTS AND AFFIDAVITS ARE REGISTERED AS PLAN DOCUMENT No. CE246570

JOANNE BAYLIS  
ASSISTANT DEPUTY LAND REGISTRAR

THIS PLAN COMPRISES PART OF THE LANDS DESCRIBED BY P.I.N. 75227-0211

# PLAN OF SUBDIVISION OF PART OF LOTS 284 AND 285 CONCESSION SOUTH OF TALBOT ROAD IN THE GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH TOWN OF ESSEX COUNTY OF ESSEX, ONTARIO CLARKE SURVEYORS INCORPORATED - 2006 SCALE : 1" = 200'

0 100.0' 200.0' 400.0' 600.0' 800.0' FEET

"IMPERIAL" DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048

## SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.  
2. THE SURVEY WAS COMPLETED ON THE 08 DAY OF AUGUST, 2006

DATE: 08/08/2006

ROSS A. CLARKE  
ONTARIO LAND SURVEYOR  
for: CLARKE SURVEYORS INCORPORATED

## OWNER'S CERTIFICATE -

- THIS IS TO CERTIFY THAT:
- BLOCKS 1 to 20 (inclusive), THE STREETS, NAMELY STREET A, STREET B, STREET C, STREET E, STREET F, STREET G, STREET H, AND STREET I, AND THE RESERVES NAMELY BLOCKS 21, 22 AND 23 HAVE BEEN LAID OUT IN THE ACCORDANCE WITH OUR INSTRUCTIONS.
  - THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF ESSEX AS PUBLIC HIGHWAYS. DATE 9TH DAY OF AUGUST, 2006

ESSEX 143 JOINT VENTURE LTD.

WITNESS

DAVID A. MADDY  
PRESIDENT  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

## BEARING REFERENCE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTHERN LIMIT OF PART 1, PLAN 12R-21183 SHOWN AS N73°13'55"E ON SAID PLAN.

## NOTES

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET AND MARKED 1201
- SSIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RIB DENOTES ROUND IRON BAR
- CC DENOTES COT CROSS
- (OU) DENOTES ORIGIN UNKNOWN
- WIT. DENOTES WITNESS MONUMENT
- S/T DENOTES SUBJECT TO
- (1201) DENOTES ROSS A. CLARKE, O.L.S.
- (S/P) DENOTES SET BY PROPORTION
- (S) DENOTES SET
- (M) DENOTES MEASURED
- 1 DENOTES PERPENDICULAR DISTANCE
- (NTS) DENOTES NOT TO SCALE
- (P) DENOTES PLAN 12R-21183
- (P1) DENOTES PLAN 12R-21870

NOTE: ALL PLANTED BARS ARE SSIB'S UNLESS OTHERWISE NOTED  
CAD DATE: 16/OCT/2006 4:09PM CAD FILE: 32972-09.DWG

CLARKE  
SURVEYORS  
INCORPORATED  
www.clarkesurveyors.com  
Established 1970

Ontario Land Surveyors  
Consulting Surveyors  
640 Victoria Avenue  
Windsor, Ontario  
N9A 4N2  
Ph: (519) 258-4166  
Fax: (519) 258-3874

ASSOCIATE COMPANY  
MACKAY  
MACKAY  
& PETERS  
L I M I T E D  
Established 1908  
BURLINGTON AND HAMILTON  
ONTARIO

DRAWN BY: JS/AC/S.J.P.  
CHECKED BY: KRB  
JOB NO.: 32972-09  
FILE: L-COLN.-S.T.R.-284  
PLAN FILE: 1H-445  
Page 101 of 497

## **Schedule B: Essex Town Centre Development Phasing Plan**



DILLON CONSULTING LIMITED 3200 DEZEL DRIVE, SUITE 608, WINDSOR, ONTARIO, CANADA N9A 6K6. PHONE (519) 946-5000. FAX (519) 946-5064.  
PROJECT: ESSEX TOWN CENTRE DEVELOPMENT - PHASE 1  
DRAWN: C:\P\WORKING\DIRECTOR\PROJECTS TO 2017\STV\ESSEX\0610743\176742-02-000-CON-000.PLOT DATE: 2020-11-02 8:53:49 AM PLOT SCALE: 1:2500 PLOT STYLE: DILLON-STD.AUTOCAD.CTB



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use.  
Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.



DESIGN BRO / CKG		REVIEWED BY RM		PROJECT NO. 17-6742	
DRAWN TKS		CHECKED BY ###		SHEET NO. C	
DATE October 30, 2020		SCALE 1:2500 (11x17) 1:1250 (22x34)		ESSEX TOWN CENTRE DEVELOPMENT - PHASE 1	
NO.		ISSUED FOR		PHASING PLAN	
6		FINAL TOWN OF ESSEX REVIEW WITH HYDRO CROSSINGS		APR 15/20	
5		FINAL TOWN OF ESSEX REVIEW		JAN 23/20	
4		MECP ECA REVIEW		NOV 04/19	
3		TOWN OF ESSEX REVIEW		OCT 17/19	
2		TOWN OF ESSEX REVIEW		AUG 12/19	
1		TOWN OF ESSEX REVIEW		APR 16/19	
DATE		BY			

## **Schedule C: Municipal Capital Facilities**

1. Removal of existing watermain at Storm Water Management Pond;
2. Storm Sewer Construction, including installation of storm sewer drainage pipe and manholes;
3. Watermain Construction, including connections to existing mains, temporary backflow preventor and testing;
4. Storm Water Management Facility Construction, including excavation and grading of phase 1 interim pond;
5. Pump Station Construction, including pumps, piping, meters, valves and appurtenances, power supply and site work (including access road and driveway);
6. Street Construction;
7. Rush Drain Relocation;
8. Noise Reduction Barrer Fence; and
9. Engineering supervision.



## Schedule D: Loan Schedule



## Report to Council

Department: Office of the CAO  
Division: Legal and Legislative Services  
Date: April 6, 2021  
Prepared by: Robert W Auger, Town Solicitor/Clerk  
Report Number: Legal & Legislative Services 2021-07  
Subject: Integrity Commissioner Annual Report 2020 and  
Extension of Services  
Number of Pages: 4

### Recommendation(s)

**That** Legal & Legislative Services 2021-07 entitled Integrity Commissioner Annual Report 2020 and Extension of Services prepared by Robert W Auger and dated April 6, 2021 be received;

**That** the Integrity Commissioner Annual Report for 2020 attached hereto as Schedule "A" to this Report be received for Council and public information, and

**That** Council approve the two year extension of the current Integrity Commissioner Agreement up to and including December 31, 2023 or **That** Council does not approve the two year extension of the current Integrity Commissioner Agreement and directs administration as follows: \_\_\_\_\_.

### Purpose

Pursuant to the Municipal Act, 2001, (the "Act") each municipal council is required to appoint an Integrity Commissioner who reports to Council and is responsible for performing in an independent manner the functions assigned by the Act and the municipality with respect to

the application of the Code of Conduct for Members of Council and its Committees and of any procedures, rules and policies of the municipality governing the ethical behavior of members of council and local boards.

This report is to receive the Town of Essex Integrity Commissioners Annual report for 2020 and to further seek Council's approval or further direction in regards to the extension of the current Integrity Commissioners term thereof.

## **Background and Discussion**

Back in 2018 a Request for Proposal (RFP-18-001) following the guidelines as set out in the Town's Procurement By-Law Number 1043 for Integrity Commissioner Services ("RFP") was posted. This RFP specifically expanded the scope of the Integrity Commissioners proposed services to align with the expanded role now prescribed by the Municipal Act.

Council approved via By-law 1783 and awarded RFP-18-001 for Integrity Commissioner Services to Robert J Swayze, Barrister & Solicitor for a term to commence January 1, 2019 and continuing to December 31, 2020 but with an option allowing for the extension (on the same terms and conditions) for a further two year period ending December 31, 2023 . The current Agreement for Integrity Commissioner Services is attached hereto as Schedule "B" to this Report.

In the interests of time, this Agreement was provisionally extended in 2021 on a month to month basis pending receipt of the 2020 Annual Report for information purposes and pending Council's formal approval of such two year extension or its further direction thereof.

The Annual report together with the current agreement and its potential extension is now before Council for its consideration.

If Council decides not to extend the current Agreement then the Town likely will need to engage the RFP process and retain a provisional Integrity Commissioner should those services be needed during the RFP/pre-award process.

## **Financial Impact**

The Agreement provides for an hourly rate of \$235.00 per hour for all services provided. There is no set retainer amount and the fees are based only upon time spent. This hourly rate actually represents a reduction in the rate that was charged (\$280/Hour) prior to 2019. Given the information obtained during the last RFP process this rate continues to be reasonable and appropriate given the expanded role of potential Integrity Commissioner services that can be provided as now prescribed by the Municipal Act.

The Integrity Commissioner Services are funded from the Council operating budget account with current budget at \$20,000.00. In 2020 Integrity Commissioner Services cost the Town \$8,816.27 (not including taxes). This compares with the last number of years as follows:

2019    \$5,277

2018    \$11,552

2017    \$19,416

2016    \$27,600

## **Consultations**

Shelley Brown, Deputy Clerk

Kate Giurissevich, Manager Finance & Business Services

## Link to Strategic Priorities

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

ROBERT J. SWAYZE

INTEGRITY COMMISSIONER

TELE: (519) 942-0070  
FAX: (519) 942-1233  
E-mail: robert.swayze@sympatico.ca

20736 Mississauga Road  
CALEDON, ONTARIO  
L7K 1M7

**THE CORPORATION OF THE TOWN OF ESSEX**  
**OFFICE OF THE INTEGRITY COMMISSIONER**  
**REPORT TO COUNCIL IN OPEN SESSION**

TO: Mayor Snively and Members of Essex Council  
FROM: Robert Swayze, Integrity Commissioner  
DATE: April 6, 2021  
SUBJECT: Annual Report of the Integrity Commissioner for 2020

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**Recommendation:**

It is recommended that the 2020 Annual Report of the Integrity Commissioner dated April 6, 2021 be received for information.

**Background:**

I was originally appointed Integrity Commissioner for the Town of Essex by Agreement dated November 5, 2015 with a term expiring on November 3, 2017. That contract was extended at the request of Council until December 31, 2018. In 2018 a request for proposal was advertised and I was again the successful bidder. A further agreement was entered into for a two year term ending with January 31, 2021. In that contract Council has the right to extend the agreement on the same terms and conditions, for a further term of 2 years ending on January 31, 2023.

By an exchange of E-mails with the Clerk, the service agreement has been extended to the date of this meeting and I am prepared to accept an additional extension until January 31, 2023 on the same terms and conditions.

**Activity in 2020**

In my 2019 report I complimented Council for the low activity by the Integrity Commissioner in the year and this year also remains low, which continues to speak well for this Council regarding compliance with the Council Code of Conduct (the “Code”).

I am required by the Municipal Act in a periodic report to summarize information without identifying the person concerned.

During the 2020 year, I had only two complaints about a member of Council for failing to declare a conflict. I dismissed them both and on one of them the Ontario Ombudsman had a conference call with me. I believe that the Ombudsman was satisfied with my reasons for dismissal. I also had only three requests for advice from Councillors all of which were on potential pecuniary conflicts. One of them asked about the impact of election campaign contributions on being able to support the donor. My answer was that there is no impact if the contributions are made according to the law.

**Councillor Orientation**

In the past 3 years, I have conducted more than 30 workshops across the Province on the *Modernizing Ontario’s Municipal Legislation Act, 2016* (Bill 68) which came into force in 2019. It made substantive changes to the accountability and transparency regime in Ontario and added the *Municipal Conflict of Interest Act* to the jurisdiction of the Integrity Commissioner. If Council has not taken some of this training, it is recommended that a session be provided in the near future.

**Conclusion:**

It has been a pleasure serving the Town of Essex as Integrity Commissioner. I wish to convey my sincere thanks to members of Council and staff, for their cooperation and assistance in carrying out my mandate.

Prepared by:



Robert Swayze  
Integrity Commissioner

Attachment(s): none

## **Agreement re: Integrity Commissioner**

**Dated: February 14, 2019**

**Between:**

**The Corporation of the Town of Essex**

(hereinafter referred to as the "Municipality")

-and-

**Robert J. Swayze, Barrister & Solicitor**

(hereinafter referred to as the "Independent Contractor")

**Whereas:**

1. Section 223 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), authorizes a Municipality to appoint an Integrity Commissioner, hereinafter referred to as Integrity Commissioner, who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to
  - a. the application of the code of conduct for members of Council; and
  - b. the application of any procedures, rules and policies of the municipality governing the ethical behaviour of members of council and of local boards or of either of them;
2. in appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality has had regard to, among other things:
  - a. the investigators independence and impartiality;
  - b. confidentiality with respect to the investigator's activities;
  - c. the creditability of the investigator's investigative process;



3. the Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

**Now therefore** the parties covenant and agree as follows:

1. Services - The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner pursuant to Section 223 of the *Act* and the Integrity Commissioner agrees to provide such services in accordance with the Act, for and at the request of the Municipality and accepts such appointment.
2. Duties - The duties of the Integrity Commissioner shall include the following:
  - i. To provide written and oral advice to individual members of Council about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behaviour of members, which advice shall be binding on the Independent Contractor.
  - ii. To provide Council with specific and general opinions and advice on the Town's procedures, rules and policies regulating the conduct of members and issues of compliance with such regulations.
  - iii. To conduct inquiries within the discretion of the Independent Contractor, into a request made by Town Council, a member of Council, a local board, a member of a local board or a member of the public into whether a member of Council or a member of a local board has contravened any applicable code of conduct, procedures, rules and policies governing the ethical behaviour of members.
  - iv. To determine whether a member of Council has violated any Town procedures, rules and policies governing ethical behaviour and report any violation with any recommendation for sanction to Council.
  - v. To provide an annual report to Council on issues addressed, if any, including examples in general terms of advice rendered and complaints received and disposed of, by April 30 of each year during the term of this Agreement.

- vi. To provide, as requested, outreach programs to Council and local boards on issues of ethics and integrity.
- vii. To provide, as required, recommended policies and procedures to govern the ethical behaviour of Members of Council.

In performing such duties, the Integrity Commissioner shall have the powers set out in Subsection 223.4 of the Act. The terms and conditions of *Town of Essex Request for Proposal - RFP-18-001 Integrity Commissioner Services*, as issued September 25, 2018 are incorporated by reference hereto and shall apply notwithstanding anything to the contrary.

### 3. Fees

- i. Hourly Rate - In any month, the Independent Contractor shall be paid a fee at the rate of \$235.00 per hour for his time spent. The Independent Contractor agrees that such fee shall be charged only for such time that the Independent Contractor is actively investigating an inquiry, preparing and presenting his/her report with respect thereto or addressing a request for advice or information from the municipality. It is understood that trips to Essex will be minimized, but in such event, time spent:
  - will include travel time at \$100 per hour and mileage at \$.52 per Km., if by car and if by air, travel time at \$100 per hour and all travel expenses.
  - If the trip is overnight, docketed time spent in Essex will stop at 4:30 pm and re-commence at 8:30 am, unless meetings attended are held in the evening. The Independent Contractor is entitled to be reimbursed other reasonable receipted expenses related to his duties.

- 4. Detailed Invoices - The Independent Contractor further covenants and agrees to provide detailed confidential dockets of his time spent and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the CAO.

- 5. The term of this Agreement (the "Term") is for two (2) years commencing on February 1, 2019 and ending on January 31, 2021. The parties agree that the prior extended services agreement between them shall terminate on such date. The Municipality

shall have the right to extend the Term for one further term of two (2) years on the same terms and conditions by giving the Independent Contractor at least 30 day's notice in writing before the end of the Term.

6. This agreement may be terminated by either party on thirty (30) days' notice to the other provided that if the Independent Contractor has commenced an investigation he will be allowed to complete such investigation and report to Council if required. Any such termination by the Municipality shall be accomplished by resolution of Council.
7. Taxes – All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
8. Independent Contractor – The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
9. Delegation – In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, or in the event the CAO of the Municipality has requested the same, then he may or shall (as the case may be), do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any delegates.
10. Binding - This Agreement shall enure to the benefit of and bind the parties and

their respective heirs, successors and permitted assigns.

11. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
12. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matter referred to in this agreement.

**In witness hereof** each of the parties hereto have set its hand and seal as of this \_\_\_\_ day of February, 2019.

**Signed, Sealed & Delivered**

**The Corporation of the Town of Essex**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert J. Swayze, Barrister & Solicitor



## Report to Council

Department: Office of the CAO

Division: Legal and Legislative Services

Date: April 6, 2021

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

Report Number: Legal and Legislative Services-2021-08

Subject: Court of Revision for Barrette Drain: Repair and Improvements

Number of Pages: 5

### Recommendation(s)

**That** the following three (3) members of the Drainage Board: Kirk Carter, Percy Dufour and Felix Weigt-Bienzle be appointed to sit as members of the Court of Revision to be convened for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Town of Essex, County of Essex, Project REI2020Do09 pursuant to the Report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc., and dated January 25, 2021 (hereinafter the "Report"), such Court of Revision to be scheduled for 5:00 pm on May 5, 2021, via electronic meeting, and

**That** By-Law 2000 being a by-law to provide for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Town of Essex, County of Essex, Project REI2020Do09, be read a first and second time and be provisionally adopted on April 6, 2021.

## **Purpose**

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

## **Background and Discussion**

Rood Engineering Inc. was instructed by the Town of Essex on or about April 20, 2020 to prepare a report for the above Barrette Drain, pursuant to Section 78 of the Drainage Act.

On January 25, 2021 the Report was prepared by Rood Engineering Inc. to provide the details, estimates and assessments therein.

A Consideration Meeting for this Report was held on March 17, 2021. At this meeting the Drainage Board received public correspondence/delegations (if applicable) and heard the various concerns or comments made by those who attended. At this meeting the Drainage Board resolved and recommended that the said Report be adopted and that a provisional By-Law be prepared for Council's consideration (see Drainage Board minutes from the March 17, 2021 consideration meeting, which minutes are included under Item 13 of the April 6, 2021 Regular Council Meeting Agenda).

### **Appointment of Court of Revision Members:**

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

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

It is further recommended that By-law 2000 adopting the recommendations in the Rood Engineering Inc. Report dated January 25, 2021 be provisionally adopted so that this project can proceed to the Court of Revision specified in this report.

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

## **Financial Impact**

There is no financial impact.

## **Consultations**

Drainage Department

## Link to Strategic Priorities

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



## Report Approval Details

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

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



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



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

### Report Approval Details

Document Title:	Relocation of the Rush Drain - Legal and Legislative Services-2021-02.docx
Attachments:	- y-Rpt Szakacs Dr REI2016D004.pdf - By-Law No. 1987 Relocation of the Rush Drain.docx
Final Approval Date:	Jan 27, 2021

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



**Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Jan 27, 2021 - 3:54 PM**

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

**Chris Nepszy, Chief Administrative Officer - Jan 27, 2021 - 4:06 PM**

## Report Approval Details

Document Title:	Barrette Drain Repairs and Improvements - Legal and Legislative Services-2021-05.docx
Attachments:	- y-rpt Barrette Dr REI2020D009.pdf - By-Law No. 2000 Barrette Drain Repair and Improvements.docx
Final Approval Date:	Mar 30, 2021

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



**Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Mar 27, 2021  
- 11:28 AM**



**Chris Nepszy, Chief Administrative Officer - Mar 30, 2021 - 10:35 AM**

# **BARRETTE DRAIN**

## **Repairs and Improvements**

### **Geographic Township of Colchester North**



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

## ***Rood Engineering Inc.***

***Consulting Engineers***

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

***Project REI2020D009***

***2021-01-25***



January 25th, 2021

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

Mayor Snively and Members of Council:

**BARRETTE DRAIN**  
**Repair and Improvements**  
**Geographic Twp. of Colchester North**  
**Project REI2020D009**  
**Town of Essex, County of Essex**

## **I. INTRODUCTION**

In accordance with the instructions confirmed by letter of April 20th, 2020, from your Drainage Superintendent, Lindsay Dean, we have prepared the following report that provides for repair and improvements of the open drain, along with bridge repairs and improvements along the drain together with ancillary work. The Barrette Drain comprises of an open drain generally located along the north side of the 13th Concession Road extending from an outlet in the Hyland Sideroad Drain located on the east side of Hyland Road, in the geographic township of Colchester North, Town of Essex. A plan showing the Barrette Drain, as well as the general location of the bridges along the drain, is included herein as part of the report.

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

## **II. BACKGROUND**

From our review of the information provided from the Town's drainage files we have established the following report that we utilized as reference for carrying out this project:

- 1) November 4th, 1966 Barrette Drain Report & Plans C.G.R. Armstrong, P.Eng.

The 1966 report by C.G.R. Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the drain and has the latest profile for the grading of the drain.

We arranged with the Town to provide us with the updated assessment roll information for the affected parcels. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the Barrette Drain.

### **III. PRELIMINARY EXAMINATION AND ON-SITE MEETING**

After reviewing all of the available drainage information and documentation provided by the Drainage Superintendent, we arranged with Town staff to schedule a virtual on-site meeting for July 1st, 2020. The following people participated in said meeting: Justin Pulleyblank, Ed Lepain, Kim Verbeek, Evan Belanger, Brendan Byrne, Kirk Carter (Drainage Board), Dan Boudreau (Drainage Board), Tanya Tuzlova (Drainage Clerk), Norm Nussio (Manager Operations & Drainage), Lindsay Dean (Drainage Superintendent), Kayla Daguerre (Rood Engineering) and Gerard Rood (Rood Engineering).

Ms. Dean did an introduction of the purpose of the meeting and introduced all participants. She shared her computer screen with an aerial map of the Barrette Drain and noted that the outlet was into the Hyland Sideroad Drain. She went on to advise that there have been a lot of severances since the 1966 drainage report and plan and shared the plan on her computer screen. The intent is to have the whole drain looked at along with the bridges for maintenance works. She advised that Mr. Rood will look at the drain assessment schedule to provide an update reflecting the changes since the 1966 report.

Mr. Rood explained the process of preparing a drainage report and explained the details for bridges based on current practices. Mr. Pulleyblank asked about the timeline and Mr. Rood outlined the usual procedure and estimated time. Mr. Byrne asked why the drain was being looked at. Ms. Dean explained that there are only 2 bridge culverts that are legal parts of the drain and this limits the maintenance of the drain by the Town. Mr. Pulleyblank questioned why some culverts were repaired if not legal structures. Ms. Dean advised that they have not been able to locate any information on this. The drainage report will legalize all structures and provide for cost sharing of maintenance work when needed. Mr. Pulleyblank stated that he has shared on previous costs. Mr. Nussio responded that the 2 culverts replaced were likely the only legal ones and assessed per the old drainage report. Culvert replacements are much more expensive now. It was advised by Mr. Pulleyblank that other bridges were done too, and Mr. Nussio replied that the Town will look into bridge works.

Mr. Byrne noted that he has looked into costs of proceeding with a drainage report and there are a lot of additional costs versus just doing the work. He suggested a need to review costs and fees and offsetting them needs to be reasonable. A neighbor has installed a bridge and did it out of pocket. The procedure can be tiresome. Mr. Rood explained the advantages of bridges being legal

components of the drainage works and the requirements that have to be met so that no adverse impacts are caused to neighboring lands and roads and liability issues are addressed. Mr. Byrne responded that he understands this, and costs are a concern and he questioned how to legalize a bridge. Ms. Dean said the Town will have to check their records and all bridges will be made legal with cost sharing for future maintenance. She can call owners to discuss information with them and the Town can email them with extra information that they want. Mr. Pulleyblank asked about what has been done in the past and would like to know any sharing that has been done in the past. Ms. Dean asked the owners to contact the Town Drainage Department with any further questions that they have.

Mr. Rood asked the Town and owners to provide information on any drainage changes that they might be aware of. The last report assessed most of the area immediately to the north of the drain.

It was discussed that all trees within the drain cross section from top of bank to top of bank will be removed to prevent obstruction of drainage. The north side of the drain will be basically cleared for access to carry out the work and dispose of material; however, some mature trees may be able to be saved if the Contractor can work around them. Material excavated along lawn areas will be done from the road side and will be trucked away. It was clarified that owners pay a portion of the cost if adjacent to the work area or upstream of the work. The Town wants to restore the drain to an adequate capacity and wants a more accurate and fair assessment schedule for drain maintenance.

We advised the owners that the minimum standard top width for access bridges is 6.10 metres (20 ft.) and that the bridge centreline locations will be established based on the existing bridges. The owners were also advised that for any bridges that are replaced, the cost of the replacement access bridge construction and the future maintenance costs would be shared by the owner and upstream affected lands and roads. Any cost for additional top width will be borne by the owner. We went on to discuss that quarried limestone on filter cloth sloped ends for the installation, like those on other newer bridges, were expected to be an economical end treatment for replacement bridges, but the Engineer would contact the owner if necessary, to advise if there was any change to this.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owners. They were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), the Ministry of Environment, Conservation and Parks (M.E.C.P.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing, and material of the proposed bridge, noting that aluminized corrugated steel pipe is typically the most cost effective.



#### **IV. FIELD SURVEY AND INVESTIGATIONS**

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

A benchmark was looped from previous work carried out on the drain and was utilized in establishing a site benchmark near the location of the bridges. We surveyed the entire length of the drain and picked up the existing bridges and culvert elevations in order to establish a design grade profile for the drain repair and installation of any new bridges. We also took cross-sections of the Barrette Drain, as necessary for us to complete our design calculations, estimates and specifications.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. requirements for work that would be proposed to be carried out on the Barrette Drain to be repaired and improved. A response from the Conservation Authority was received via email on May 7th, 2020. E.R.C.A. stated that the Barrette Drain is located within a regulated area administered by E.R.C.A. and accordingly, a permit or approval will be required by E.R.C.A. for any repairs and/or maintenance works to the Barrette Drain.

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

For the purposes of establishing the watershed area of the Barrette Drain, and determining the drain repairs required, we investigated and reviewed the past drainage report on the Barrette Drain and online mapping contour information.

#### **V. BRIDGES REVIEW**

As part of our investigations, we made detailed inspections of all of the bridges along the open drain. Their condition and proposed work if any are summarized as follows:

1. This bridge serves parcel 570-01900 owned by Edward Lepain. It was found to be in very good condition with work done approximately 1 year ago as discussed with the owner. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
2. This bridge is shared and serves parcel 570-01700 owned by Evan & Laura Belanger and parcel 570-01800 owned by Leo Chauvin & Eileen Matte. The bridge is in good condition

- but has significant sediment and vegetation accumulated to almost half the pipe diameter. The report and plans will provide the Town with the details needed for current cleaning of the bridge pipe and for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
3. This bridge serves parcel 570-01600 owned by Mark & Margaret Bosse. It was found to be in very good condition with work appearing to have been done recently. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  4. This bridge enclosure serves parcels 570-01500 owned by Laura Amlin. The structure comprises corrugated steel pipe (C.S.P.) and is in fair condition. It was established that some headwall repairs would be provided as needed and the bridge pipe would be left for now. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  5. This bridge serves parcel 570-01400 owned by Roy & Lynn Tetler. The bridge is in fair condition and comprises corrugated steel pipe. In discussions with the owner, it was established that some sloped end treatment repairs would be provided as needed and the bridge would be left for now. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  6. This bridge serves parcel 570-01300 owned by Douglas & Michele Barron. The bridge is in fair condition and comprises C.S.P. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  7. This bridge serves parcel 570-02100 owned by Ralph Giles & Annette Wiper. The bridge appears to be in fair condition and has a slightly narrower top width than a standard bridge. Because of the collapsing headwalls and extreme rusting of the pipe it is recommended that the bridge be replaced as set out in this report. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  8. This bridge serves parcel 570-01100 owned by Kyle & Natalie Tetler. The bridge is in good condition. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  9. This bridge serves parcel 570-01000 owned by Philip Lemieux & Laurie Raymont. The bridge is in poor condition showing rotting out at the haunches. It is recommended that the bridge be replaced as set out in this report. The report and plans will also provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  10. This bridge serves parcel 570-00900 owned by Rose Renaud. The bridge is in poor condition showing rotting at the pipe haunches. It is recommended that the bridge be replaced as set out in this report. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
  11. This bridge serves parcel 570-00800 owned by James & Kimberly Battersby. The bridge is in poor condition showing rotted pipe haunches and an open joint with backfill migration

into the pipe. It is recommended that the bridge be replaced as set out in this report. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.

12. This bridge serves parcel 570-00700 owned by Justin Pulleyblank. The bridge appears to be in fair condition but irregularities in the surface over the pipe suggest problems may arise in the near future. It is recommended that the bridge be replaced as set out in this report. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
13. This bridge serves parcel 570-00600 owned by Donald Brillinger. The bridge is in fair condition, but some severe corrosion was noted at the pipe haunches. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
14. This bridge serves parcel 570-00500 owned by Brendan Byrne. The bridge appears to be in very bad condition with collapsed headwalls and a very narrow top width. It is recommended that the bridge be replaced as set out in this report. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.

## **VI. FINDINGS AND RECOMMENDATIONS**

We find that the profile included in the 1966 report plans by engineer C.G.R. Armstrong provides a good fit to the existing profile of the drain. Said report provided for improvements to the open drain that still appear to suit the current conditions of the watershed.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owners, we would recommend that the Barrette Drain be repaired and improved to the general parameters as established in our design drawings attached herein. We further recommend that when work is carried out on the existing bridges, the following parameters be utilized that include allowance for embedment of the pipe:

<b>Bridge No.</b>				<b>Req'd</b>
<b><u>Ex. Structure</u></b>	<b><u>Roll No.</u></b>	<b><u>Owners</u></b>	<b><u>Notes</u></b>	<b><u>Size</u></b>
1.	570-01900	Edward Lepain	Precast concrete	1200mm
900mm C.S.P.			headwalls	C.S.P.
2.	570-01700	Evan & Laura	Concrete filled jute bag	1200mm
1100mm C.S.P.		Belanger	headwalls	C.S.P.
	570-01800	Leo Chauvin & Eileen Matte		
3.	570-01600	Mark & Margaret	Precast concrete	1200mm
1050mm C.S.P.		Bosse	headwalls	C.S.P.
4.	570-01500	Laura Amlin	Poured concrete	1200mm
1050mm C.S.P.			headwalls – replace with sloped ends	C.S.P.

**Report** – Barrette Drain  
(Geographic Township of Colchester North)  
Town of Essex - REI2020D009

2021-01-25

5. 1050mm C.S.P.	570-01400	Roy & Lynn Tetler	Poured concrete headwalls – replace with sloped ends	1200mm C.S.P.
6. 1000mm C.S.P.	570-01300	Douglas & Michele Barron	Precast concrete headwalls	1200mm C.S.P.
7. 1100mm C.S.P.	570-02100	Ralph Giles & Annette Wiper	Concrete pieces headwalls – replace with sloped ends	1200mm C.S.P.
8. 1000m C.S.P.	570-01100	Kyle & Natalie Tetler	Poured concrete headwalls – replace with sloped ends	1200mm C.S.P.
9. 900mm C.S.P.	570-01000	Phillip Lemieux & Laurie Raymont	Poured concrete and cinder blocks – replace with sloped ends	1200mm C.S.P.
10. 900mm C.S.P.	570-00900	Rose Renaud	Poured concrete headwalls – replace with sloped ends	1200mm C.S.P.
11. 1000mm C.S.P.	570-00800	James & Kimberly Battersby	Poured concrete headwalls – replace with sloped ends	1200mm C.S.P.
12. 1050mm C.S.P.	570-00700	Justin Pulleyblank	Stacked concrete blocks – replace with sloped ends	1200mm C.S.P.
13. 900mm C.S.P.	570-00600	Donald Brillinger	Poured concrete headwalls – replace with sloped ends	1200mm C.S.P.
14. 900mm C.S.P.	570-00500	Brendan Byrne	Collapsed concrete blocks – replace with sloped ends	900mm C.S.P.

During the course of our investigations, this drainage project was discussed and reviewed with E.R.C.A., to deal with any Authority issues and comments related to this Municipal drain. In the interest of maintaining ongoing protection, E.R.C.A. requires that to prevent flooding and adverse impacts upstream, any new structure needs to provide an equivalent level of service to the adjacent structures. Therefore, based on this, we have made provisions to use corrugated steel pipe culverts as set out below, similar to the structures a short distance upstream and downstream. The Barrette Drain is located within the Regulated Area and is under the jurisdiction of the E.R.C.A., and therefore all work has to comply with the current mitigation provisions of the E.R.C.A. Details of these mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

As part of our investigations, a D.F.O. self screening assessment of the project was carried out. The mapping indicated no species at risk or critical habitat for the area of the drain work. In the interest of fish habitat and migration, D.F.O. requires that the invert of any new bridge be

embedded below the design or existing bottom of the drain a minimum of 10% of the bridge opening height to ensure a continued path for fish migration through the access bridge. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. Should any species be encountered, details of required mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

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

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

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

Since the work on these access bridges will generally be limited to the area of the drain and the adjacent roadway, and since all damaged areas are to be restored as set out in the Specifications, we find that there is no requirement for allowances pursuant to Section 29 and 30 of the Drainage Act for work done on the bridges.

Based on all of the above, we recommend that the Barrette Drain be repaired and improved, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010”.

## VII. ALLOWANCES

We have provided that all of the work on the open drain will generally be completed from the north side of the drain. The Contractor will be required to restore any existing grassed buffer and driveway areas damaged by the work. We recommend that any materials removed from the open drain or existing bridges, be spread on the adjacent open lands to the north of the drain for disposal by the Contractor, beyond the limits of any existing grass buffer or driveway access. Based on all of the above we find that allowances for damages are payable pursuant to Sections 29 and 30 of the Drainage Act.

We find that the provision of access along the north bank of the drain and disposal of excavated material on the abutting farm and non-residential lands requires payment for the land necessary to carry out same. We therefore recommend that the following owner be compensated for all work areas that will be impacted, including for the access to the drain and for damages to lands and crops, if any, as follows, namely:

1)	Brendan Byrne, (570-00500),	Owner,	Part of Lot 14, Concession 13,	\$	1,465.00
<b>TOTAL FOR ALLOWANCES AND DAMAGES</b>					<b>\$ 1,465.00</b>

These values for allowances and damages are based on a strip of land parallel to and immediately adjacent to the drain or grassed buffer and driveway, for the parcel abutting the north side of the Municipal drain and are based on a value of \$1,225.00 per acre (\$3,027.00 per hectare) for the affected lands and crops, if any. These allowances provide for a spread depth of 100mm and are calculated using a rate per acre of \$700.00 for year one, \$350.00 for year two and \$175.00 for the third year. The impact after 3 years is considered negligible.

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

## VIII. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **ONE HUNDRED FIFTY THREE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$153,650.00)**, made up as follows:

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(Geographic Township of Colchester North)  
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## **CONSTRUCTION**

Item 1)	<b><u>Station 0+000 to Station 1+200;</u></b> Carry out excavation of the drain to remove accumulated sediment and restore the drain to the profile grade shown on the plans, including leveling of material; all loading, hauling, and disposal where required; approximately <u>1200</u> metres (approximately 580 cubic metres). Lump Sum	\$	17,550.00
Item 2)	<b><u>Station 0+000 to Station 1+200;</u></b> Supply and install new heavy duty H.D.P.E. plastic tile main extensions, including connections, rodent grate, removal of any deleterious materials, excavation, backfill, compaction and restoration, complete:		
	a) 3.0 metres (10') of 150mm (6") diameter pipe for 150mm diameter tiles: <u>1</u> required at <u>\$200.00</u> each	\$	200.00
Item 3)	<b><u>Station 0+000 to Station 1+200;</u></b> Supply and install approximately <u>5</u> lateral tile drain extensions to outlet end of damaged existing 100mm diameter lateral tiles entering the drain, including excavation, rodent grate, backfill, compaction, topsoil placement, and seed and mulch, complete at <u>\$100.00</u> each.	\$	500.00
Item 4)	<b><u>Station 0+000 to Station 1+200;</u></b> Supply and install approximately <u>40</u> tonnes of quarried limestone rip rap for rock chute spillways and general erosion protection, complete at <u>\$65.00</u> per tonne.	\$	2,600.00
Item 5)	<b><u>Station 0+000 to Station 1+200;</u></b> Supply and install approximately <u>80</u> square metres of synthetic filter mat for rock chute spillways and general erosion protection, complete at <u>\$3.00</u> per square metre.	\$	240.00
Item 6)	Brushing and grubbing including all disposal and clean up (approximately 1200 lineal metres), removing and replacing fences, complete. Lump Sum	\$	12,000.00
Item 7)	Spread scavenged topsoil; carry out seeding and mulching on all newly excavated side slopes including all harrowing, raking, preparation, and clean up, complete. Lump Sum	\$	5,200.00

- Item 8) **Bridge No. 7;** Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 12 metres of 1200mm diameter, 2.0mm thick aluminized steel pipe with 125X25mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete.  
(Ralph Giles & Annette Wiper) Lump Sum \$ 12,100.00
- Item 9) **Bridge No. 9;** Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 12 metres of 1200mm diameter, 2.0mm thick aluminized steel pipe with 125X25mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete.  
(Philip Lemieux & Laurie Raymont) Lump Sum \$ 12,200.00
- Item 10) **Bridge No. 10;** Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 12 metres of 1200mm diameter, 2.0mm thick aluminized steel pipe with 125X25mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete.  
(Rose Renaud) Lump Sum \$ 12,000.00
- Item 11) **Bridge No. 11;** Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 12 metres of 1200mm diameter, 2.0mm thick aluminized steel pipe with



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	125X25mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (James & Kimberly Battersby)	Lump Sum	\$	12,000.00
Item 12)	<b><u>Bridge No. 12;</u></b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 13 metres of 1200mm diameter, 2.0mm thick aluminized steel pipe with 125X25mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Justin Pulleyblank)	Lump Sum	\$	12,000.00
Item 13)	<b><u>Bridge No. 14;</u></b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install 12 metres of 900mm diameter, 2.0mm thick aluminized steel pipe with 68X13mm corrugations, 9C bolted coupler, including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Brendan Byrne)	Lump Sum	\$	10,200.00
Item 14)	<b><u>Bridge No. 4;</u></b> Repair existing sloped end treatments on the bridge in accordance with the standard bridge specifications including excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Laura Amlin)	Lump Sum	\$	1,500.00

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Item 15)	<b>Bridge No. 5;</b> Repair existing sloped end treatments on the bridge in accordance with the standard bridge specifications including excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Roy & Lynn Tetler)	Lump Sum	\$	1,500.00
Item 16)	Estimated net Harmonized Sales Tax (1.76% H.S.T.) on construction items above.	Lump Sum	\$	1,968.00
Item 17)	Contingency amount for construction.	Lump Sum	\$	1,242.00
<b>TOTAL FOR CONSTRUCTION</b>			<b>\$</b>	<b>115,000.00</b>

**INCIDENTALS**

1)	Report, Estimate, & Specifications	\$	10,500.00
2)	Survey, Assistants, Expenses, and Drawings	\$	16,500.00
3)	Duplication Cost of Report and Drawings	\$	500.00
4)	Estimated Cost of Letting Contract	\$	1,000.00
5)	Estimated Cost of Layout and Staking	\$	1,200.00
6)	Estimated Cost of Part-Time Supervision and Inspection During Construction (based on 8 day duration)	\$	5,480.00
7)	Net H.S.T. on Incidental Items Above (1.76%)	\$	619.00
8)	Estimated Cost of E.R.C.A. Permit	\$	800.00

**Report** – Barrette Drain  
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9) Contingency Allowance	\$ 586.00
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<b>TOTAL FOR INCIDENTALS</b>	<b>\$ 37,185.00</b>
<b>TOTAL FOR ALLOWANCES (brought forward)</b>	<b>\$ 1,465.00</b>
<b>TOTAL FOR CONSTRUCTION (brought forward)</b>	<b>\$ 115,000.00</b>
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<b>TOTAL ESTIMATE</b>	<b>\$ 153,650.00</b>
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#### **IX. DRAWINGS AND SPECIFICATIONS**

As part of this report, we have attached design drawings for the construction of the drain improvements. The design drawings show the subject improvement locations and the details of the work, as well as the approximate location within the watershed area. The drain design drawings are attached to the back of this report and are labelled **Appendix “REI-E”**.

Also attached, we have prepared Specifications which set out the required construction details for the drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix “REI-C”**.

#### **X. SCHEDULE OF ASSESSMENT**

We would recommend that the Total Cost for construction of this project, including incidental costs, be charged against the lands and roads affected in accordance with the attached Schedule of Assessment. On September 22nd, 2005, the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P., “lands used for agricultural purposes” may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define “lands used for agricultural purposes” as those lands eligible for the “Farm Property Class Tax Rate”. The Town provides this information to the Engineer from the current property tax roll. Properties that do not meet the criteria are not eligible for grants. In accordance with same we expect that this project will be qualified for the grant normally available for agricultural lands. The Ministry, however, is continually reviewing their policy for grants, and we recommend that the Town monitor the policies, and make application to the Ministry for any grant should same become available through the A.D.I.P.

program or other available funds. Where a bridge structure has increased top width beyond the standard 6.10 metre (20.0 ft.) top width, all of the increased costs resulting from same are assessed 100% to the Owner, as provided for in the cost sharing set out in the attached Schedule of Assessment.

#### **XI. FUTURE MAINTENANCE**

When maintenance work is carried out in the future on the open drain portion, the cost for said future maintenance shall be assessed in accordance with the attached Schedule of Assessment excluding any Special Benefit. When future maintenance work is carried out on the drain, the assessment to the affected Owners shall be based on the actual future maintenance cost shared on a pro-rata basis with the Benefit and Outlet Liability values shown in this assessment schedule.

When maintenance work is carried out on any bridges in the future, we recommend that part of the cost be assessed as a Benefit to the abutting parcel served by the access bridge, and the remainder shall be assessed to the upstream lands and roads based on their affected area and Outlet Liability assessments as set out in the attached Schedule of Assessment. The share for Benefit and Outlet Liability shall be as set out in the Bridge Cost Sharing table below. For Bridge 2 the Benefit assessment shall be split equally between the two parcels served by the structure.

#### **BRIDGE COST SHARING**

<b><u>Bridge</u></b>	<b><u>Owners</u></b>	<b><u>Benefit to Owner</u></b>	<b><u>Outlet Upstream</u></b>
1	Edward Lepain, (570-01900),	85.9%	14.1%
2	Evan & Laura Belanger, (570-01700), Leo Chauvin & Eileen Matte, (570-01800)	42.5% 42.5%	15.0%
3	Mark & Margaret Bosse, (570-01600),	87.3%	12.7%
4	Laura Amlin, (570-01500),	85.0%	15.0%
5	Roy & Lynn Tetler, (570-01100),	85.0%	15.0%

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6	Douglas & Michelle Barron, (570-01300),	85.0%	15.0%
7	Ralph Giles & Annette Wiper, (570-02100),	85.0%	15.0%
8	Kyle & Natalie Tetler, (570-01100),	85.0%	15.0%
9	Phillip Lemieux & Laurie Raymont, (570-01000),	85.0%	15.0%
10	Rose Renaud, (570-00900),	85.0%	15.0%
11	James & Kimberly Battersby, (570-00800),	85.0%	15.0%
12	Justin Pulleyblank, (570-00700),	85.0%	15.0%
13	Donald Brillinger, (570-00600),	85.3%	14.7%
14	Brendan Byrne, (570-00500),	85.0%	15.0%

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

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We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

**Rood Engineering Inc.**

*Gerard Rood*

Gerard Rood, P.Eng.



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att.

**ROOD ENGINEERING INC.**

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6



**SCHEDULE OF ASSESSMENT**  
**BARRETTE DRAIN**  
**Town of Essex**

**3. MUNICIPAL LANDS:**

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Hectares Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
		13th Concession Road		2.91	1.177	Town of Essex	\$ 4,502.00	\$ 2,535.00	\$ 1,202.00	\$ 8,239.00
<b>Total on Municipal Lands.....</b>							<b>\$ 4,502.00</b>	<b>\$ 2,535.00</b>	<b>\$ 1,202.00</b>	<b>\$ 8,239.00</b>

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

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Hectares Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
570-00600	13	13	0.194	0.48	0.194	Donald Brillinger	\$ 370.00	\$ 276.00	\$ 1,810.00	\$ 2,456.00
570-00700	13	13	0.194	0.48	0.194	Justin Pulleyblank	\$ 371.00	\$ 270.00	\$ 13,568.00	\$ 14,209.00
570-00800	13	13	0.194	0.48	0.194	James & Kimberly Battersby	\$ 371.00	\$ 268.00	\$ 12,796.00	\$ 13,435.00
570-00900	13	13	0.194	0.48	0.194	Rose Renaud	\$ 371.00	\$ 265.00	\$ 12,753.00	\$ 13,389.00
570-01000	13	13	0.194	0.48	0.194	Phillip Lemieux & Laurie Raymont	\$ 372.00	\$ 255.00	\$ 12,915.00	\$ 13,542.00
570-01100	13	13	0.194	0.48	0.194	Kyle & Natalie Tetler	\$ 372.00	\$ 253.00	\$ 1,630.00	\$ 2,255.00
570-01300	13	13	0.663	1.64	0.663	Douglas & Michele Barron	\$ 1,267.00	\$ 608.00	\$ 1,623.00	\$ 3,498.00
570-01400	13	13	0.195	0.48	0.195	Roy & Lynn Tetler	\$ 372.00	\$ 239.00	\$ 1,589.00	\$ 2,200.00
570-01500	13	13	0.585	1.45	0.585	Laura Amlin	\$ 1,118.00	\$ 527.00	\$ 1,602.00	\$ 3,247.00
570-01600	13	13	0.390	0.96	0.390	Mark & Margaret Bosse	\$ 745.00	\$ 400.00	\$ 1,588.00	\$ 2,733.00
570-01700	13	13	0.585	1.44	0.585	Evan & Laura Belanger	\$ 1,117.00	\$ 514.00	\$ 801.50	\$ 2,432.50
570-01800	13	13	0.194	0.48	0.194	Leo Chauvin & Eileen Matte	\$ 371.00	\$ 227.00	\$ 789.50	\$ 1,387.50
570-01900	13	13	0.209	0.52	0.209	Edward Lepain	\$ 399.00	\$ 234.00	\$ 1,573.00	\$ 2,206.00
<b>Total on Privately Owned - Non-Agricultural Lands.....</b>							<b>\$ 7,616.00</b>	<b>\$ 4,336.00</b>	<b>\$ 65,038.00</b>	<b>\$ 76,990.00</b>



5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Hectares Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
570-00500	13	14	31.667	78.25	31.667	Brendan Byrne	\$ 12,108.00	\$ 13,428.00	\$ 23,443.00	\$ 48,979.00
570-02100	13	13	13.881	20.16	8.157	Ralph Giles & Annette Wiper	\$ 3,119.00	\$ 2,995.00	\$ 13,328.00	\$ 19,442.00
Total on Privately Owned - Agricultural Lands (grantable).....							\$ 15,227.00	\$ 16,423.00	\$ 36,771.00	\$ 68,421.00
TOTAL ASSESSMENT				111.16	44.99		\$ 27,345.00	\$ 23,294.00	\$ 103,011.00	\$ 153,650.00

1 Hectare = 2.471 Acres  
Project No.REI2020D009  
January 25th, 2021

**SPECIFICATIONS****BARRETTE DRAIN****Repairs & Improvements****(Geographic Township of Colchester North)****TOWN OF ESSEX****I. GENERAL SCOPE OF WORK**

The Barrette Drain comprises of an open drain generally located along the north side of the 13th Concession Road extending easterly from an outlet in the Hyland Sideroad Drain located on the east side of Hyland Road, in the geographic township of Colchester North, Town of Essex. The work under this project generally comprises of repairs and improvements to the open drain, bridge repairs as needed and ancillary work. The work on the drain being repaired and improved includes brushing and tree removal, the removal of the excess sediment in the drain bottom along with deepening and widening of the open channel to its original design; the installation of rock erosion protection comprising of sloped quarried limestone on filter cloth; topsoil placement, seeding and mulching on slopes, buffer strips and disturbed areas; culvert replacement installations with end treatments, cleaning out of all bridge culverts, and ancillary work.

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

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

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

required to provide temporary silt fencing and straw bales as outlined further in these specifications.

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

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

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

### **III. M.N.R.F. – M.E.C.P. CONSIDERATIONS**

The Contractor is to note that the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. "Endangered Species Act, 2007" (E.S.A.) that is now administered by the Ministry of Environment and Parks (M.E.C.P.) will be completed as a self-assessment by the Town pursuant to Section 23.9 of the E.S.A. prior to

construction. This Section allows the Town to conduct eligible works of repair, maintenance, and improvement to existing municipal drains under the Drainage Act, and exemptions from Sections 9 and 10 of the E.S.A., provided that the requirements are followed in accordance with Ontario Regulation 242/08. The results of the review will be provided to the Contractor and copies of the mitigation measures, habitat protection and identification sheets will be included within **Appendix "REI-B"**.

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

#### **IV. ACCESS TO WORK**

The Contractor is advised that the majority of the work to be carried out on this project extends along the north side of the 13th Concession Road. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveways as necessary to carry out the repairs and improvements to the drain and any new replacement access bridges, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridges to carry out the required construction of the removal and new structure installation and ancillary work. Where the drain abuts agricultural lands, the Contractor shall carry out the drain cleaning from the north side of the drain in a minimum 8 metre wide corridor and spread the excavated material on the lands to a depth not exceeding 100mm in thickness.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close 13th Concession Road for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Essex Works Department.

Throughout the course of the work, it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary

steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular placement required to make good any damage caused.

#### **V. REMOVAL OF BRUSH, TREES AND RUBBISH**

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

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

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

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain in the location of the work areas and any such materials located in the bridge culverts and

enclosures while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

## **VI. FENCING**

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

## **VII. DETAILS OF OPEN DRAIN WORK**

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

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

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

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

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

#### **VIII. DETAILS OF BRIDGE WORK**

The Contractor shall provide all material, labour, and equipment to repair and improve the existing access bridges in the Drain requiring work, along with endwall repairs and other improvements as noted.

The existing bridges slated to be repaired and improved shall be replaced with new aluminized steel Type II Hel-Cor pipe. All piping sections shall be connected by the use of 9 corrugation (9-C) bolted couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendation. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections.

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

#### **IX. CORRUGATED STEEL PIPE INSTALLATION**

The new corrugated steel pipe (CSP) to be installed on this project is required to be provided in the longest lengths that are available and shall not be less than 3.0 metres. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured 9-C bolted coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth

around the complete circumference so that it extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints.

The Contractor shall note that the placement of any new culvert pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the pipe and for a distance of 3.05 metres (10 ft.) upstream and downstream of the pipe. The Contractor shall note that the pipe inverts are set at least 10% of the pipe diameter (or the pipe rise) below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O. and to meet the minimum cover requirements for the pipe.

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

For the access bridge installation, once the new aluminized steel type II corrugated pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. Form 1010 with the following exception. The top 305mm (12") of the backfill material for the full top width of the access, and the full top width of the drain or the excavated trench, and any approaches to the south and transitions to the north shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. All of the driveway approach areas extending from the Town roadway to the south face of the new bridge culvert shall be backfilled with compacted granular material M.T.O. Type "A" O.P.S.S. Form 1010, but only after all topsoil material has been completely removed and disposed of, and the minimum thickness of this granular material shall be 305mm (12"). All areas outside of the access driveway shall be backfilled with native material compacted to 95% of Standard Proctor Density and topped with a minimum of 50mm of topsoil and shall be seeded and mulched.

For hard surface driveway crossings, the top 305mm (12") of the backfill over the pipe below the hard surface treatment shall comprise granular material M.T.O. Type "A" O.P.S.S. Form 1010 compacted to a minimum of 100% Standard Proctor Density. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the pipe. To ensure that no damage is caused to the proposed pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Consulting Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work. The Contractor shall restore the asphalt surface by placing a minimum of the existing thickness or a



90mm minimum thickness of Type HL-4 or equivalent Superpave hot mix asphalt. The asphalt shall be supplied and placed in two (2) approximately equal lifts compacted to a value ranging from 92% to 96% of maximum relative density as per O.P.S.S. 310. For existing concrete driveways, the Contractor shall carefully remove the concrete to the nearest expansion joint. The concrete driveway shall be restored to the original length and width that was removed and include 150mm thick, 30MPa concrete, with 6%  $\pm$ 1% air entrainment and 6x6-6/6 welded wire fabric reinforcing installed at the midpoint of the slab. All slab surfaces shall be finished to provide an appearance approximating the finish on the existing concrete driveway abutting the replacement.

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

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

The Contractor shall also note that the placing of the new access bridge culvert shall be completed so that it totally complies with the parameters established and noted in the Bridge Details and Tables for the culvert replacement. The culvert shall be set on an even grade and the placement shall be performed totally in the dry, and the Contractor should be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor shall also be required to supply a minimum of 100mm (4") of 20mm (3/4") clear stone bedding underneath the culvert pipe extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing an access bridge or enclosure culvert, it shall be required to excavate a trench having a width not less than the new pipe outside diameter plus a 600mm working width on both sides of the new pipe to allow for proper installation of granular backfill and compaction of same. The Contractor shall also note that all culvert pipe installations are to be carried out with a minimum of 10% of their diameter or rise embedded below the drain design bottom, as shown, and noted on the plan for each of the access bridge installations.

## **X. REMOVALS**

Where existing access bridges and enclosures are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing structure or culvert

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

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

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

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

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

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

The Contractor shall install interlocking precast concrete blocks with filter cloth backing for walls on both ends of the bridges requiring same. The blocks shall be minimum 600X600X1200mm in

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

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "REI-C"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each end of the driveway entrance. All work shall be completed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2), 3), and 4) of the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of these

specifications and labelled **Appendix "REI-C"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **"Typical Quarried Limestone End Protection Detail"** also in **Appendix "REI-C"**.

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

## **XII. BENCHMARKS**

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

For each of the bridge replacements and new bridges, the plans include details illustrating the work to be carried out. For each bridge detail a Benchmark has been indicated and the Elevation has been shown and may be utilized by the Contractor in carrying out its work. The Contractor shall note that in each case a specific design elevation grade has been provided for the invert at each end of the pipe in the table accompanying each detail. The table also sets out the pipe size, materials, and other requirements relative to the installation of the culvert structure. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from east to west to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the pipe invert grades established herein provide for the pipes to be set at least 10% of their diameter or pipe rise below the existing drain bottom or the design grade of the drain, whichever is lower.

## **XIII. ANCILLARY WORK**

During the course of any work to the bridges and enclosures along the length of the project, the Contractor will be required to protect or extend any existing tile ends or swales and connect them

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

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

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

Where the Contractor removes concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these driveways at its cost. All damaged hard surface driveway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

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

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

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

#### **XIV. TOPSOIL, SEED AND MULCH**

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacements, construction or cutting of the drain cross section, by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the bridge details. The Contractor shall be required to provide all the material and to cover the above mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

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

#### **XV. SPECIAL PROVISIONS FOR REPLACEMENT, REPAIR, AND IMPROVEMENTS**

The Contractor shall provide for the construction and improvements to the access bridges and enclosures along the Barrette Drain, for the structures noted, as follows:

#### **Bridges # 4 and 5**

The Contractor shall completely restore the existing headwalls and any end protection that currently exists. The Contractor shall load up, haul away, and dispose of any unsuitable materials. The bridge end treatments shall be repaired in accordance with the requirements in **Appendix "REI-C"** with the Contractor providing all labour, additional materials, and equipment necessary for the works. All disturbed areas shall be restored with topsoil, seed and mulch as set out above.

#### **New Replacement Bridges # 7, 9, 10, 11, 12, and 14**

The Contractor shall completely remove the existing topsoil and vegetation in the area of the proposed new replacement bridge and clean out the drain bottom. The Contractor shall completely remove the existing bridge, headwalls and any end protection that currently exists. The Contractor will then be required to install the new aluminized steel pipe as set out in the chart forming part of the details for the bridge on the plans and the specifications noted above. The Contractor shall install sloped quarried limestone on filter cloth protection on each end. The Contractor shall protect any tile outlets on the banks at each end of the structure and divert and extend same as necessary to accommodate the replacement culvert. All work shall be carried out in accordance with these specifications and the requirements in **Appendix "REI-C"**.

All other bridges shall be completely cleaned out to restore their capacity with all removed materials loaded up, hauled away, and disposed of by the Contractor at its expense as part of the drain cleaning work, and in accordance with excess soil management requirements.

#### **XVI. GENERAL CONDITIONS**

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility, or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Essex and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Essex or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Town road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled

portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent, and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) During the course of the project the Contractor shall deal with any excess soil management from the project in accordance with Ontario Reg 406/19 pursuant to the Environmental Protection Act, R.S.O. 1990, c. E.19 and any subsequent amendments to same.
- j) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses,



the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.

- k) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- l) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

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

- m) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project; and shall name the Town of Essex and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- n) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
  - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
  - ii) proof of advertising
  - iii) a Statutory Declaration, in a form satisfactory to the Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-

Contracts thereunder have expired or have been satisfied, discharged, or provided for by payment into Court.

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

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



## APPENDIX "REI-A"



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

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

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



# Measures to Avoid Causing Harm to Fish and Fish Habitat

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

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

## Measures

- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

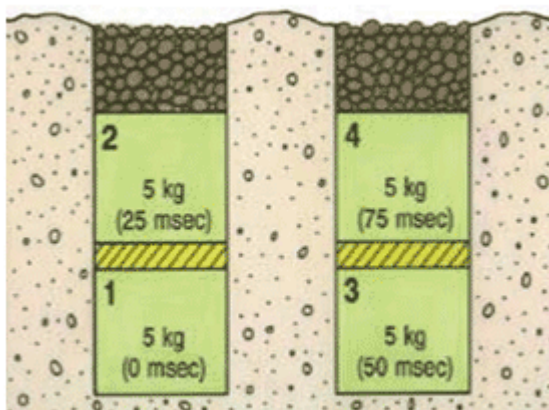


- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has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

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

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

**Figure 1: Sample Blasting Arrangement**



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

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

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

Date modified:  
2013-11-25



## APPENDIX "REI-B"



## **SCHEDULE C**

### **MITIGATION PLAN**

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

#### **PART A. DEFINITIONS**

##### **1. Definitions:**

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

"DFO" means Fisheries and Oceans Canada;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **2. Process Charts**

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

### **3. Review of Documentation**

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

### **4. Sensitive Areas Maps**

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

### **5. Prior Notification to Seek Direction**

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
  - (a) in a place;
  - (b) at a time; or
  - (c) in a manner,that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

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

5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:

- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*; or
- (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.

5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

**6. General Mitigation Measures**

6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:

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

## **PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES**

#### **7. Activities undertaken in Sensitive Areas for Mussels**

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

### **ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES**

#### **8. Training and Required On Site Materials for Turtles**

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

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

- 9.1. Subject to section 9.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
  - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
  - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
  - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and
  - (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.
- 9.2. Section 9.1 does not apply where the applicable Drainage Works are:
  - (a) in a naturally dry condition;
  - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
  - (c) a closed drain.

## **10. Measures for Encounters with Turtles During a Sensitive Period**

- 10.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
  - (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
  - (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
  - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

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

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

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

- 12.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;

- (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 13.1;
- (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 13.1;
- (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
- (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

### **13. Release of Captured Individuals Outside of a Sensitive Period**

- 13.1. Where uninjured individuals are captured under section 12.1, they shall be released:
  - (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.
- 13.2. Following a release under section 13.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

### **14. Measures for Dead Turtles**

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

## **ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES**

### **15. Training and Required On Site Materials for Snakes**

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

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

- 16.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

16.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:

- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
- (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 20.1; and
- (c) remove the temporary snake barriers immediately upon completion of the Activity.

16.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

#### **17. Measures for Encounters with Snakes During a Sensitive Period**

17.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
- (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
- (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
- (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

#### **18. Measures for Encounters with Snake Nests**

18.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:

- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
- (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
- (c) place all cotton sacks with the captured injured individuals into a Holding Tub;
- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;

- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

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

- 19.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 15;
  - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
  - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 20.1;
  - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 20.1;
  - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

#### **20. Release of Captured Individuals Outside of a Sensitive Period**

- 20.1. Where uninjured individuals are captured under section 19.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.
- 20.2. Following a release under section 20.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

#### **21. Measures for Dead Snakes**

- 21.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:

- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
- (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

#### **ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS**

##### **22. Activities Undertaken in Sensitive Areas for Herbaceous Plants**

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

#### **ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES**

##### **23. Additional Measures for Butternut**

- 23.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
  - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
  - (c) conduct Activities by:
    - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
    - (ii) working around trees,
    - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
    - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
    - (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.



#### **24. Measures for Other Trees**

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

#### **PART D. MONITORING AND REPORTING REQUIREMENTS**

##### **25. Compliance Monitoring.**

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

##### **26. Reporting**

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

##### **27. Review**

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

## APPENDIX "REI-C"



## **STANDARD SPECIFICATIONS** **FOR ACCESS BRIDGE CONSTRUCTION**

### **1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS**

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

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

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

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

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

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

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

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

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

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

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

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

## **2. QUARRIED LIMESTONE ENDWALLS**

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

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

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

## **3. BRIDGE BACKFILL**

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

## **4. GENERAL**

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

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

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

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

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

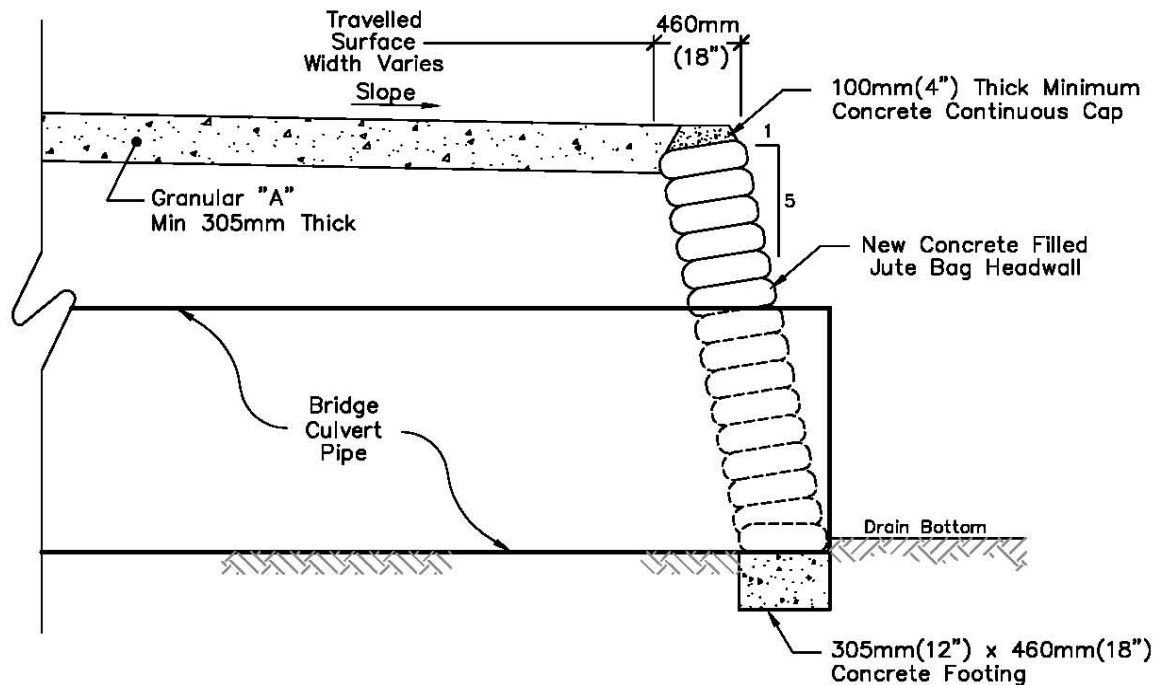
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original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

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

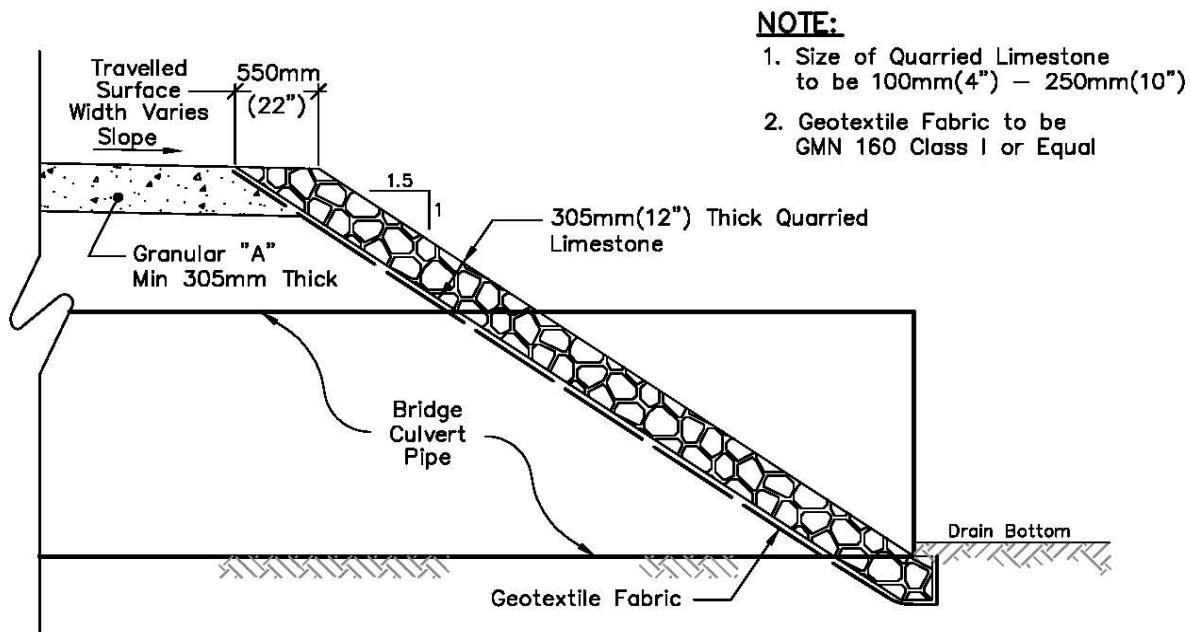
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

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

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



Typical Jute Bag Headwall

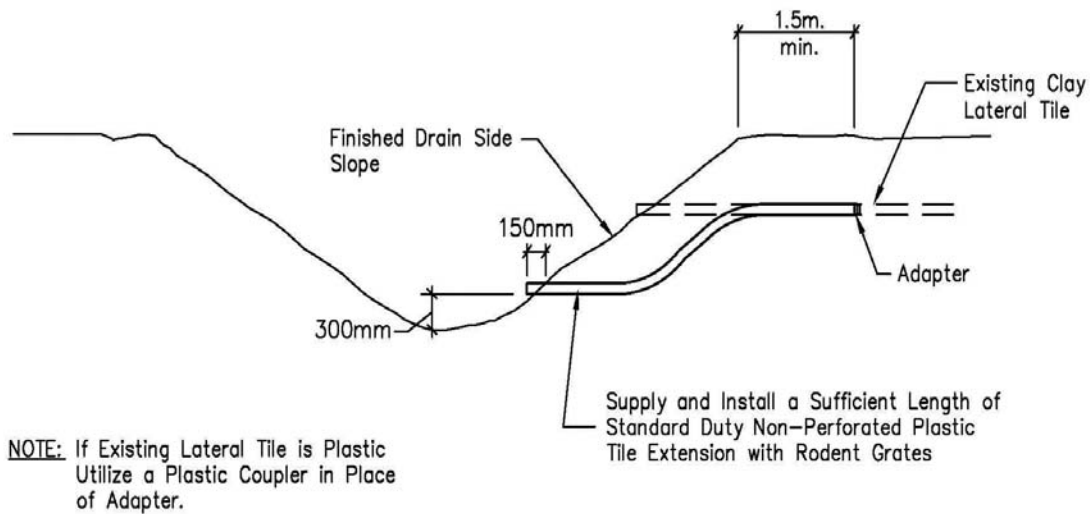


**NOTE:**

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

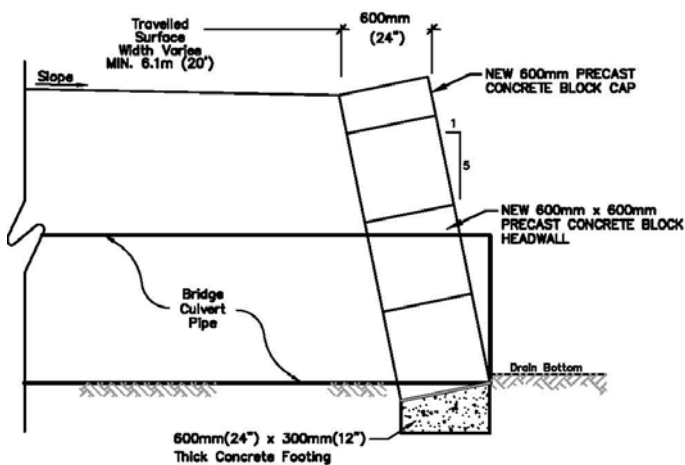
Typical Quarried Limestone End Protection

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



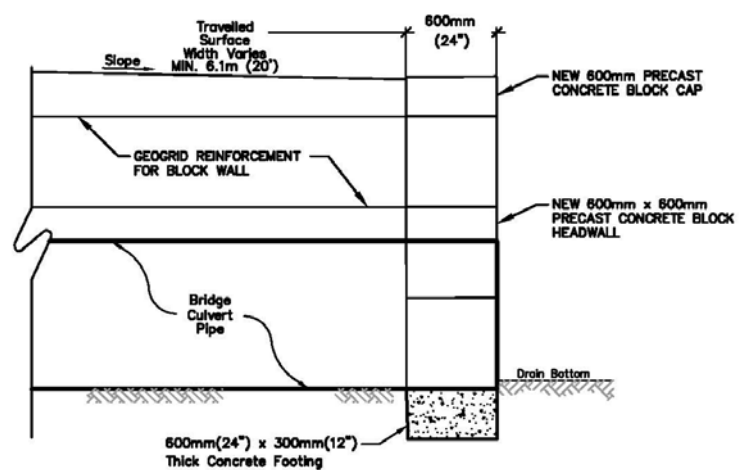
## STANDARD LATERAL TILE DETAIL

N.T.S.



**TYPICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.



**TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.





## APPENDIX "REI-D"

Appendix D – General Conditions and Specifications not required.

## APPENDIX "REI-E"



WATERSHED PLAN, BRIDGE DETAILS, DRAIN PLANS, PROFILES, AND SECTIONS  
OF THE

# BARRETTE DRAIN

(Geographic Township of Colchester North)

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

*Gerard Rood*  
GERARD ROOD, P.ENG.



**ROOD  
ENGINEERING  
INC.**

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: JANUARY 25TH, 2021

## TOWN OF ESSEX

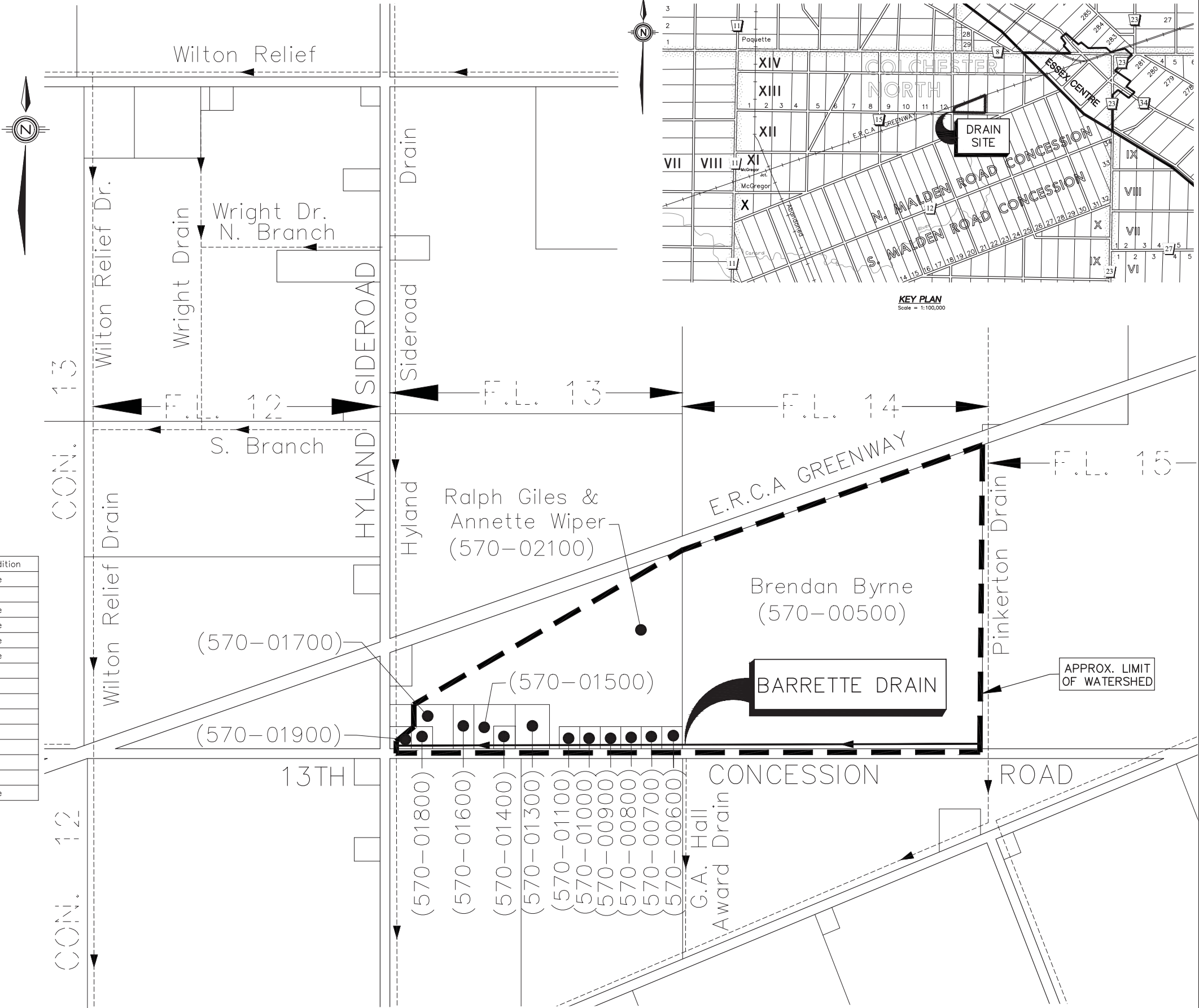
MAYOR: Larry Snively  
CLERK: Robert Auger  
DRAINAGE  
SUPERINTENDENT: Lindsay Dean, B.Sc.

## BENCHMARKS:

- NORTH EAST HEADWALL OF BRIDGE OVER HYLAND SIDEROAD DRAIN. APPROXIMATELY 36M WEST OF MN 13482 DOWNSTREAM PIPE. 3.05M SPAN, 7.92M WIDE. **ELEV: 193.156m**
- TOP OF NUT OF FIRE HYDRANT. LOCATED ACROSS THE ROAD FROM MN 13482, APPROXIMATELY 26M EAST OF THE INTERSECTION BETWEEN HYLAND ROAD & 13 CONCESSION ROAD. **ELEV: 193.411m**
- TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST HEADWALL OF MN 13490. **ELEV: 192.286m**

No.	Roll No.	Owner/s	Bridge No.	Bridge Condition
1	570-00500	Brendan Byrne (MN 13534)	14	Replace
2	570-00600	Donald Brillinger (MN 13520)	13	OK
3	570-00700	Justin Pulleyblank (MN 13516)	12	Replace
4	570-00800	James & Kimberly Battersby (MN 13510)	11	Replace
5	570-00900	Rose Renaud (MN 13514)	10	Replace
6	570-01000	Phillip Lemieux & Laurie Raymont (MN 13508)	9	Replace
7	570-01100	Kyle & Natalie Tetler (MN 13506)	8	OK
8	570-01300	Douglas & Michele Barron (MN 13500)	6	OK
9	570-01400	Roy & Lynn Tetler (MN 13496)	5	OK
10	570-01500	Laura Amlin (MN 13494)	4	OK
11	570-01600	Mark & Margaret Bosse (MN 13490)	3	OK
12	570-01700	Evan & Laura Belanger (MN 13488)	2 (Shared)	OK
13	570-01800	Leo Chauvin & Eileen Matte (MN 13484)	2 (Shared)	OK
14	570-01900	Edward Lepain (MN 13482)	1	OK
15	570-02100	Ralph Giles & Annette Wiper (MN 13007)	7	Replace

## WATERSHED PLAN - ROLL INFO

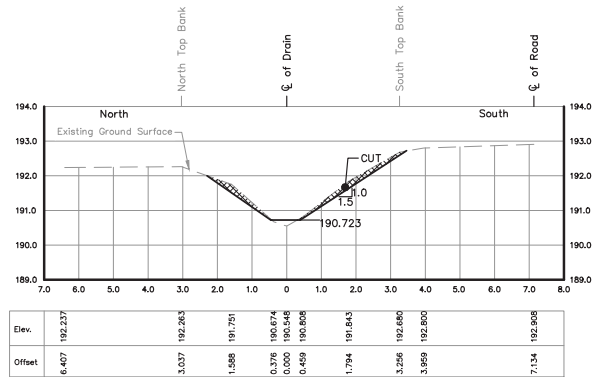


**WATERSHED PLAN**  
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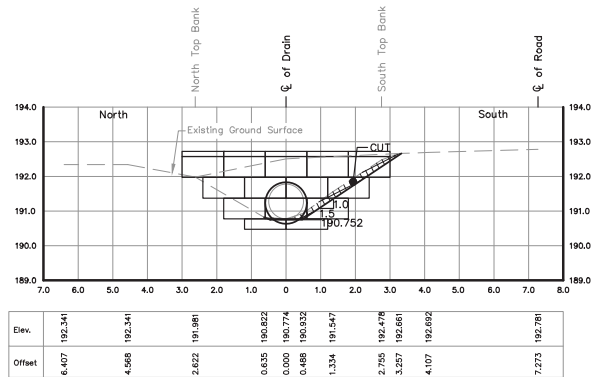
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: M.A.  
PLOT CODE: 1:1  
COMPUTER FILE: RE120200009.DWG

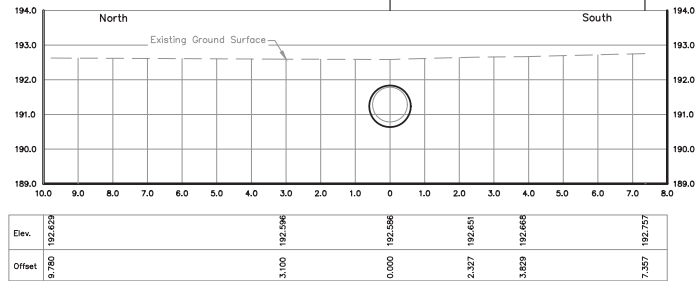




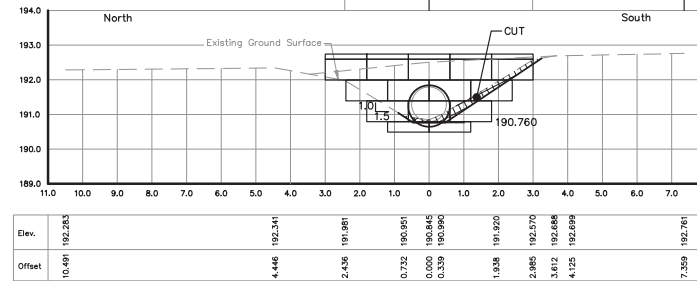
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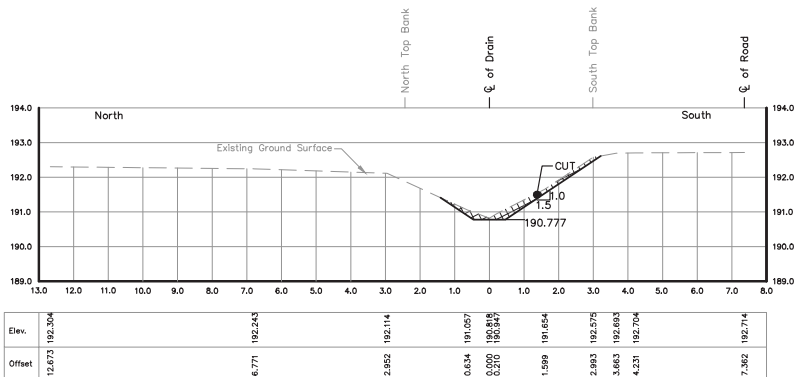
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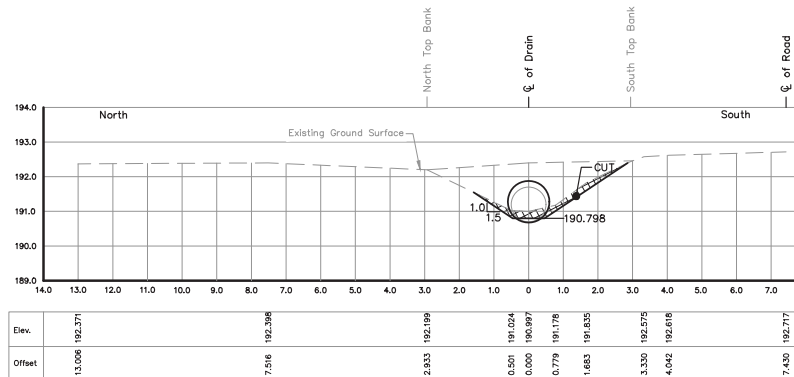
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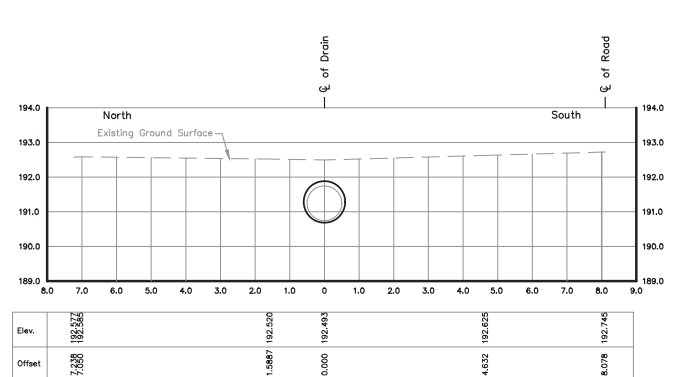
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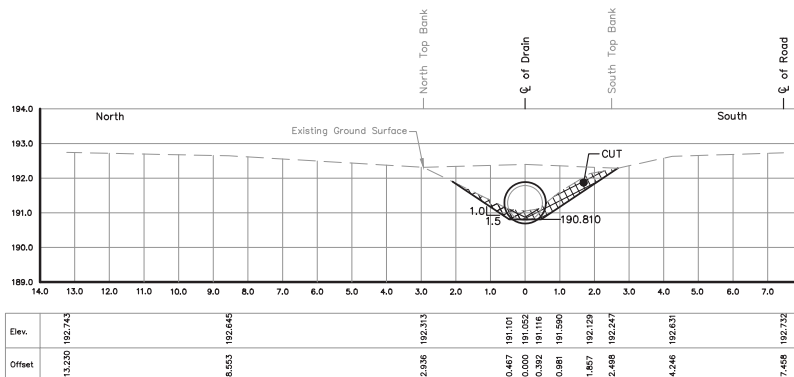
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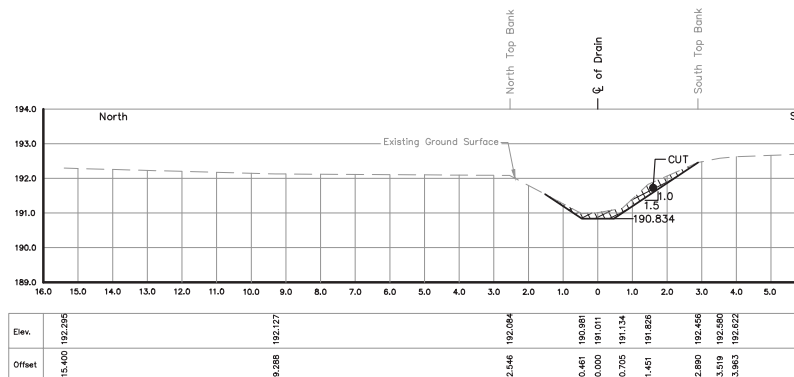
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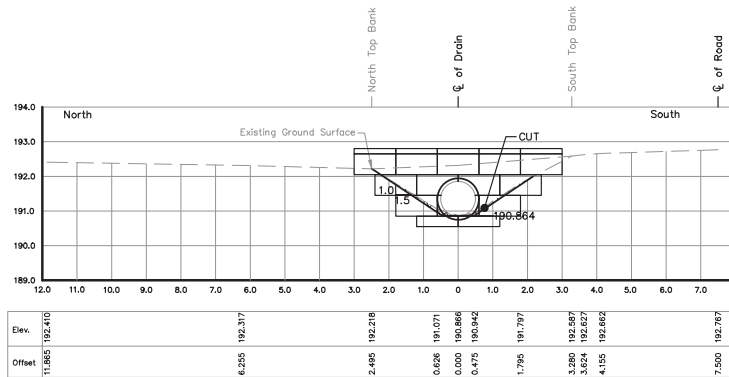
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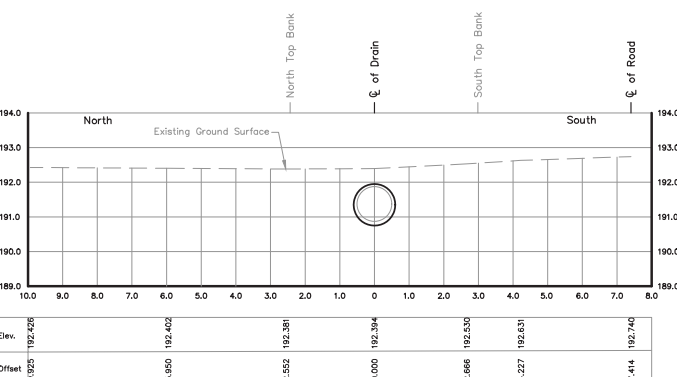
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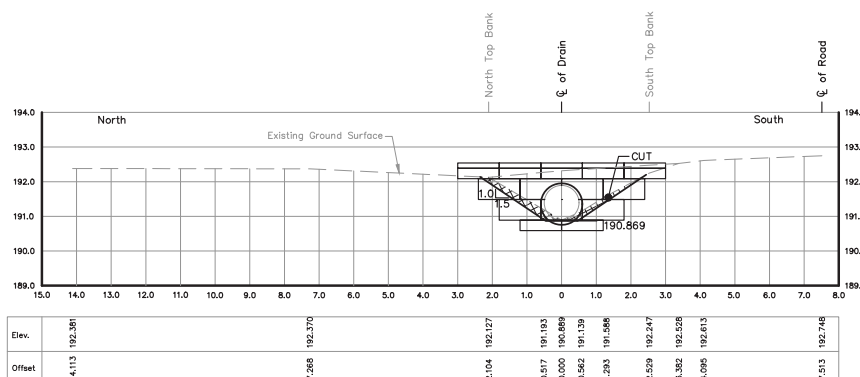
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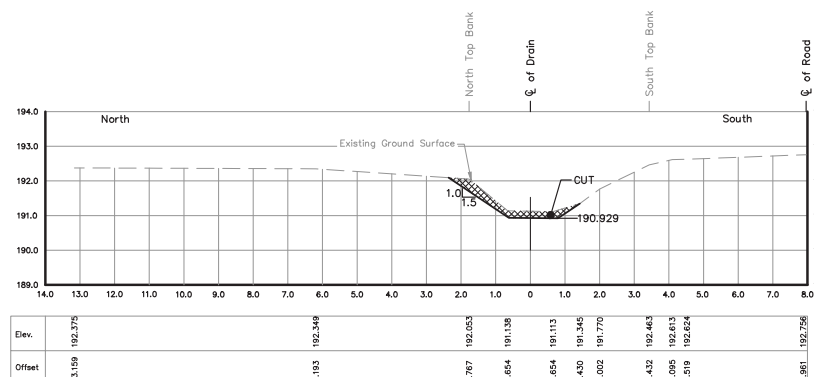
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STA 0+156.0  
Scale = 1:100



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Scale = 1:100

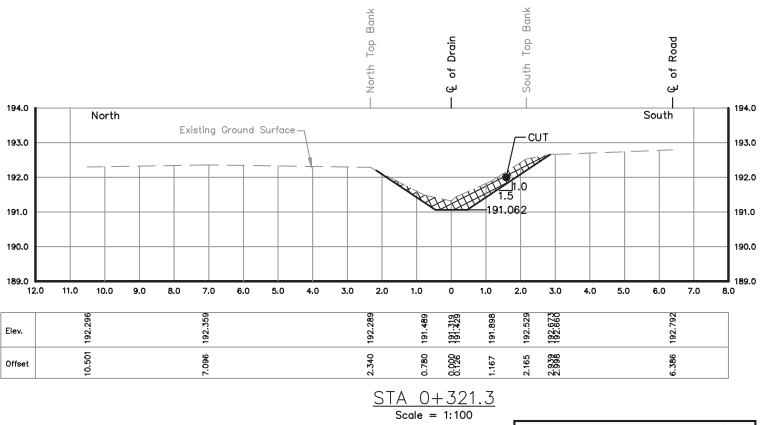
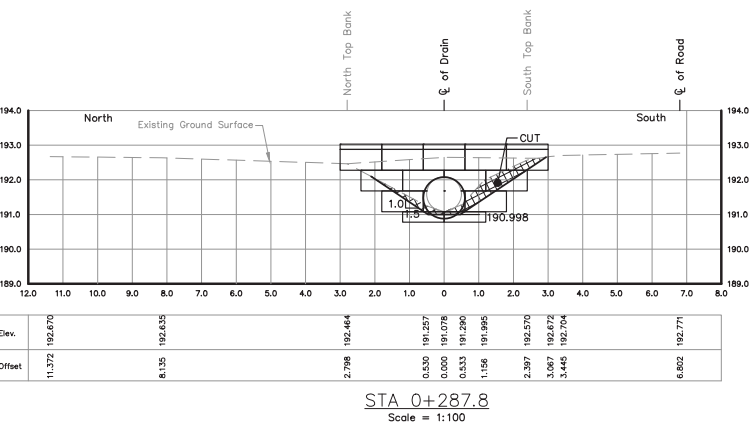
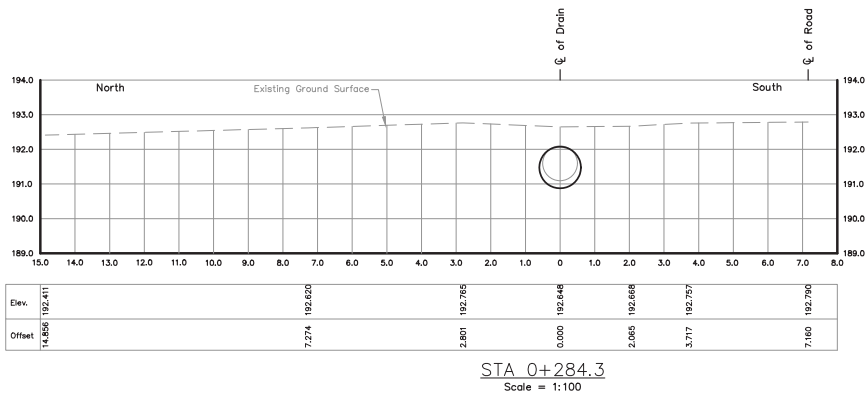
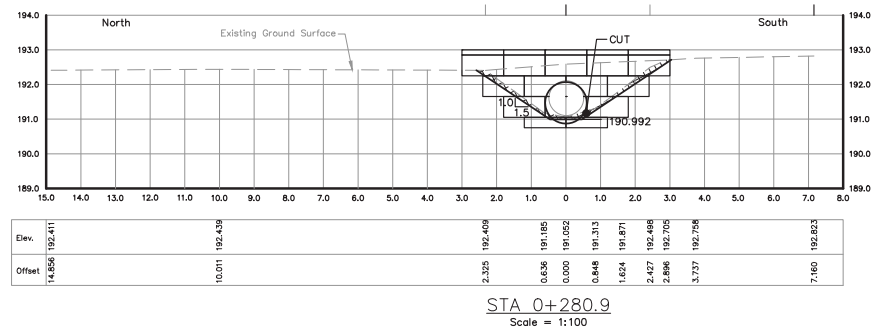
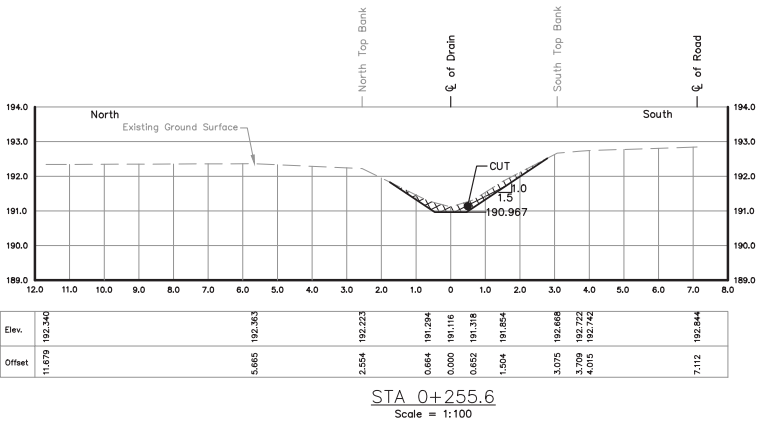
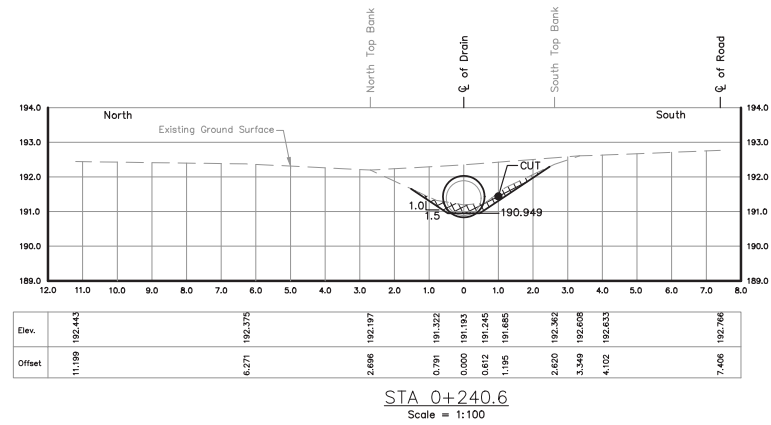
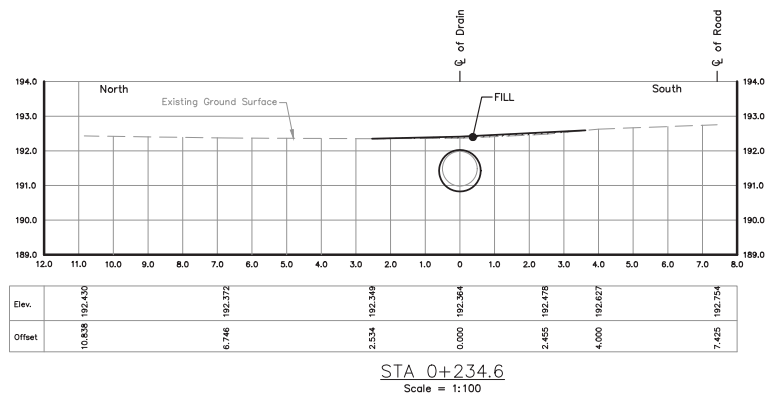
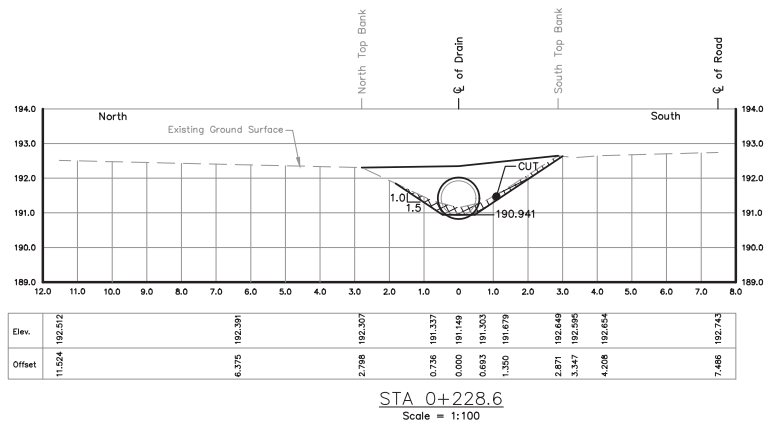
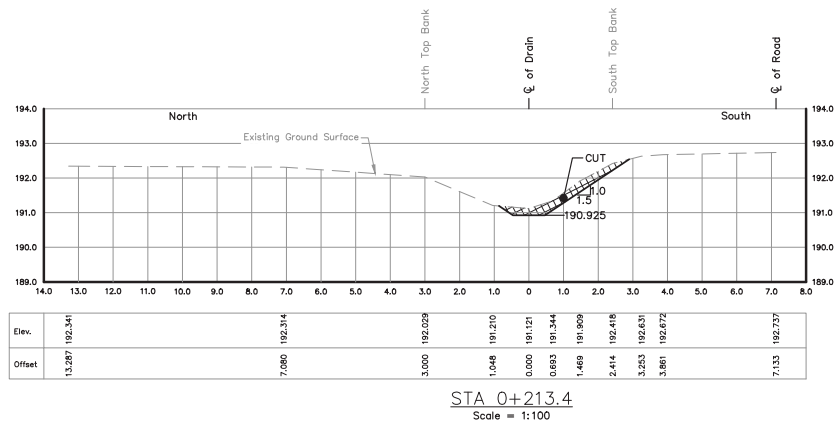
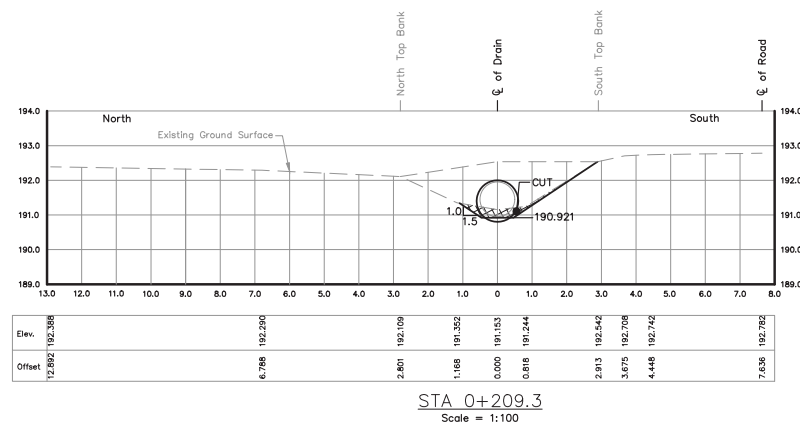
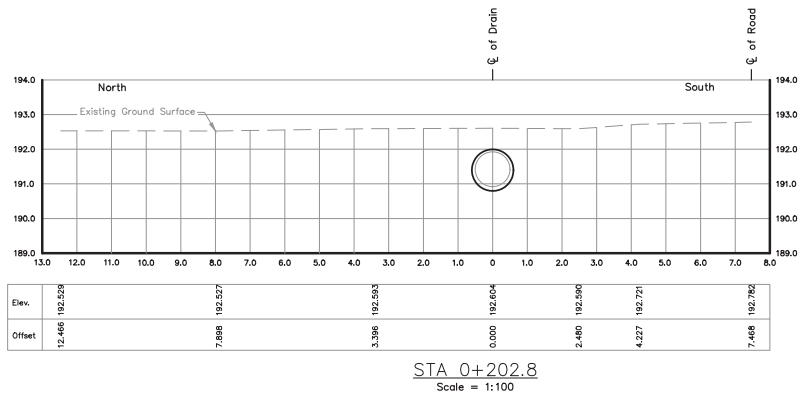
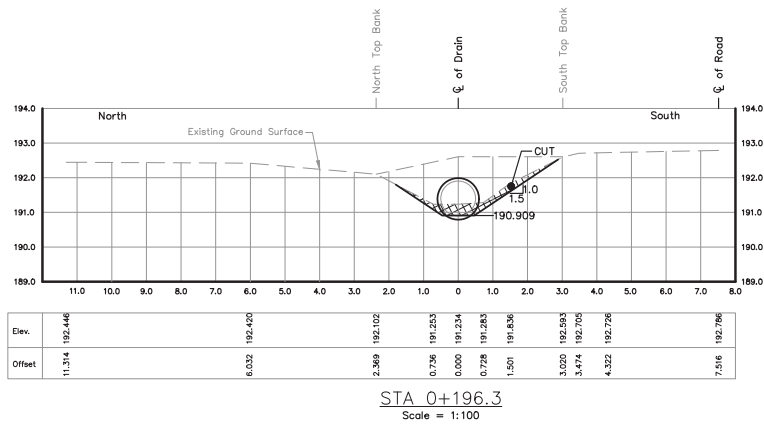


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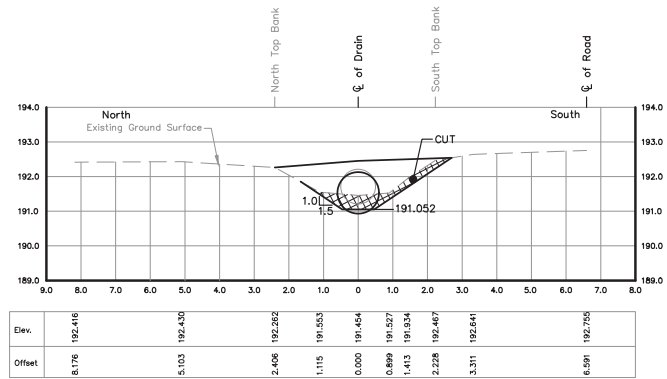
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: M.A.  
PLOT CODE: 11-1  
COMPUTER FILE: REI2020D009.DWG  
FILE No.: SHEET No.:  
REI2020D009

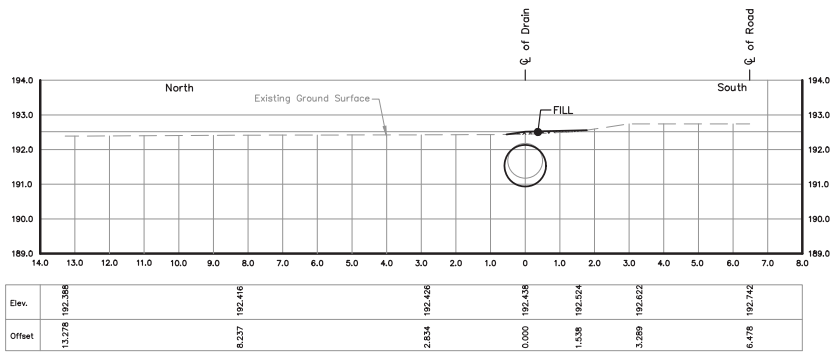




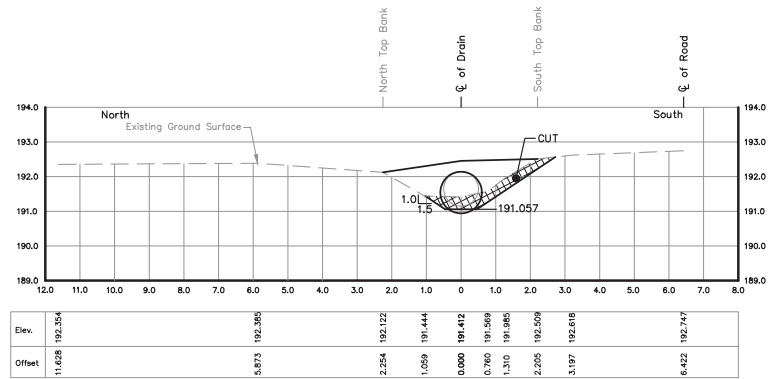
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
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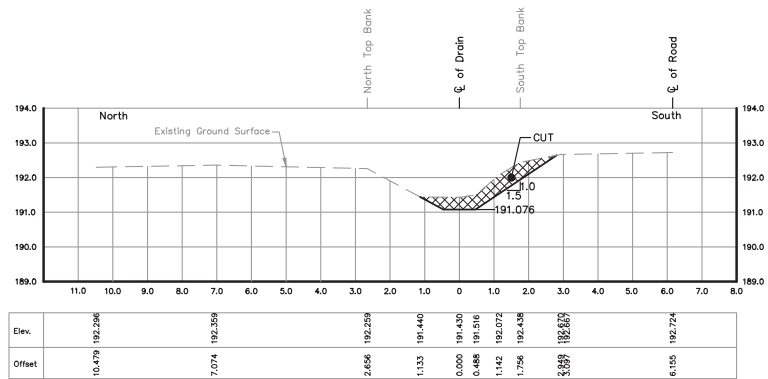
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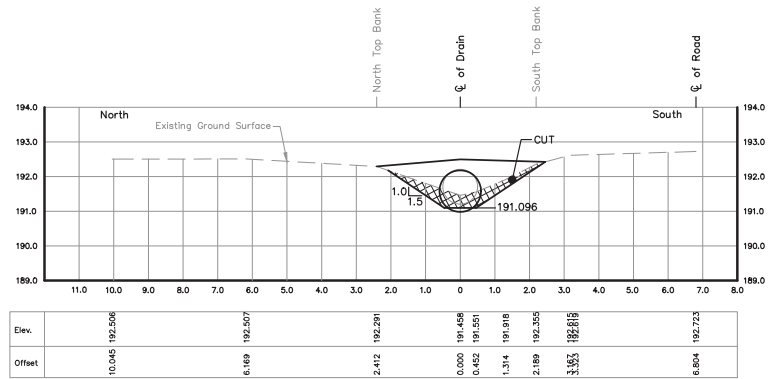
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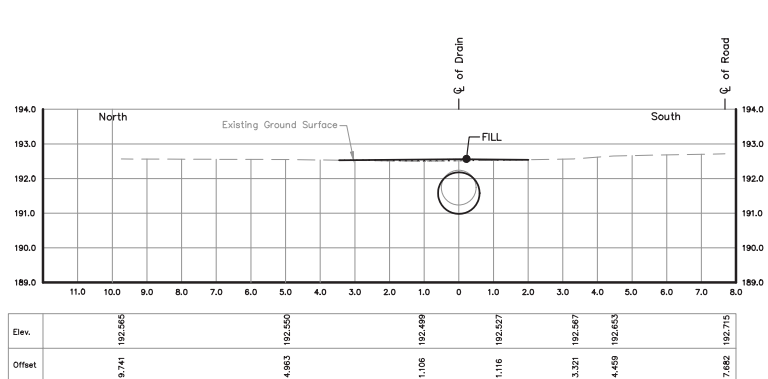
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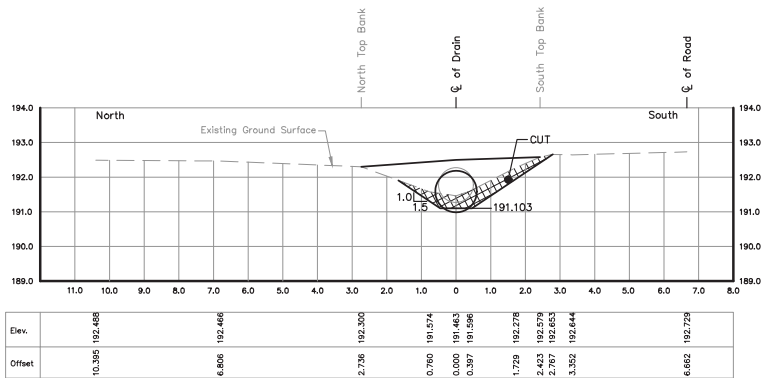
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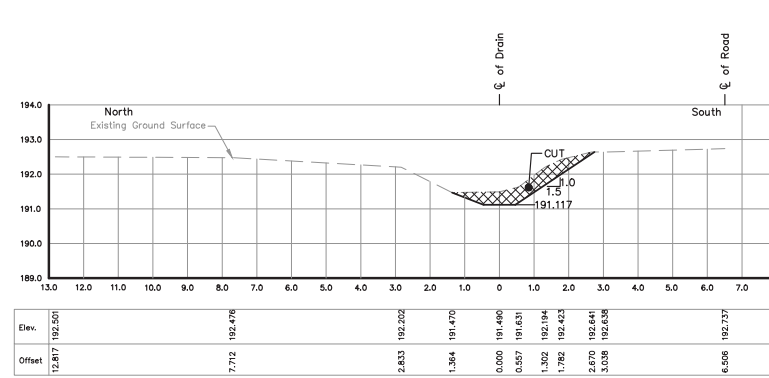
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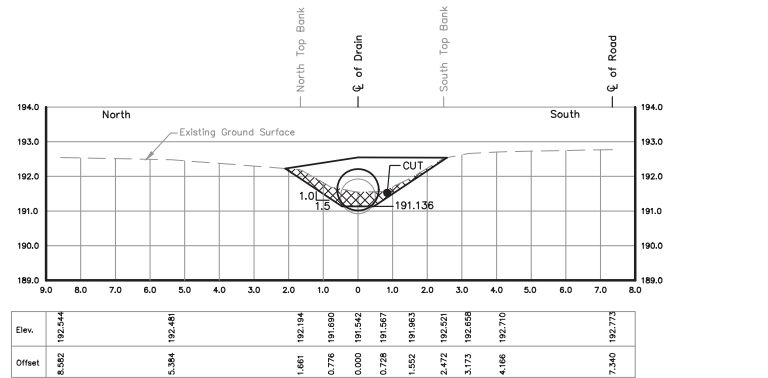
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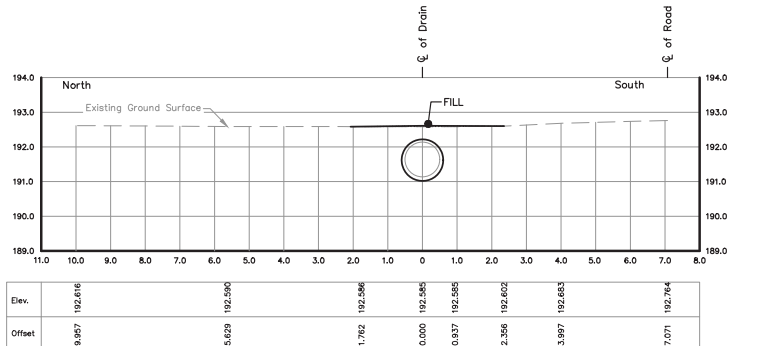
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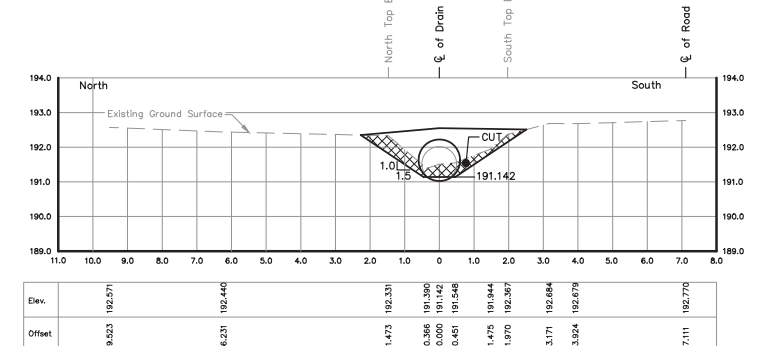
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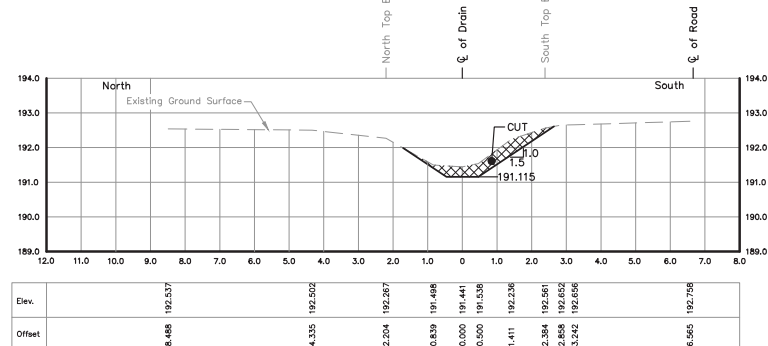
STA 0+424.8



STA 0+430.8



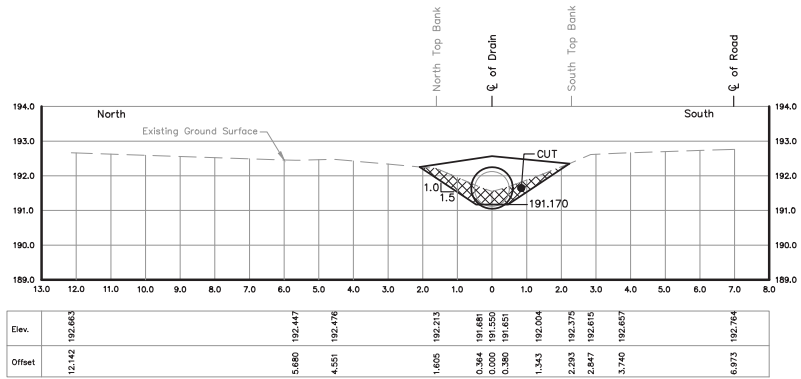
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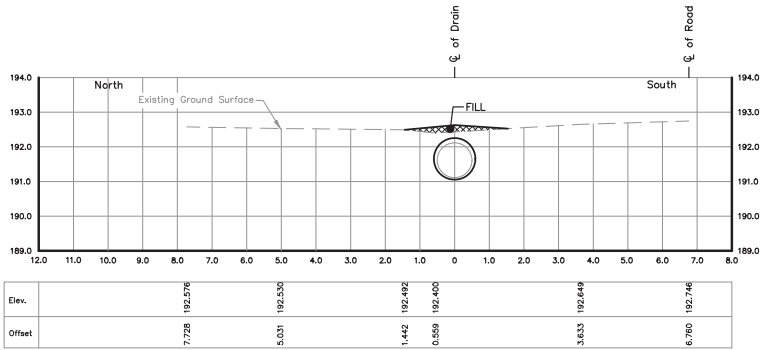
STA 0+447.1

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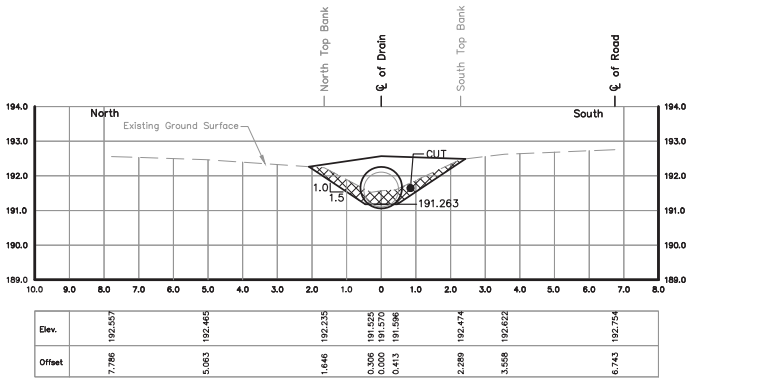
DRAWN BY: M.A.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2020D009.DWG  
FILE NAME: REI2020D009.DWG  
SHEET: 207 of 497



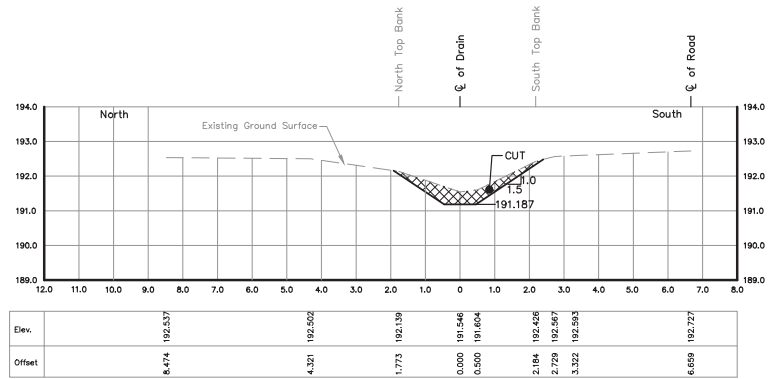
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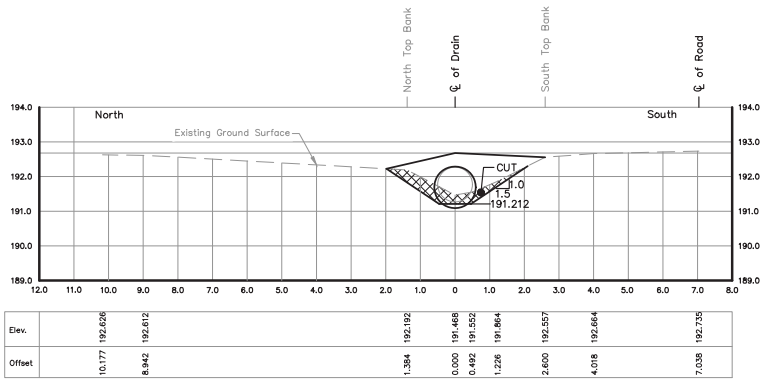
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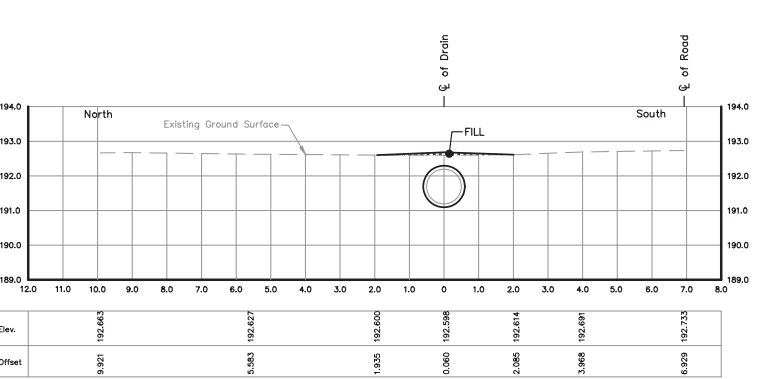
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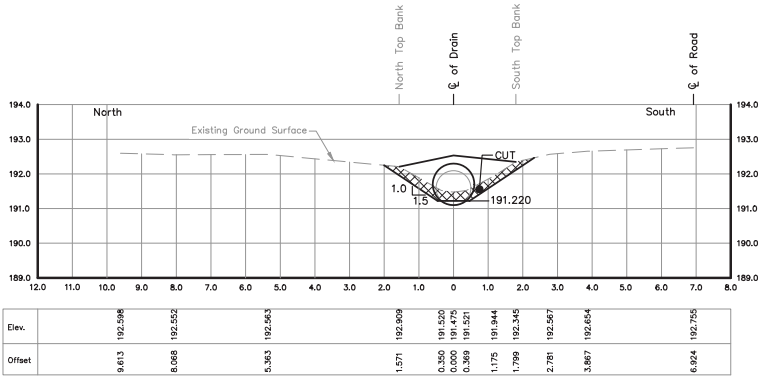
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STA 0+501.3

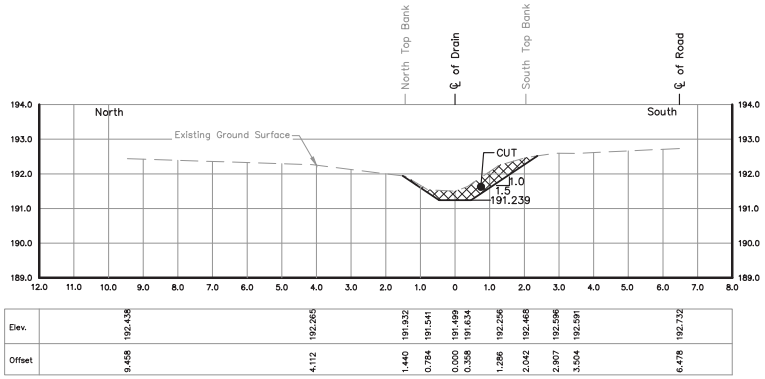


STA 0+507.3



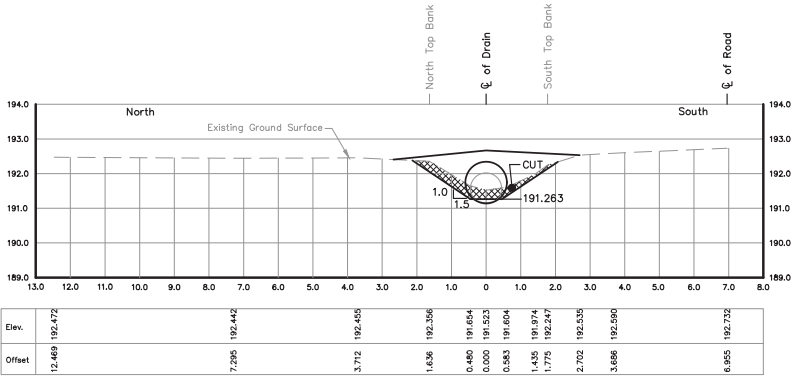
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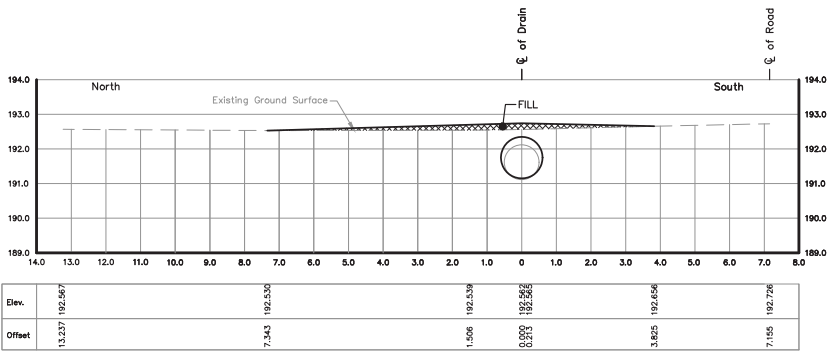
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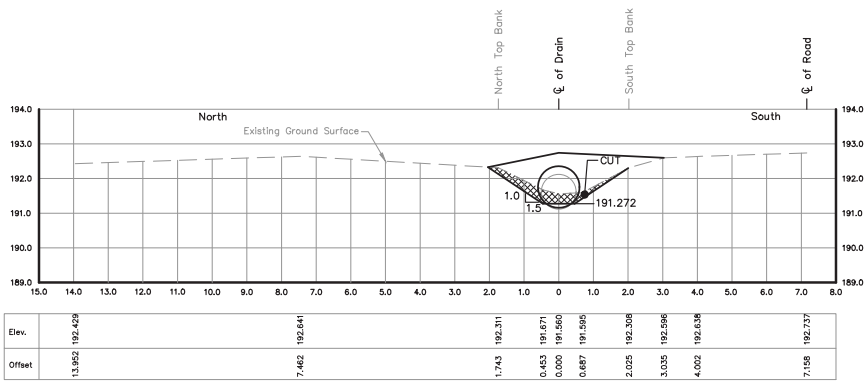
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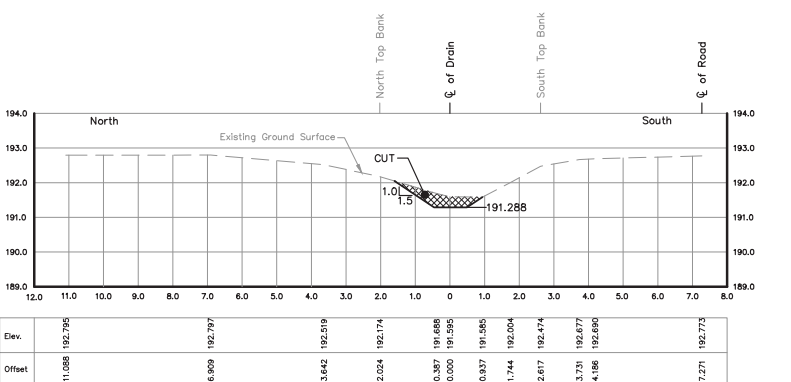
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Scale = 1:100



STA 0+569.2

Scale = 1:100

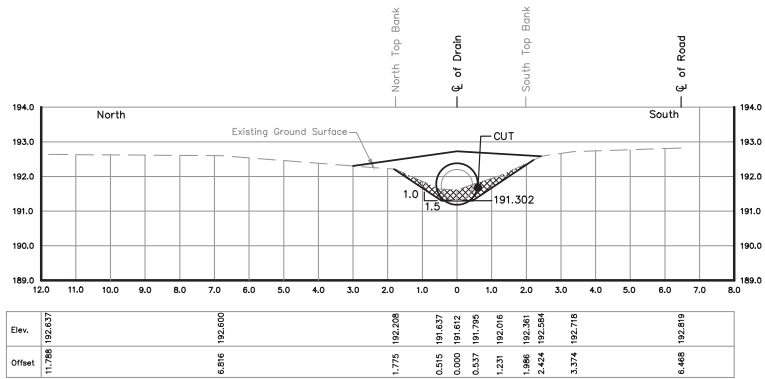


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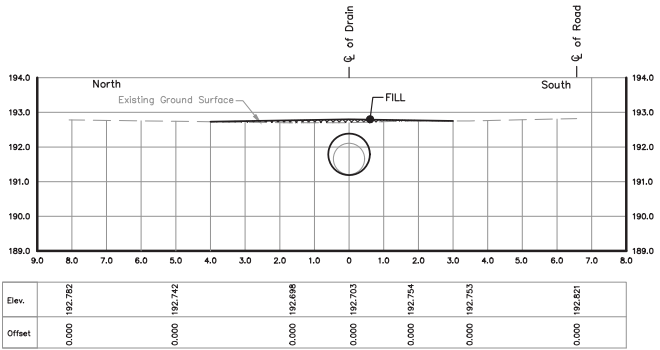
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THESE PLANS HAVE BEEN REDUCED  
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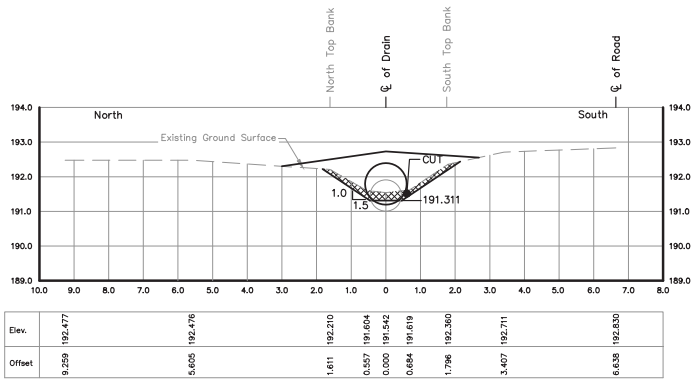
DRAWN BY: M.A.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2020D009.DWG  
FILE NAME: REI2020D009.DWG  
SHEET: 403 of 497



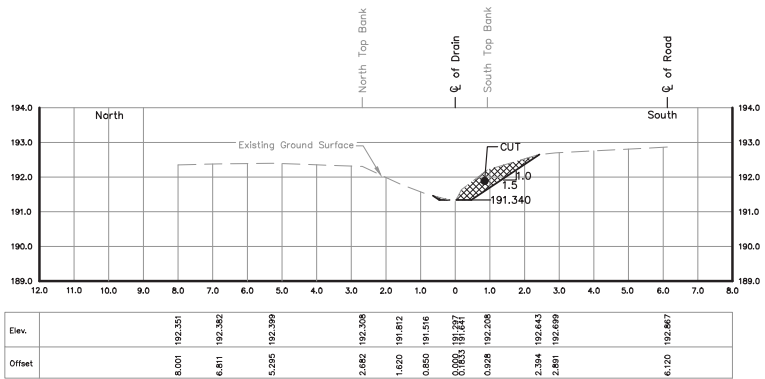
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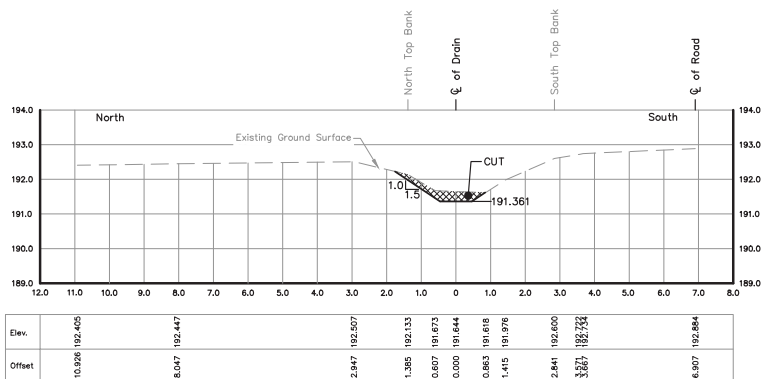
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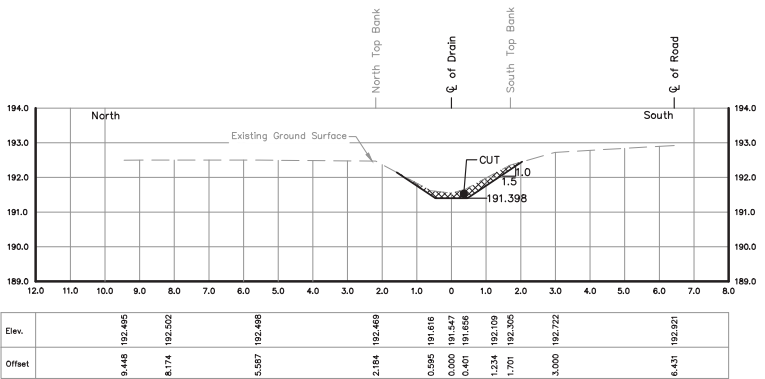
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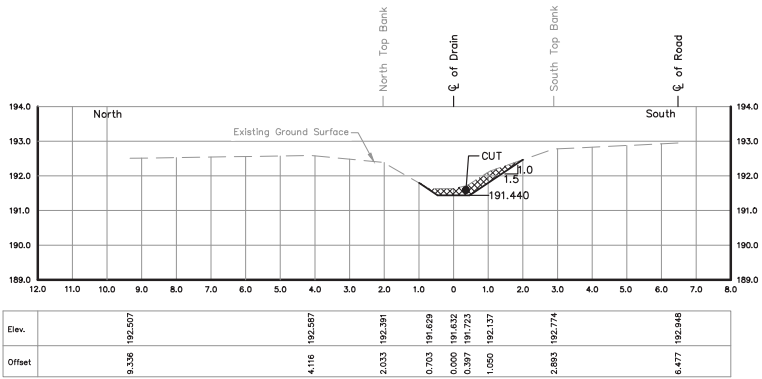
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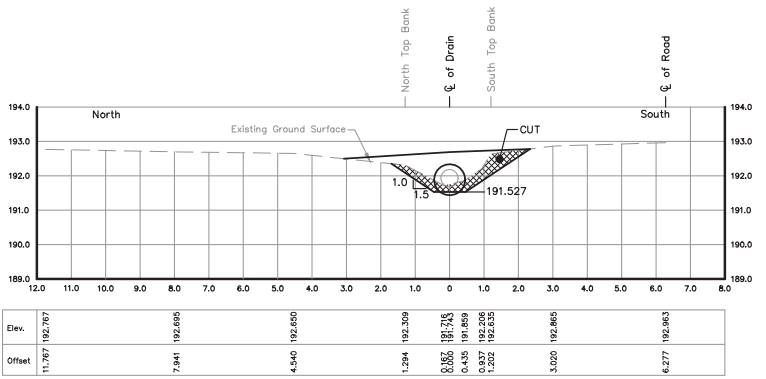
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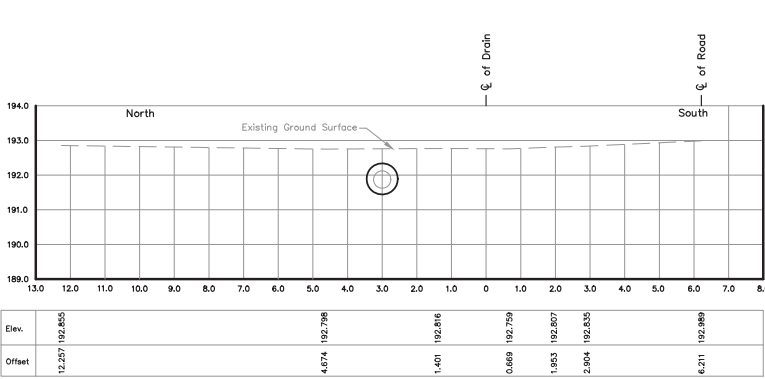
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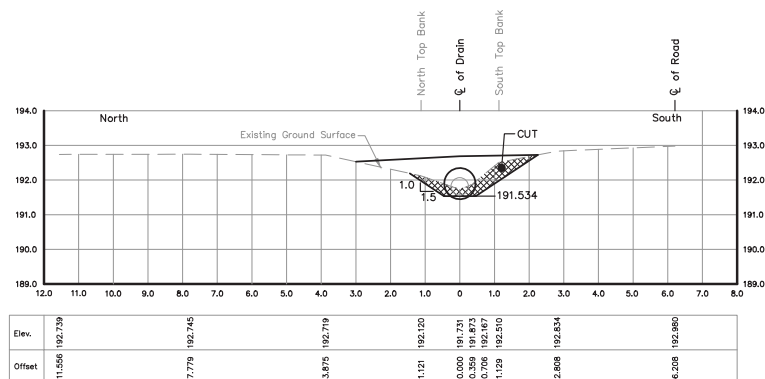
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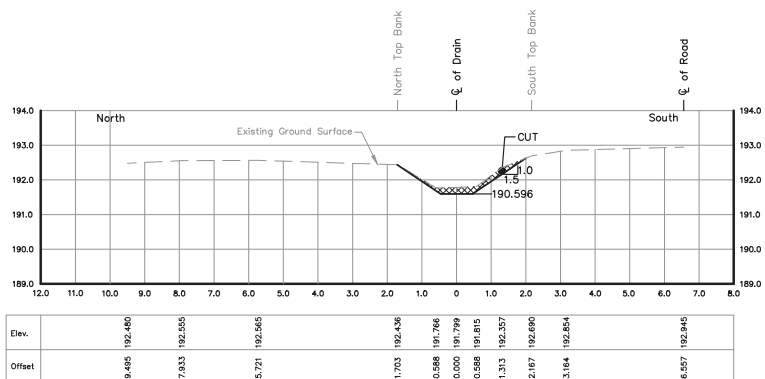
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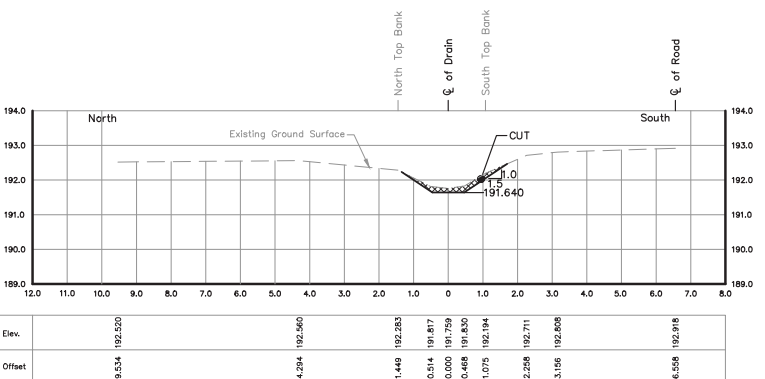
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STA 0+834.8  
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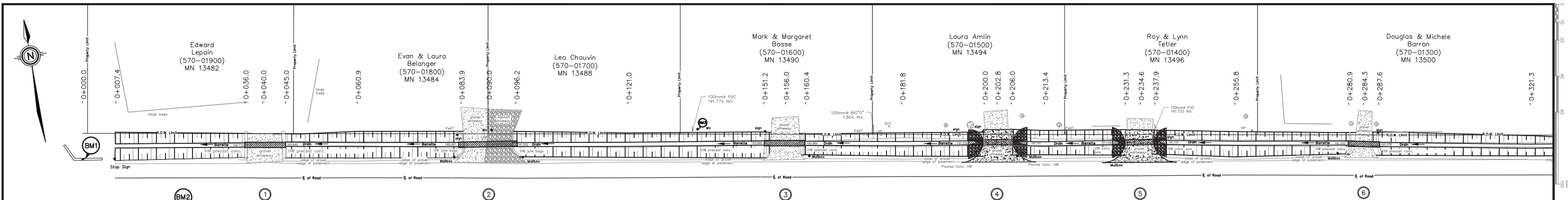
STA 0+894.9  
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STA 0+940.8  
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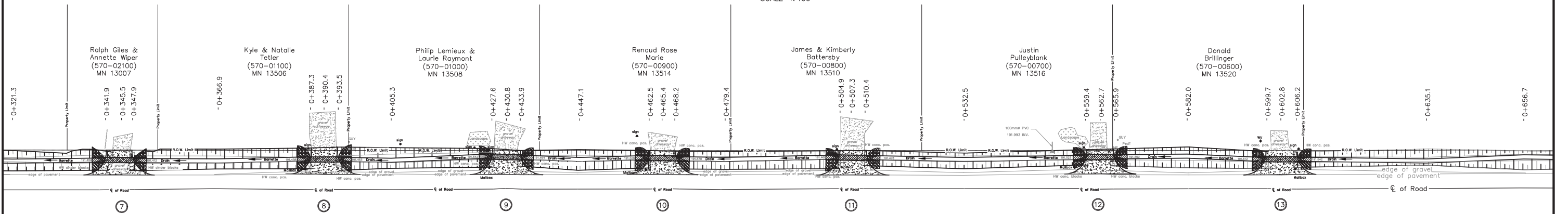
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: M.A.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2020D009.DWG  
FILE NAME: REI2020D009.DWG  
SHEET NO: 497



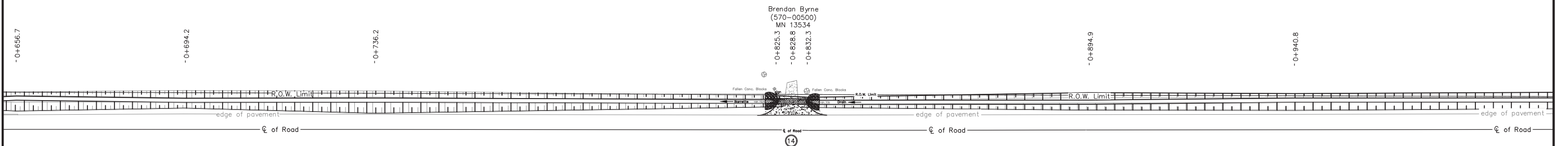
**BARRETTE DRAIN PLAN - STA 0+000 TO 0+321.3**

SCALE=1:400



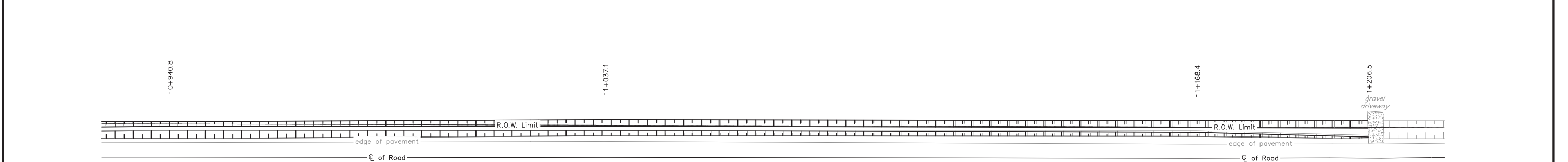
**BARRETTE DRAIN PLAN - STA 0+321.3 TO 0+656.7**

SCALE=1:400



**BARRETTE DRAIN PLAN - STA 0+656.7 TO 0+940.8**

SCALE=1:400



**BARRETTE DRAIN PLAN - STA 0+940.8 TO 1+206.5**

SCALE=1:400

**BENCHMARKS:**

1. NORTH EAST HEADWALL OF BRIDGE OVER HYLAND SIDEROAD DRAIN. APPROXIMATELY 36M WEST OF MN 13482 DOWNSTREAM PIPE. 3.05M SPAN, 7.92M WIDE. **ELEV: 193.156m**
2. TOP OF NUT OF FIRE HYDRANT. LOCATED ACROSS THE ROAD FROM MN 13482, APPROXIMATELY 26M EAST OF THE INTERSECTION BETWEEN HYLAND ROAD & 13 CONCESSION ROAD. **ELEV: 193.411m**
3. TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST HEADWALL OF MN 13490. **ELEV: 192.286m**

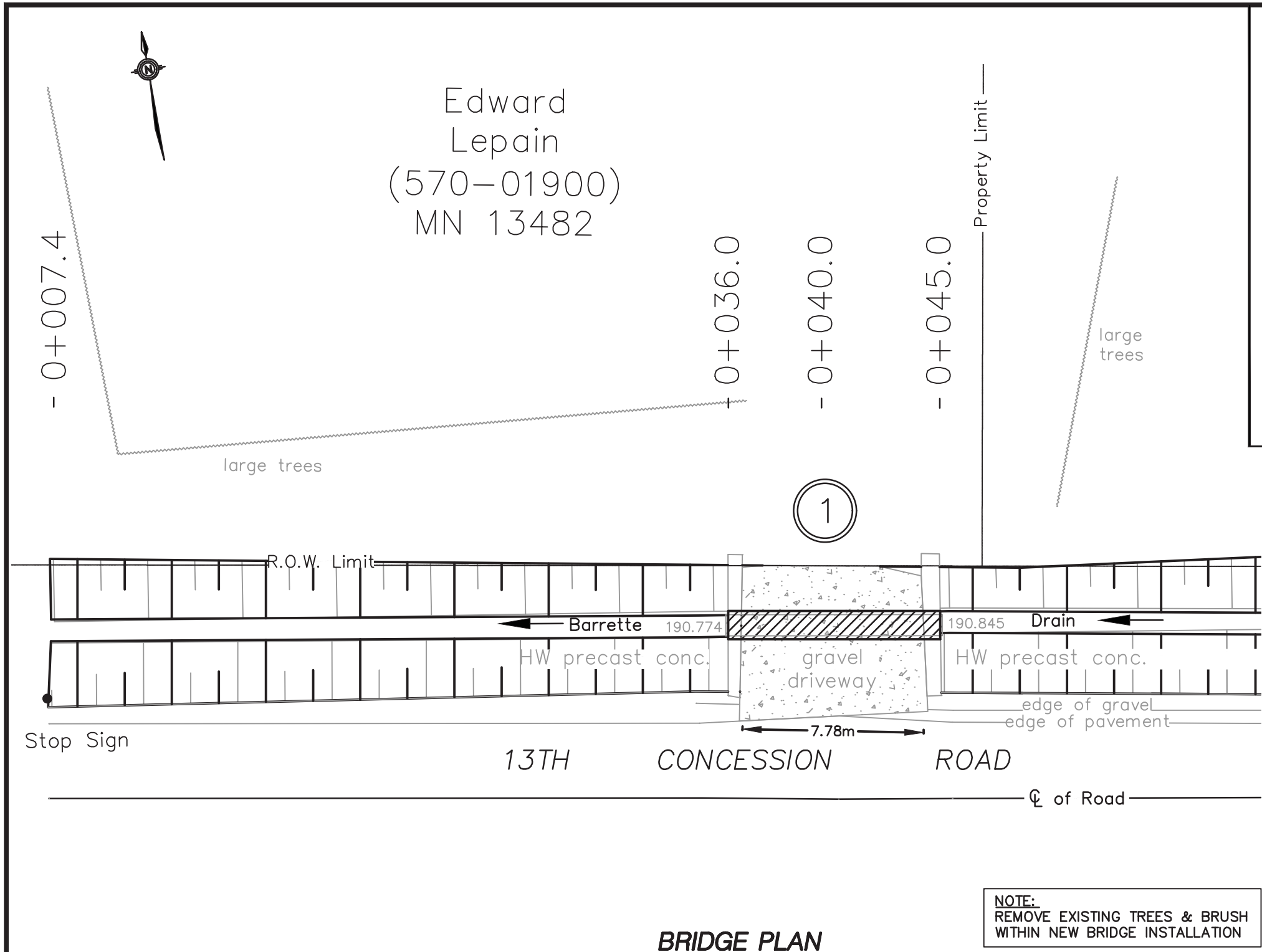
**PIPE LEGEND:**

- |                                       |  |
|---------------------------------------|--|
| ① 900mmØ CSP, 9.20m (30.2ft) length   | ⑧ 1000mmØ CSP, 6.15m (20.2ft) length                 |
| ② 1100mmØ CSP, 11.60m (38.1ft) length | ⑨ 900mmØ CSP, 6.20m (20.3ft) length                  |
| ③ 1050mmØ CSP, 9.00m (29.5ft) length  | ⑩ 900mmØ CSP, 5.50m (18.0ft) length                  |
| ④ 1050mmØ CSP, 6.15m (20.2ft) length  | ⑪ 1000mmØ CSP, 5.60m (18.4ft) length                 |
| ⑤ 1050mmØ CSP, 6.20m (20.3ft) length  | ⑫ 1050mmØ CSP, 6.10m (20.0ft) length                 |
| ⑥ 1000mmØ CSP, 6.60m (21.7ft) length  | ⑬ 900mmØ CSP, 6.20m (20.3ft) length                  |
| ⑦ 1100mmØ CSP, 6.10m (20.0ft) length  | ⑭ 500mmØ PVC, 4.00m (13.1ft), buried, approx. length |

THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
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DRAWN BY: M.A.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2020D009.DWG  
FILE No.: 1  
SHEET No.: 1  
Page 28 of 49

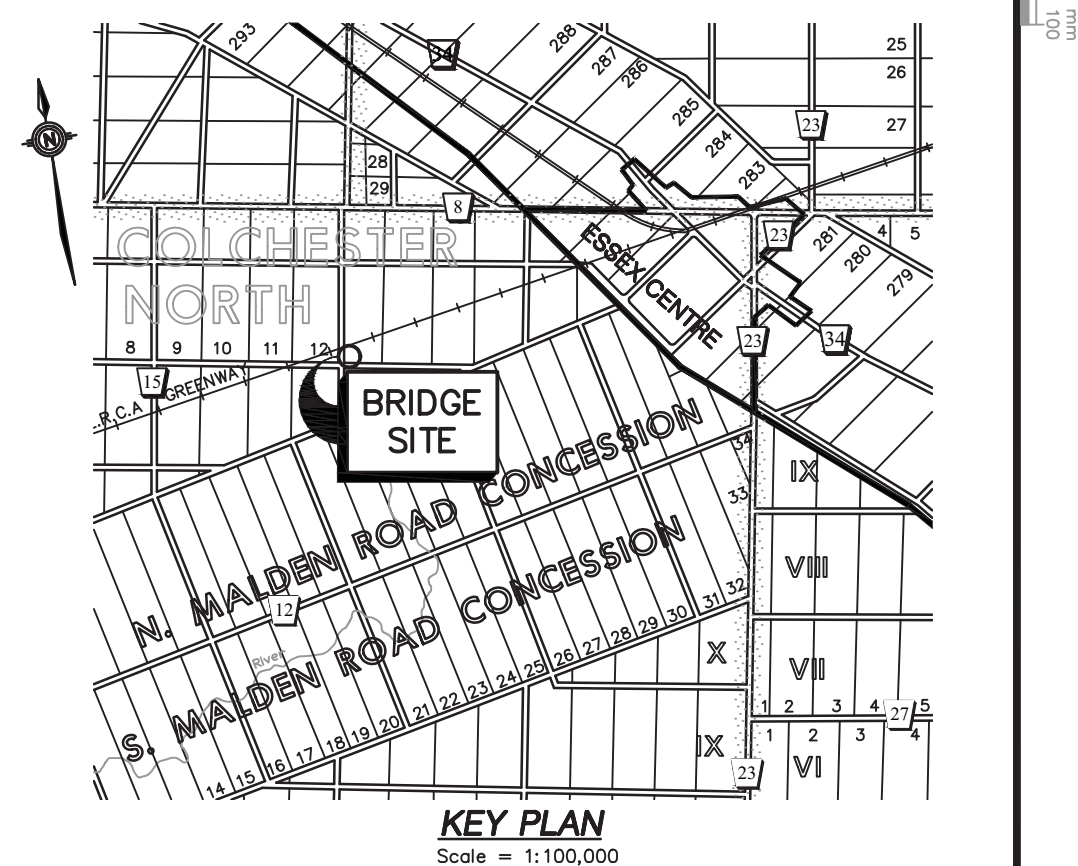
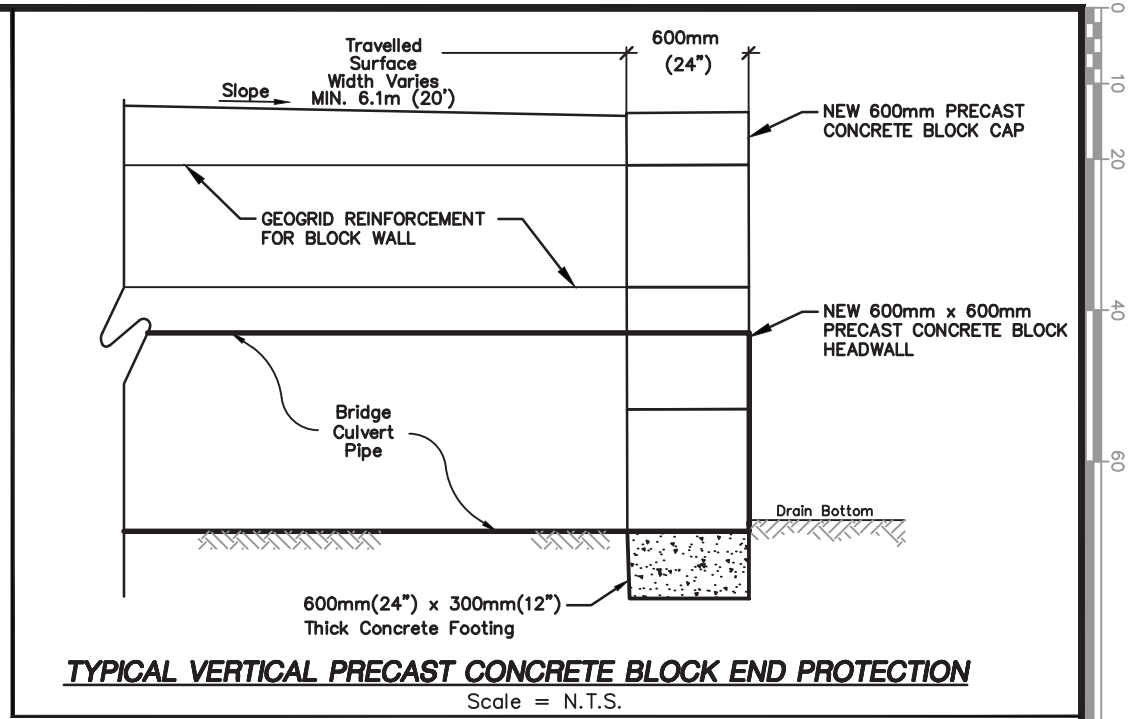




FUTURE MAINTENANCE

<b>BENCHMARK:</b> TOP OF NUT OF FIRE HYDRANT. LOCATED ACROSS THE ROAD FROM MN 13482, APPROXIMATELY 26M EAST OF THE INTERSECTION BETWEEN HYLAND ROAD & 13TH CONCESSION ROAD. <b>ELEV: 193.411m</b>					
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	9.0m (29.53 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.640m DOWNSTREAM INV. (W) = 190.632m CL TOP OF DRIVEWAY = 192.586m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR EDWARD LEPAIN (570-01900)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



**ROOD  
ENGINEERING  
INC.**

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2021-01-25

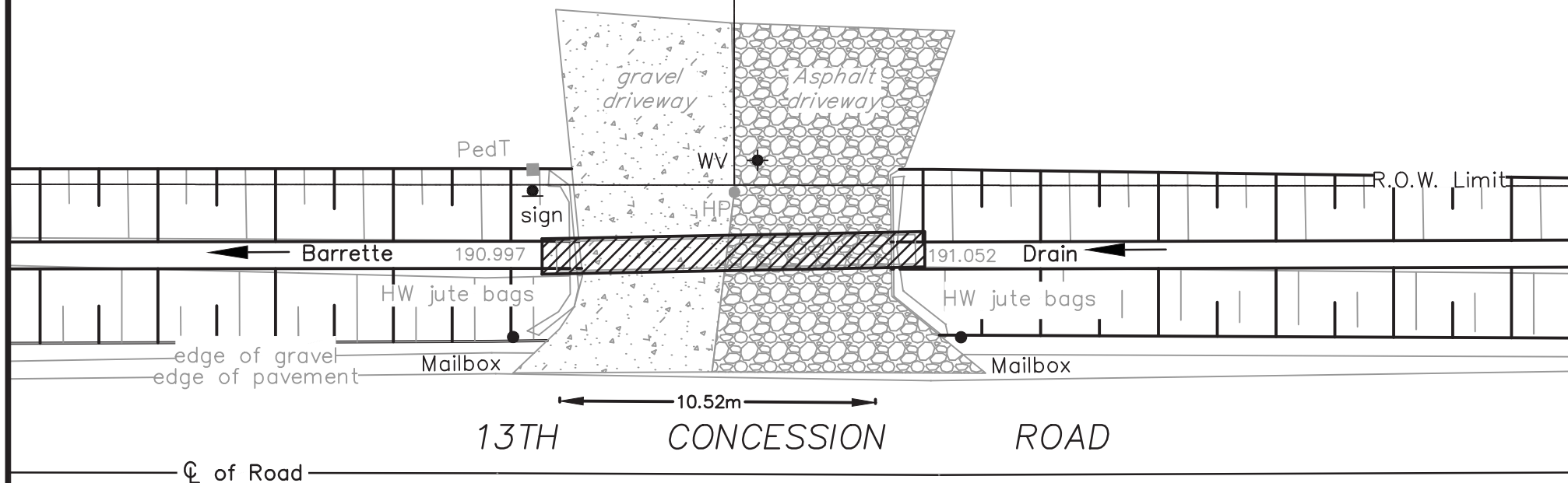
FILE No.: <b>2020D009</b>	DRAWN BY: M.A. PLOT CODE: 1:1 FILE: REI2020D009.DWG	APPENDIX 'E' <b>1 OF 14</b>
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Leo Chauvin &  
Eileen Matte  
(570-01800)  
MN 13484

Evan & Laura  
Belanger  
(570-01700)  
MN 13488

0+083.9  
0+090.0 - Property Limit  
②  
0+096.2



**BRIDGE PLAN**  
SCALE = 1:200

NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

**FUTURE MAINTENANCE**

BENCHMARK:  
TOP OF NUT OF FIRE HYDRANT. LOCATED ACROSS THE ROAD FROM MN 13482,  
APPROXIMATELY 26M EAST OF THE INTERSECTION BETWEEN HYLAND ROAD &  
13TH CONCESSION ROAD.

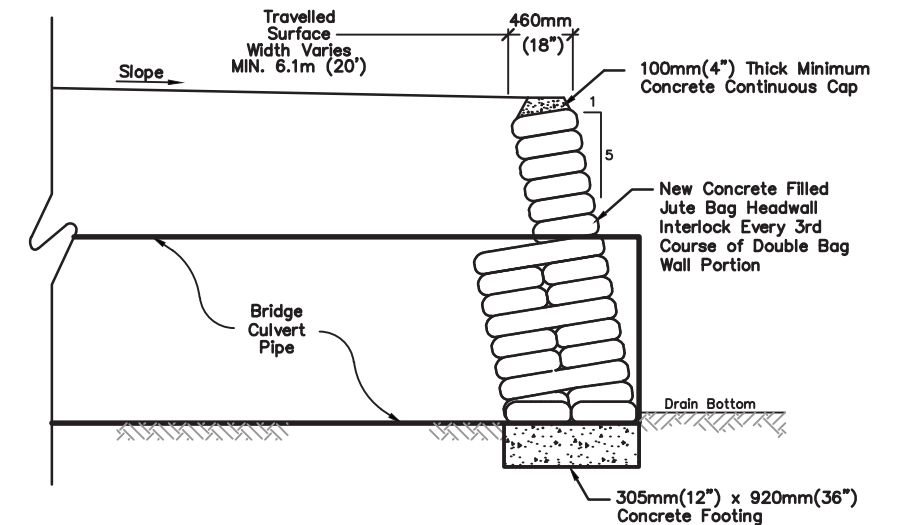
**ELEV: 193.411m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	13.0m (42.65 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.690m DOWNSTREAM INV. (W) = 190.678m ℄ TOP OF DRIVEWAY = 192.493m DRAIN GRADE = 0.09%

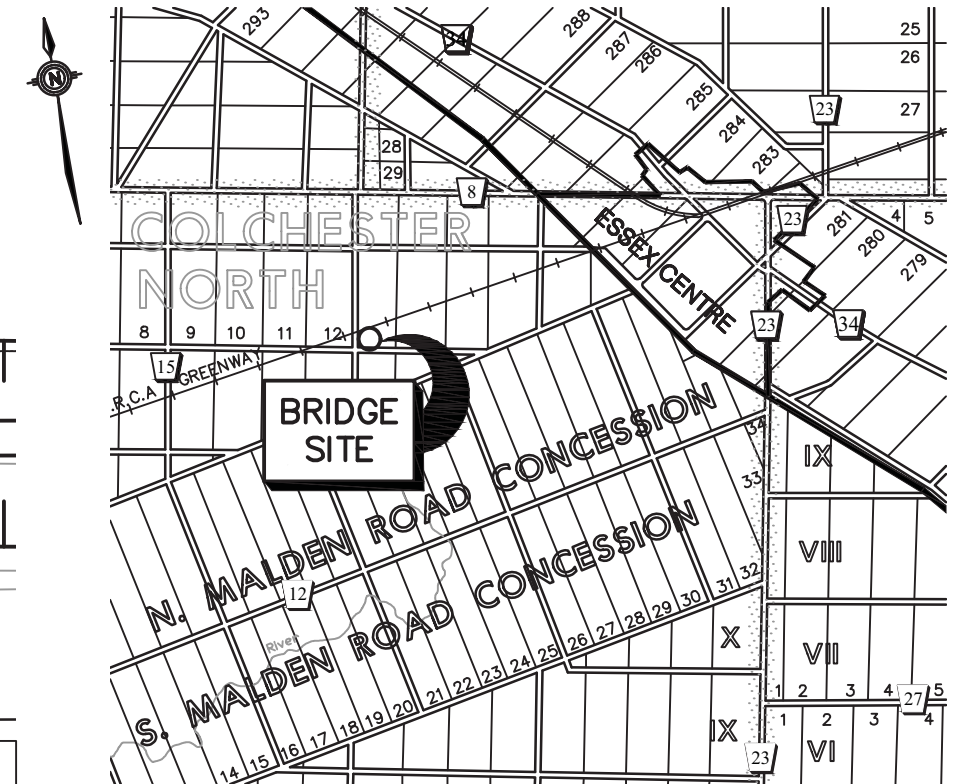
**BARRETTE DRAIN**

BRIDGE FOR EVAN & LAURA BELANGER (570-01700) & LEO CHAUVIN  
& EILEEN MATTE (570-01800)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)

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



**TYPICAL CONCRETE FILLED  
DOUBLE JUTE BAG HEADWALL END PROTECTION**  
Scale = N.T.S.



**KEY PLAN**  
Scale = 1:100,000



**ROOD  
ENGINEERING  
INC.**

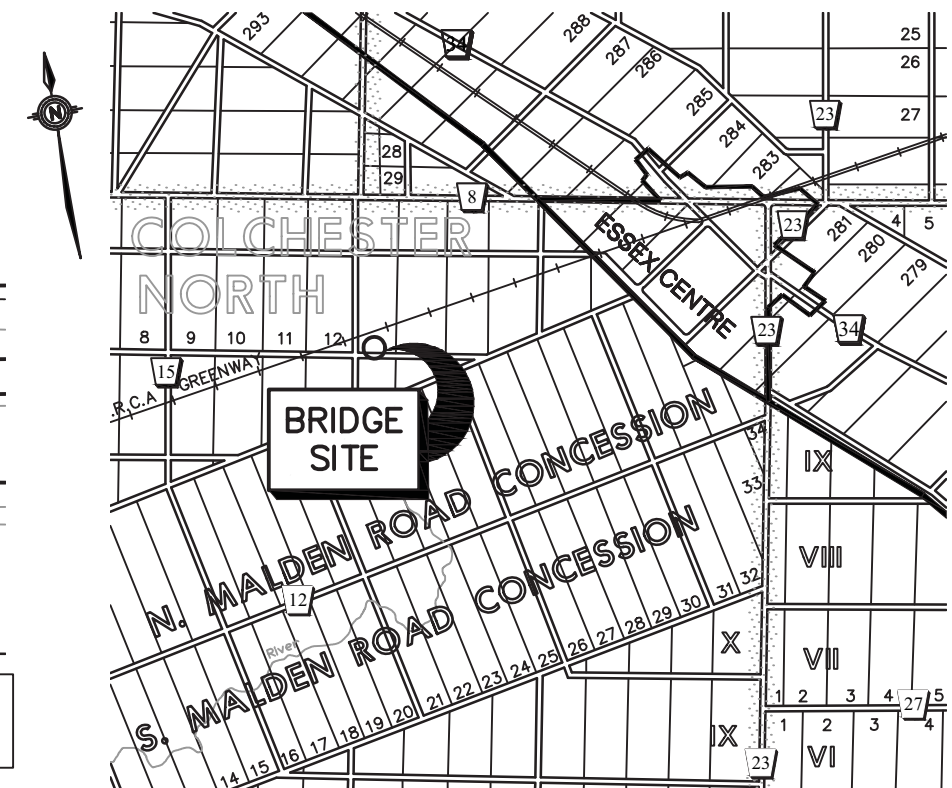
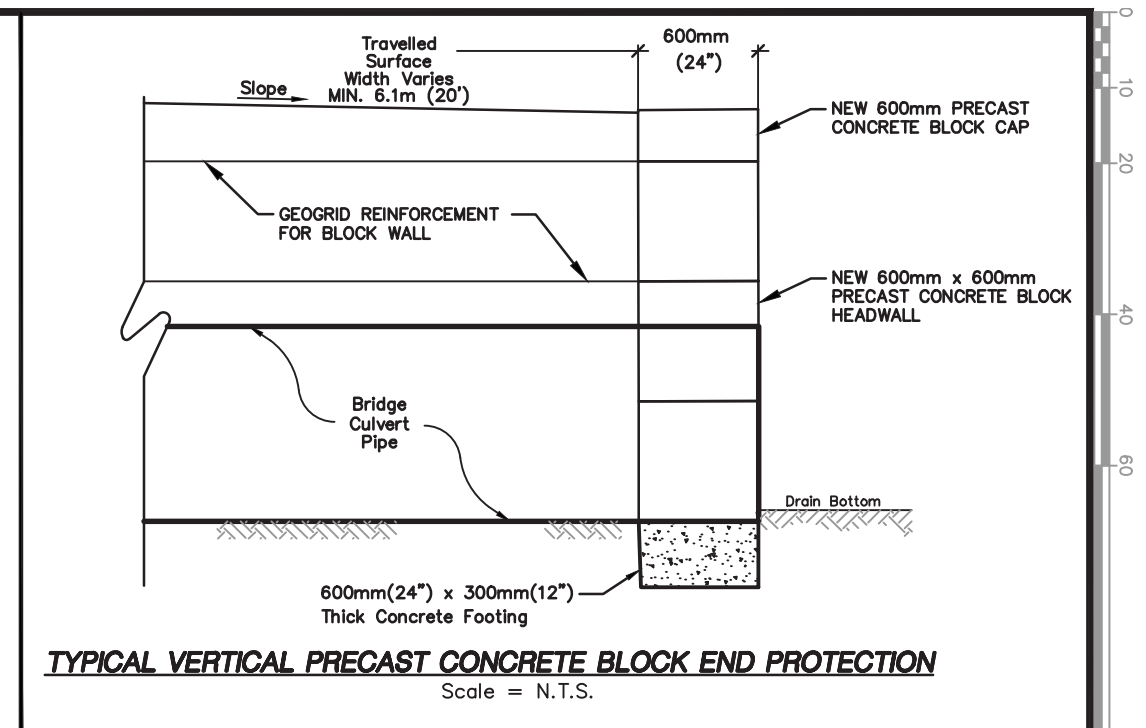
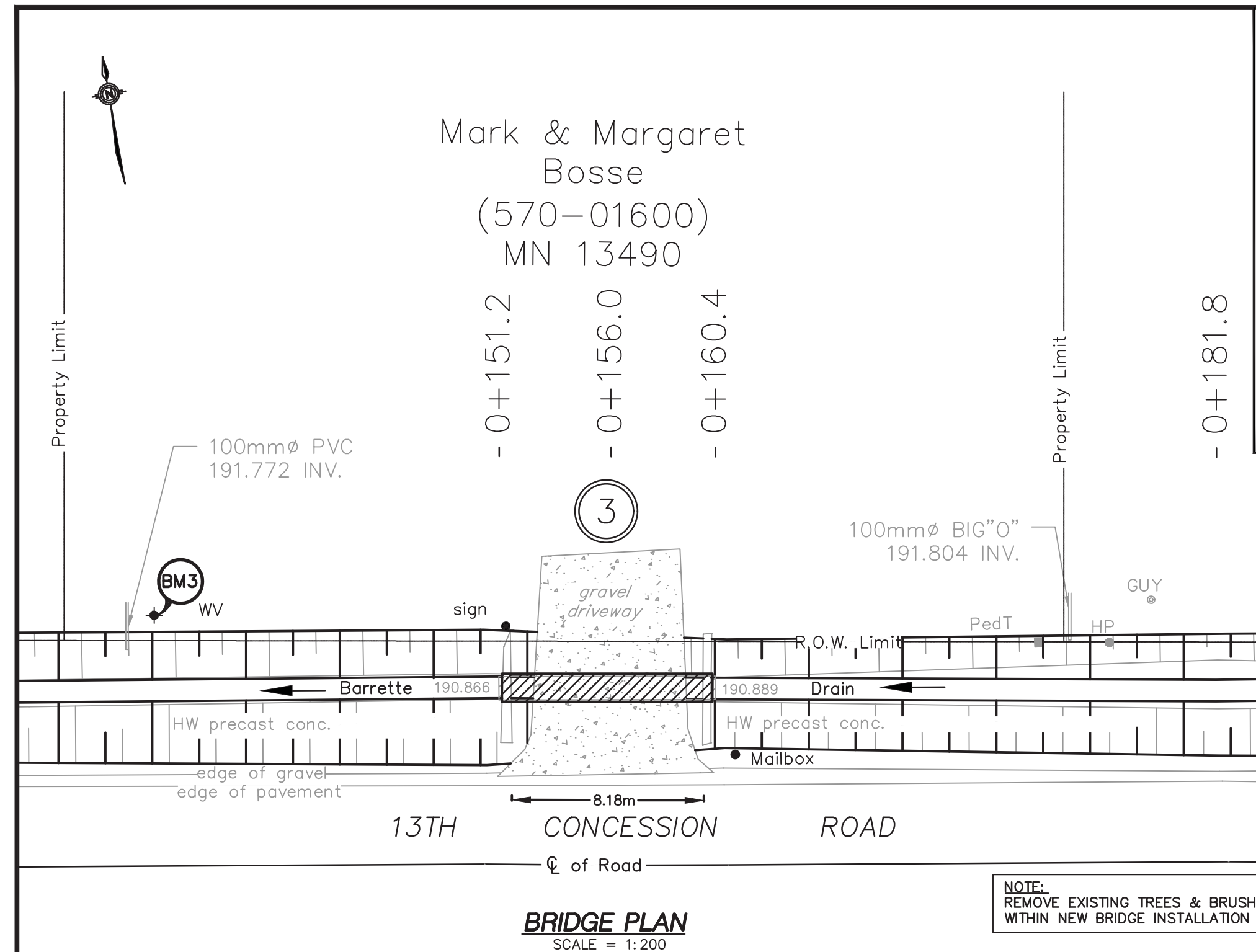
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

APPENDIX 'E'  
**2 OF 14**



## FUTURE MAINTENANCE

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	9.0m (29.53 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.753m DOWNSTREAM INV. (W) = 190.745m CL TOP OF DRIVEWAY = 192.394m DRAIN GRADE = 0.09%

## BARRETTE DRAIN

BRIDGE FOR MARK & MARGARET BOSSE (570-01600)

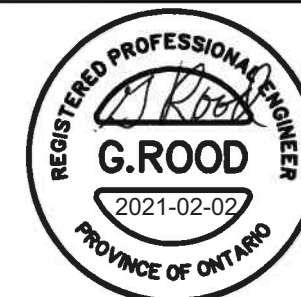
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)

IN THE

TOWN OF ESSEX

IN THE

COUNTY OF ESSEX • ONTARIO



**ROOD  
ENGINEERING  
INC.**

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

APPENDIX 'E'  
**3 OF 14**





Laura Amlin  
(570-01500)  
MN 13494

4

- 0+181.8

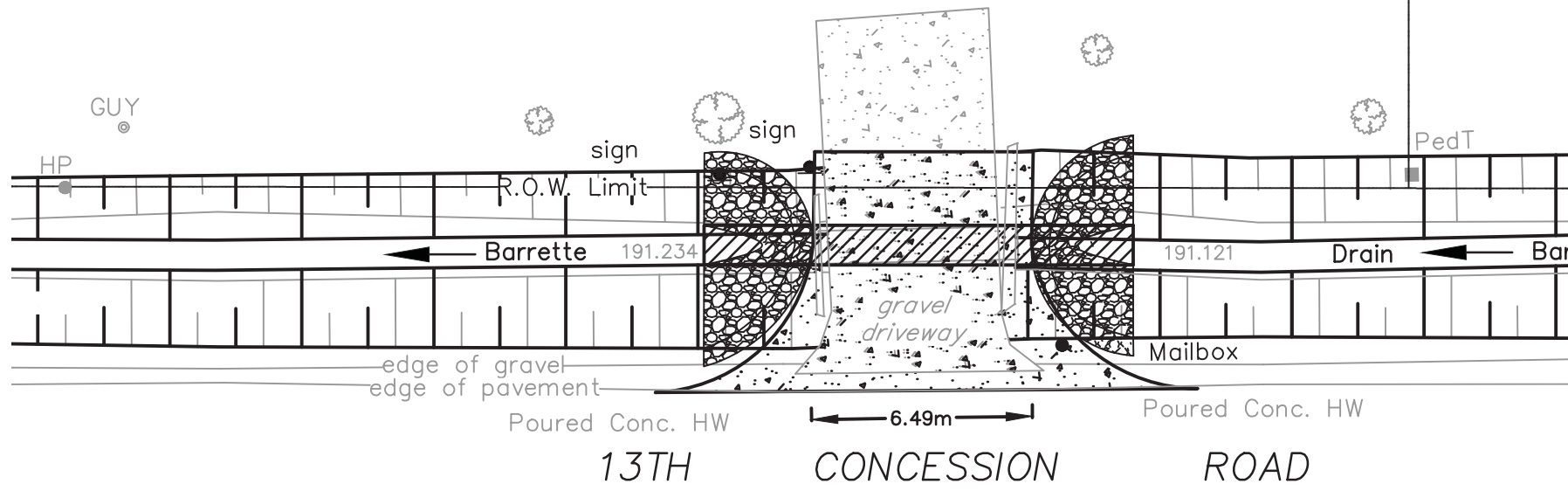
- 0+200.0

- 0+202.8

- 0+206.0

- 0+213.4

Property Limit



**BRIDGE PLAN**  
SCALE = 1:200

NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

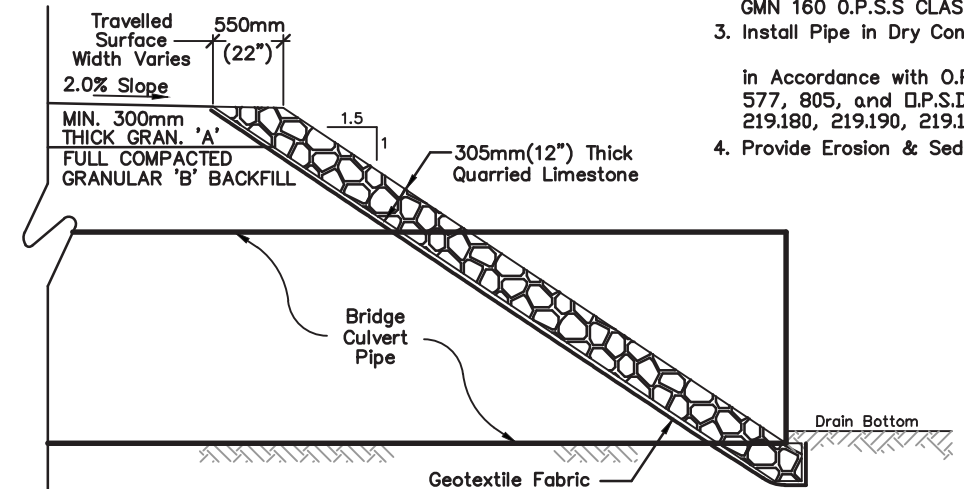
## FUTURE MAINTENANCE

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

ELEV: 192.286m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	13.0m (42.65 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.801m DOWNSTREAM INV. (W) = 190.789m ℄ TOP OF DRIVEWAY = 192.604m DRAIN GRADE = 0.09%

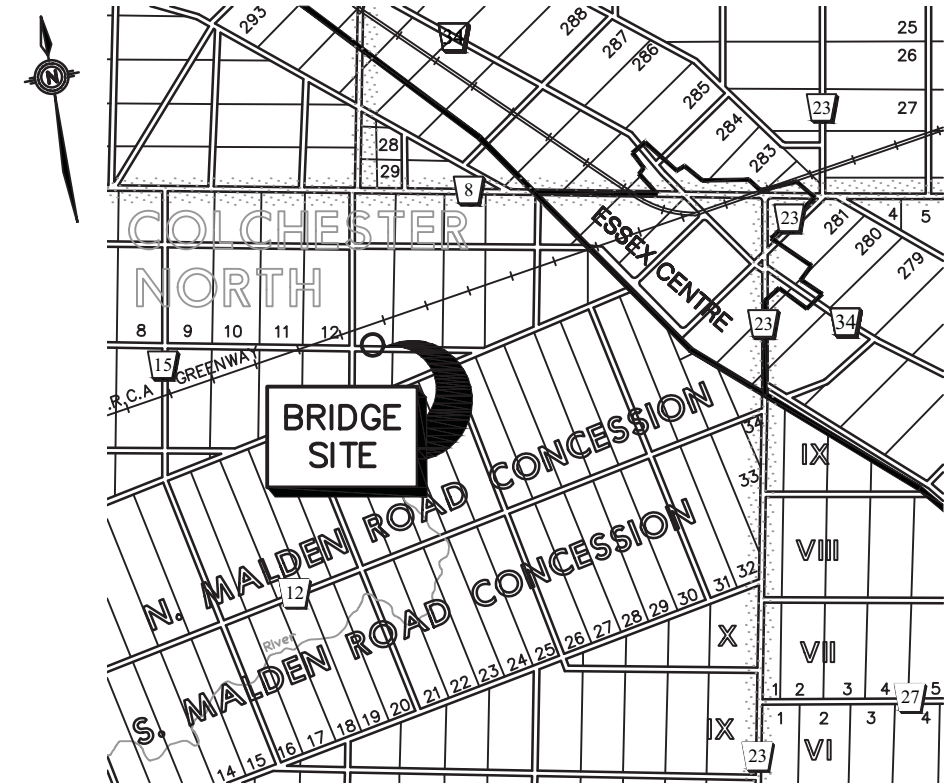
BARRETTE DRAIN  
BRIDGE FOR LAURA AMLIN (570-01500)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



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

### NOTE:

1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
  2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
  3. Install Pipe in Dry Conditions
  4. Provide Erosion & Sediment Control
- in Accordance with O.P.S.S. 518, 577, 805, and D.P.S.D. 805, 219.180, 219.190, 219.191



**KEY PLAN**  
Scale = 1:100,000



**ROOD  
ENGINEERING  
INC.**

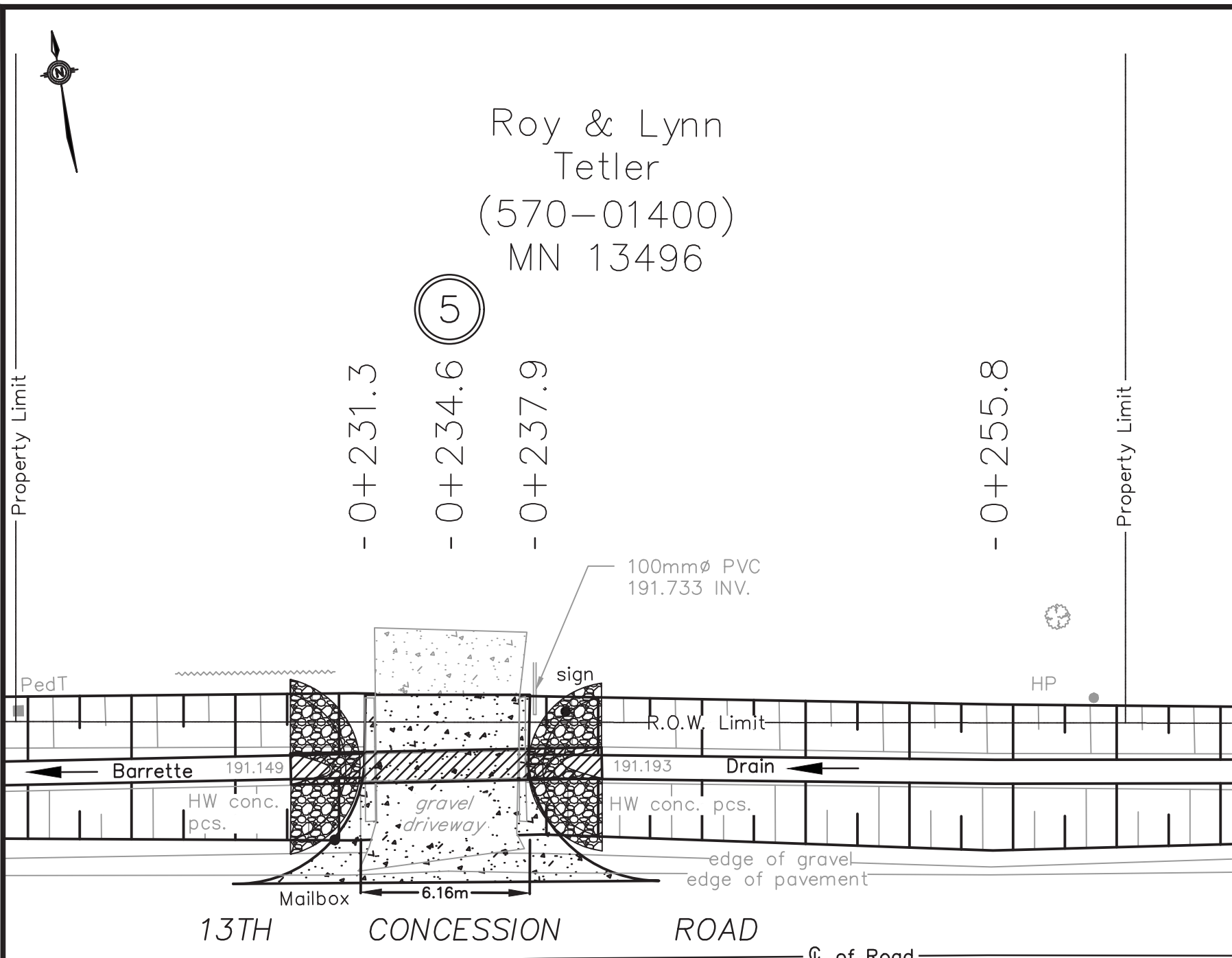
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

APPENDIX 'E'  
**4 OF 14**



**BRIDGE PLAN**  
SCALE = 1:200

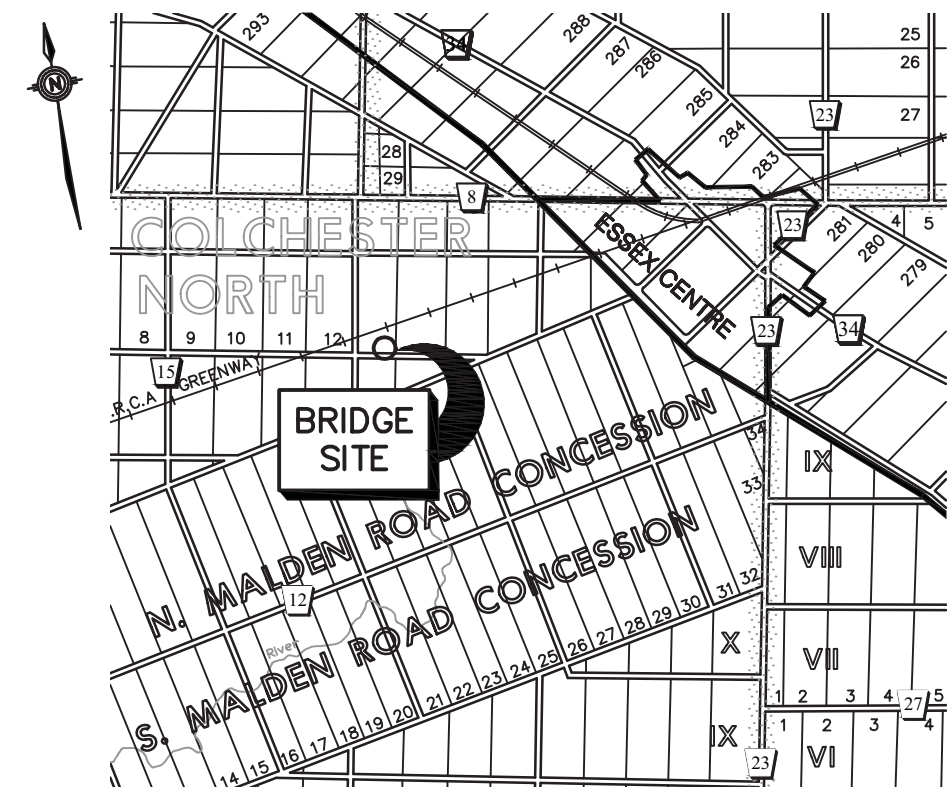
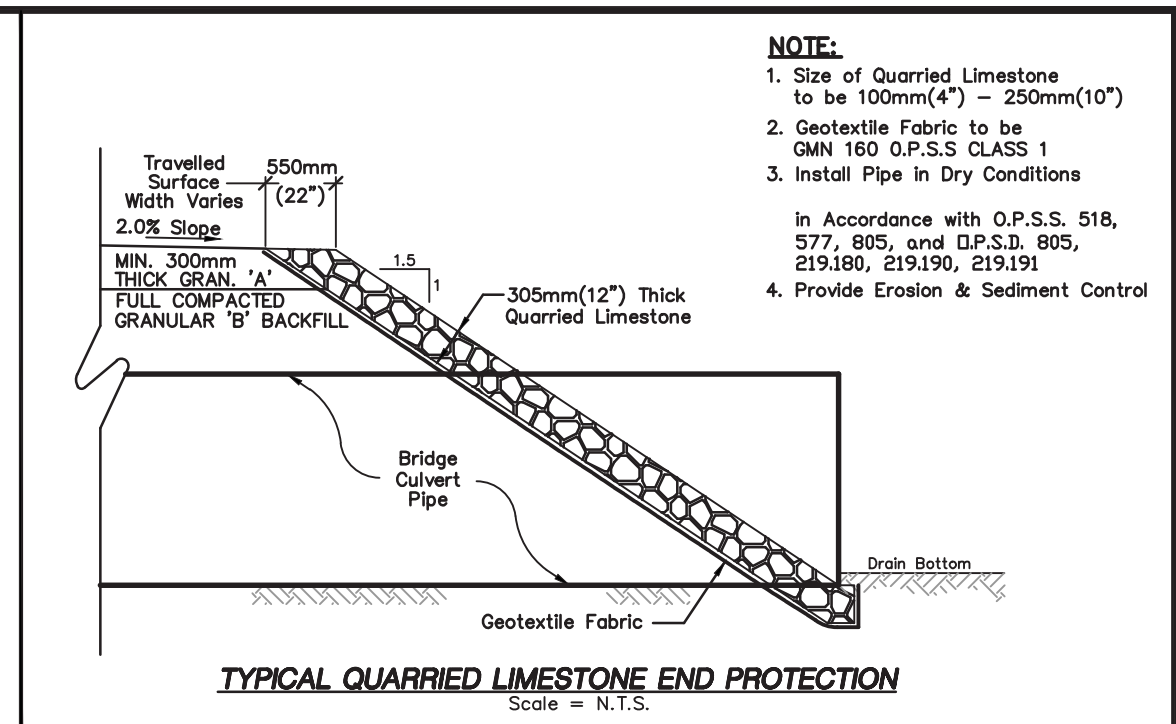
**FUTURE MAINTENANCE**

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST HEADWALL OF MN 13490.

**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.831m DOWNSTREAM INV. (W) = 190.821m ℄ TOP OF DRIVEWAY = 192.410m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR ROY & LYNN TETLER (570-01400)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



**KEY PLAN**  
Scale = 1:100,000



**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

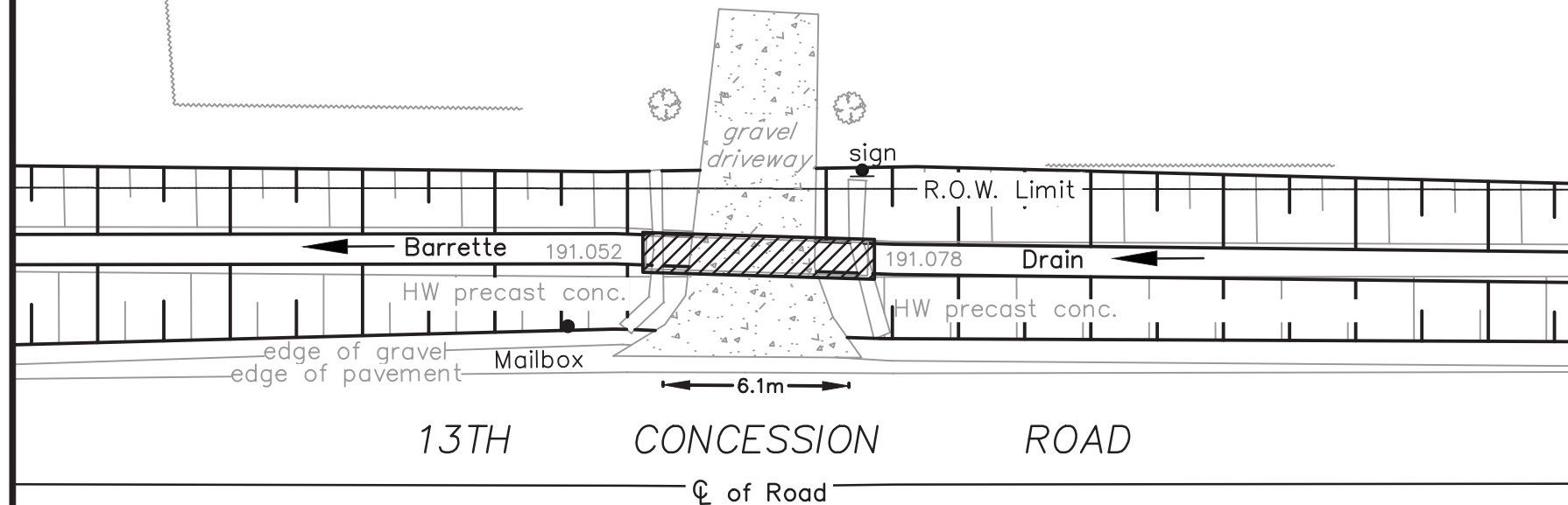
FILE No.: <b>2020D009</b>	DRAWN BY: M.A. PLOT CODE: 1:1 FILE: REI2020D009.DWG	DATE: 2021-01-25
APPENDIX 'E'		5 OF 14



Douglas & Michele  
Barron  
(570-01300)  
MN 13500

6

- 0+280.9  
- 0+284.3  
- 0+287.6



**BRIDGE PLAN**  
SCALE = 1:200

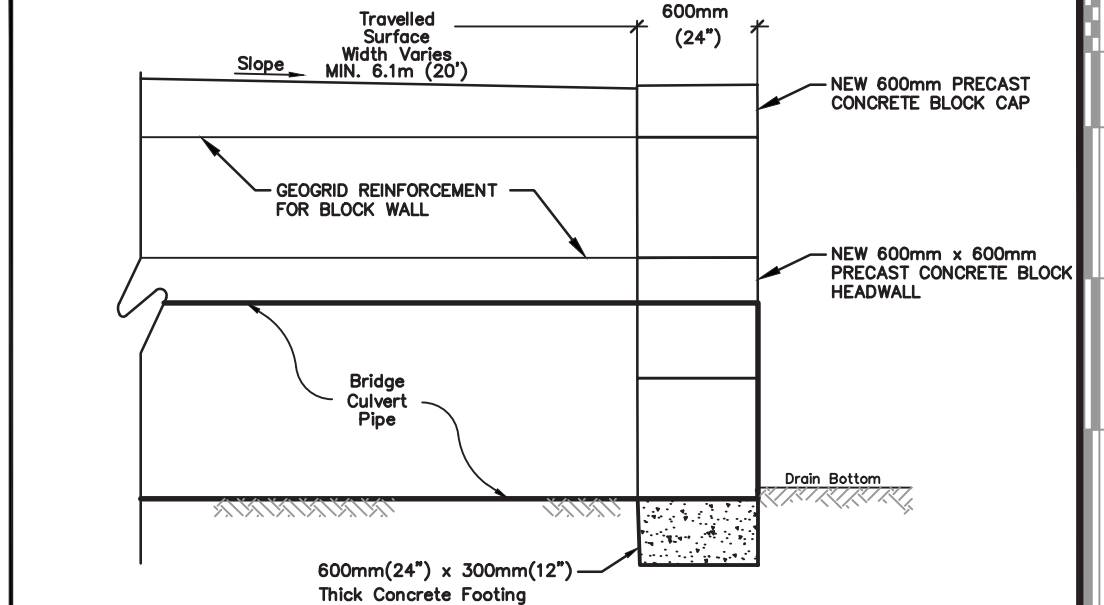
**FUTURE MAINTENANCE**

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

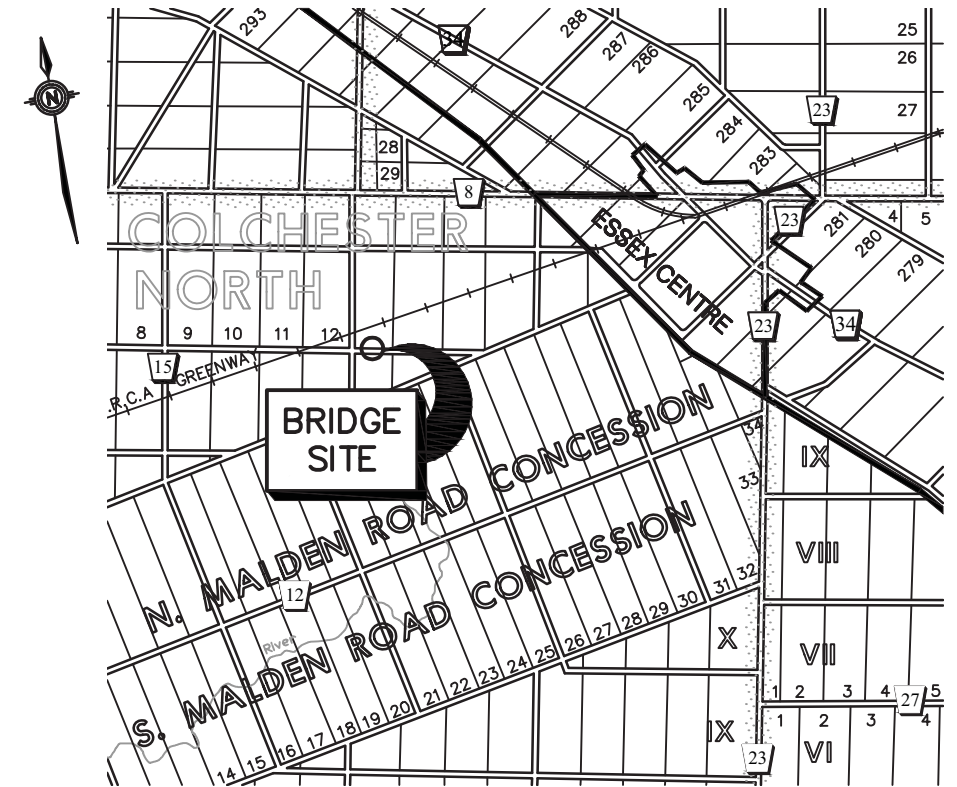
**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmø	7.0m (22.97 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.878m DOWNSTREAM INV. (W) = 190.872m ℄ TOP OF DRIVEWAY = 192.648m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR DOUGLAS & MICHELE BARRON (570-01300)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



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



**KEY PLAN**  
Scale = 1:100,000



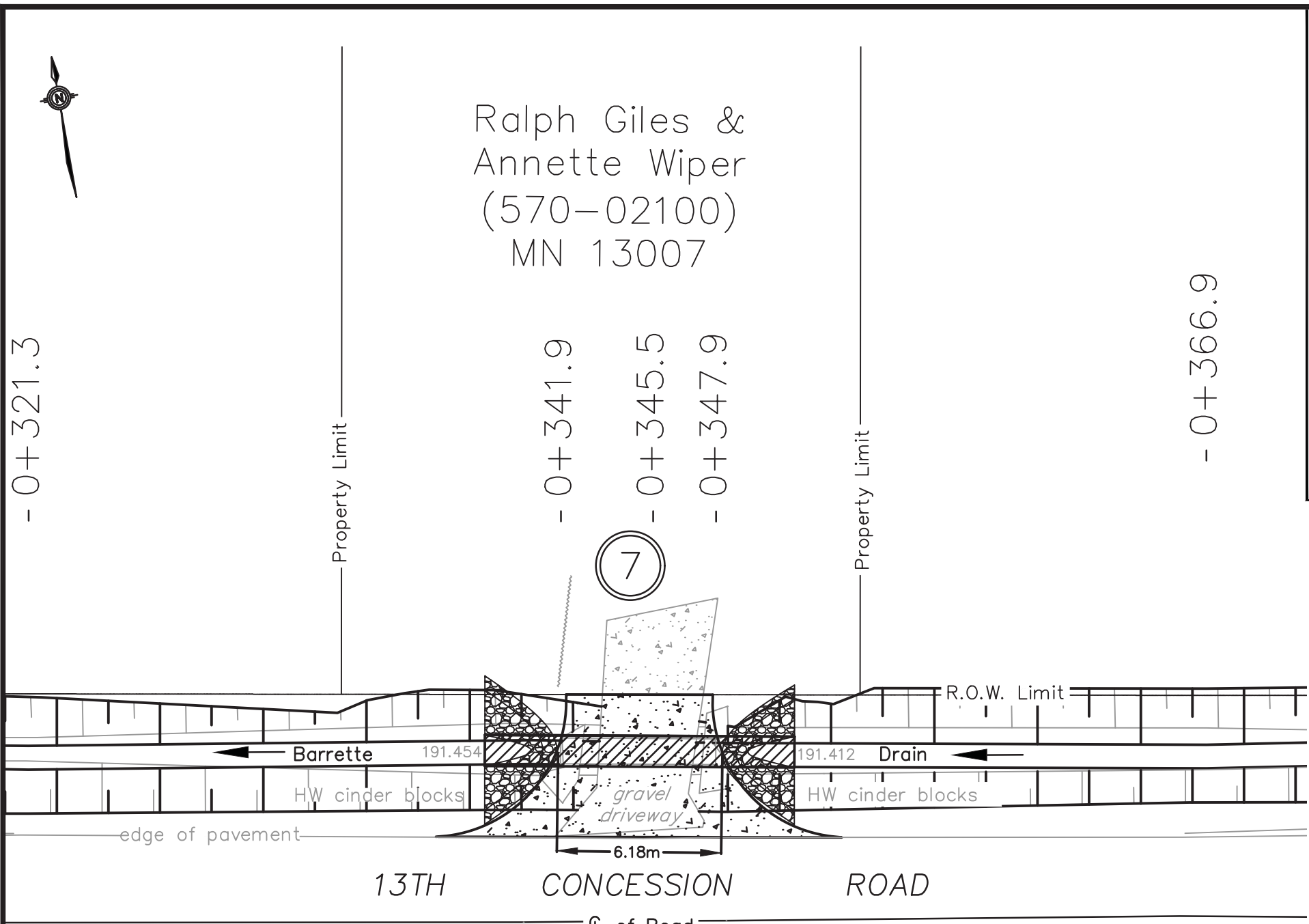
**ROOD  
ENGINEERING  
INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**  
DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

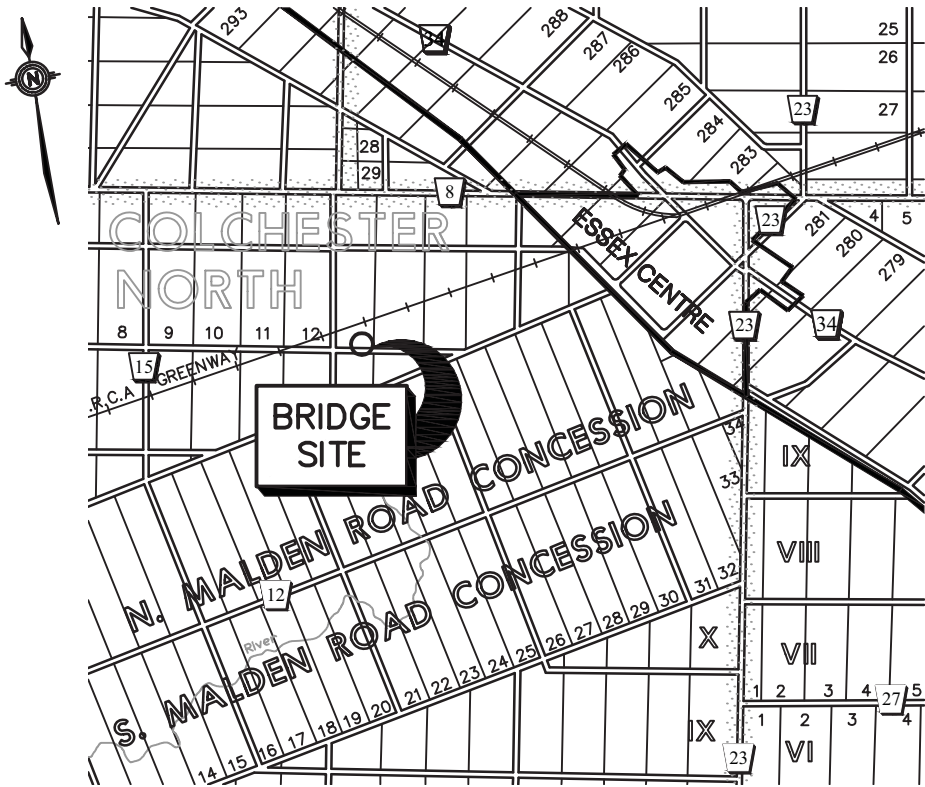
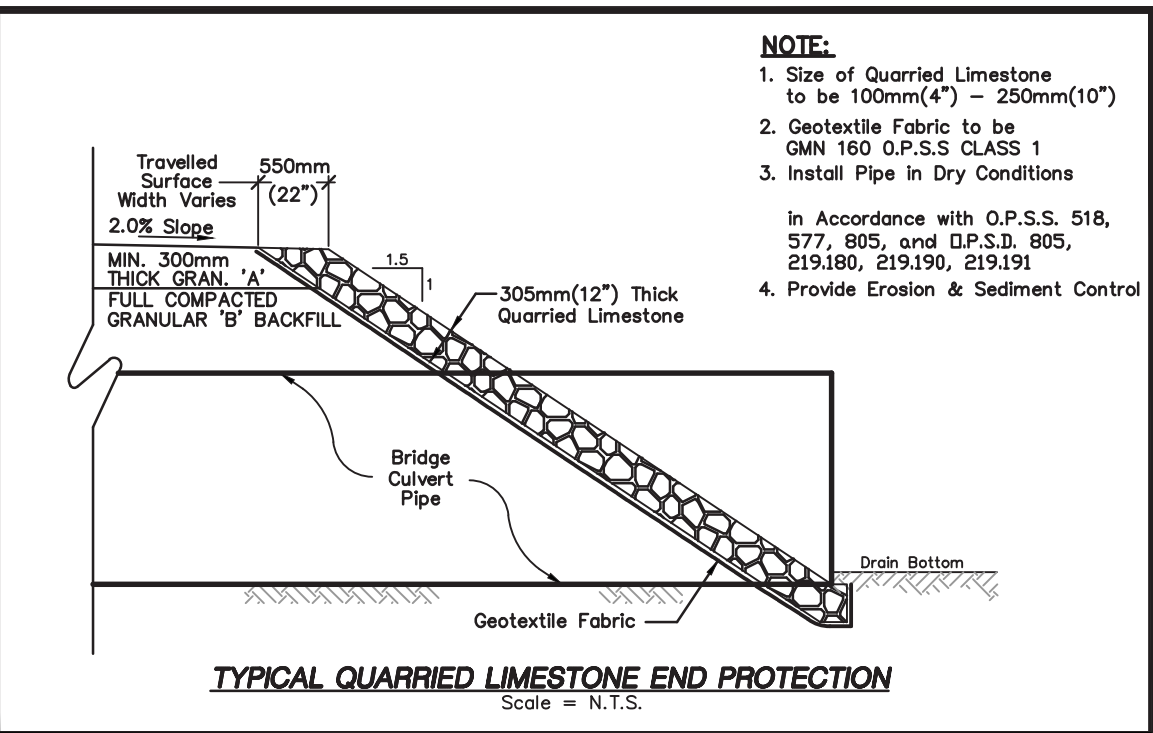
APPENDIX 'E'  
**6 OF 14**





**BRIDGE PLAN**  
SCALE = 1:200

NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION



**KEY PLAN**  
Scale = 1:100,000

**CONSTRUCTION**

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.940m DOWNSTREAM INV. (W) = 190.930m ℄ TOP OF DRIVEWAY = 192.515m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR RALPH GILES & ANNETTE WIPER (570-02100)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



**ROOD  
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INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**  
DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

APPENDIX 'E'  
**7 OF 14**



Kyle & Natalie  
Tetler  
(570-01100)  
MN 13506

8

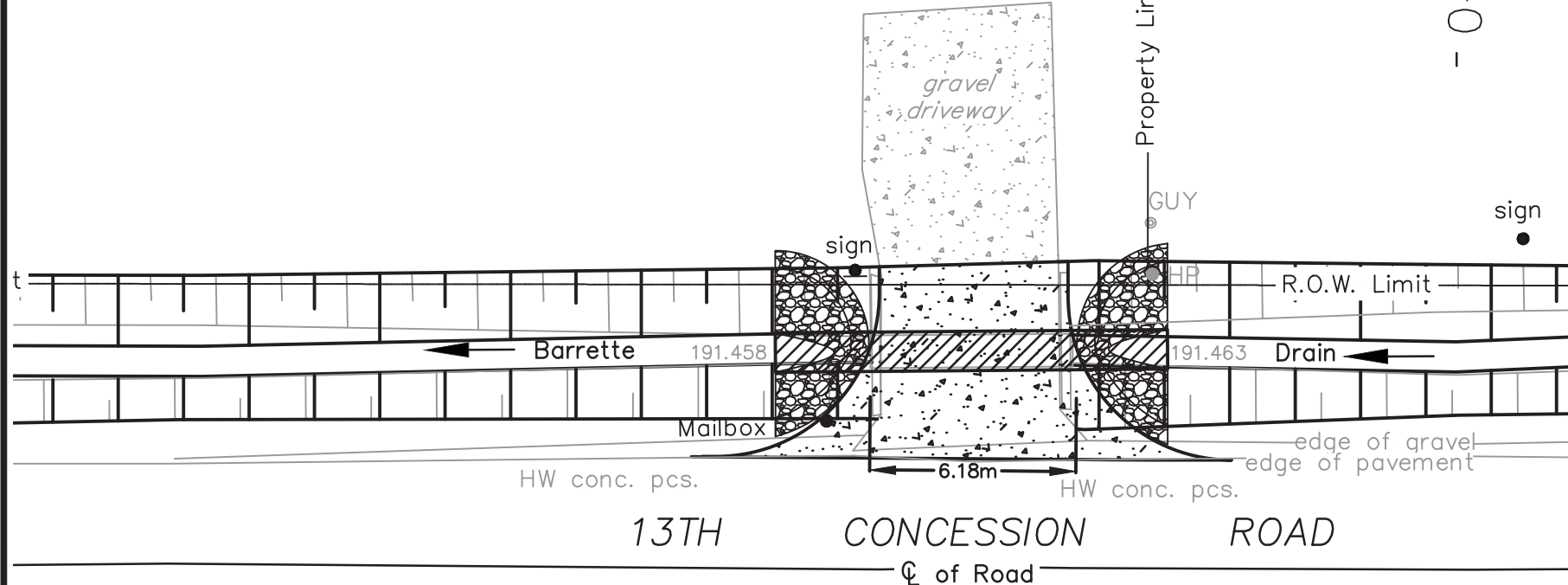
- 0+366.9

- 0+387.3

- 0+390.4

- 0+393.5

- 0+405.3



NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

FUTURE MAINTENANCE

BRIDGE PLAN  
SCALE = 1:200

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

ELEV: 192.286m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 190.985m DOWNSTREAM INV. (W) = 190.975m CL TOP OF DRIVEWAY = 192.560m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR KYLE & NATALIE TETLER (570-01000)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO

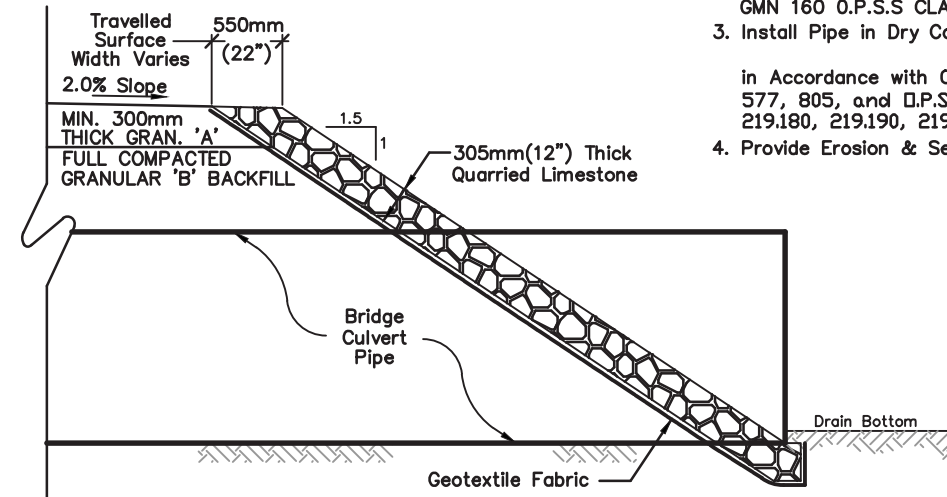


Rood  
ENGINEERING  
INC.  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

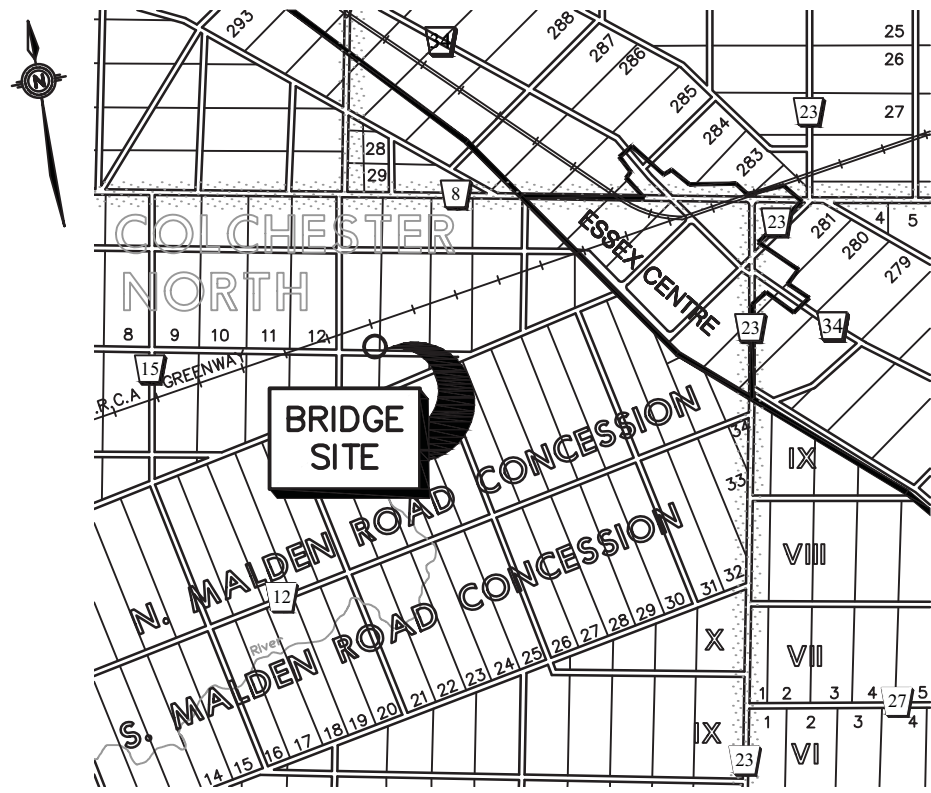
FILE No.:  
2020D009  
DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

APPENDIX 'E'  
8 OF 14

- NOTE:
1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
  2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
  3. Install Pipe in Dry Conditions
  4. Provide Erosion & Sediment Control
- in Accordance with O.P.S.S. 518, 577, 805, and O.P.S.D. 805, 219.180, 219.190, 219.191



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



KEY PLAN  
Scale = 1:100,000



Philip Lemieux &  
Laurie Raymont  
(570-01000)  
MN 13508

9

- 0+427.6

- 0+430.8

- 0+433.9

- 0+447.1

Property Limit

sign

sign

sign

R.O.W. Limit

Barrette

HW conc. pcs.

Drain

HW conc. pcs.

edge of gravel  
edge of pavement

Mailbox

6.14m

13TH

CONCESSION

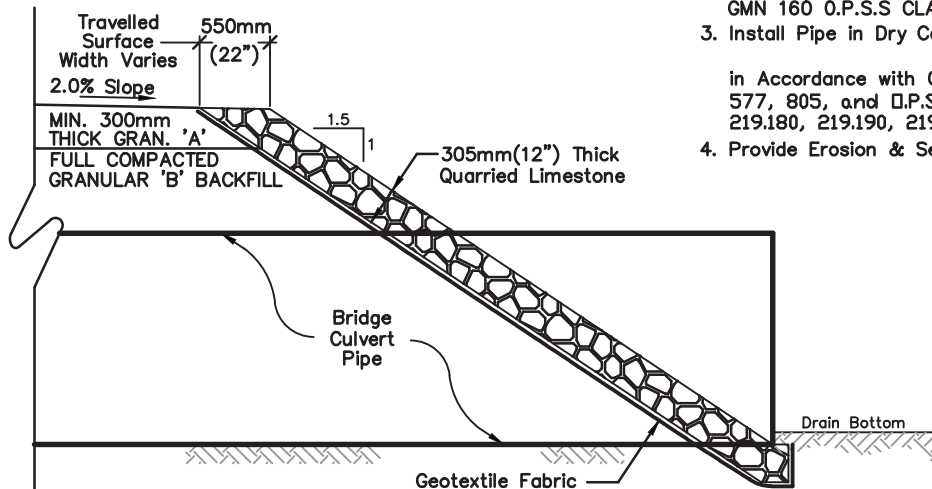
ROAD

℄ of Road

**BRIDGE PLAN**

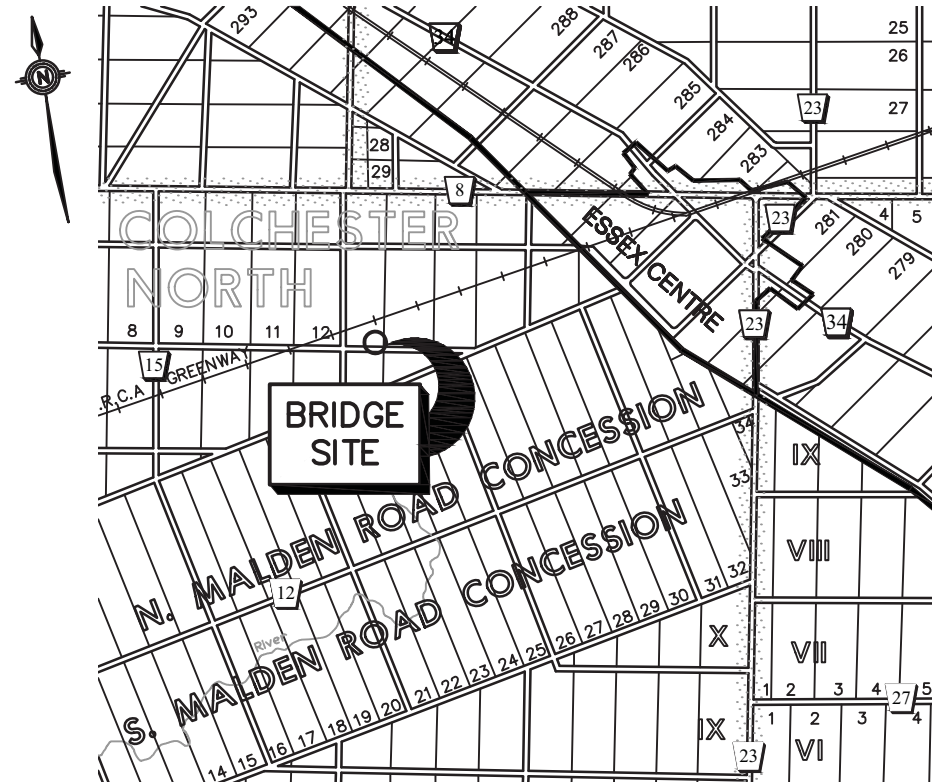
SCALE = 1:200

NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION



**TYPICAL QUARRIED LIMESTONE END PROTECTION**

Scale = N.T.S.



**KEY PLAN**

Scale = 1:100,000

**CONSTRUCTION**

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

ELEV: 192.286m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.024m DOWNSTREAM INV. (W) = 191.014m ℄ TOP OF DRIVEWAY = 192.610m DRAIN GRADE = 0.09%

**BARRETTE DRAIN**

BRIDGE FOR PHILIP LEMIEUX & LAURIE RAYMONT (570-01000)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)

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



**ROOD  
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CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
2020D009

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

APPENDIX 'E'  
9 OF 14

DATE: 2021-01-25





Rose Renaud  
(570-00900)  
MN 13514

10

- 0+447.1

- 0+462.5

- 0+465.4

- 0+468.2

- 0+479.4

Property Limit

sign

HW conc. pcs.

gravel driveway

HW conc. pcs.

R.O.W. Limit

Barrette

191.550

191.570

Drain

Mailbox

edge of gravel  
edge of pavement

6.19m

13TH

CONCESSION

ROAD

℄ of Road

NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

## CONSTRUCTION

## BRIDGE PLAN

SCALE = 1:200

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

ELEV: 192.286m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.059m DOWNSTREAM INV. (W) = 191.049m ℄ TOP OF DRIVEWAY = 192.630m DRAIN GRADE = 0.09%

## BARRETTE DRAIN

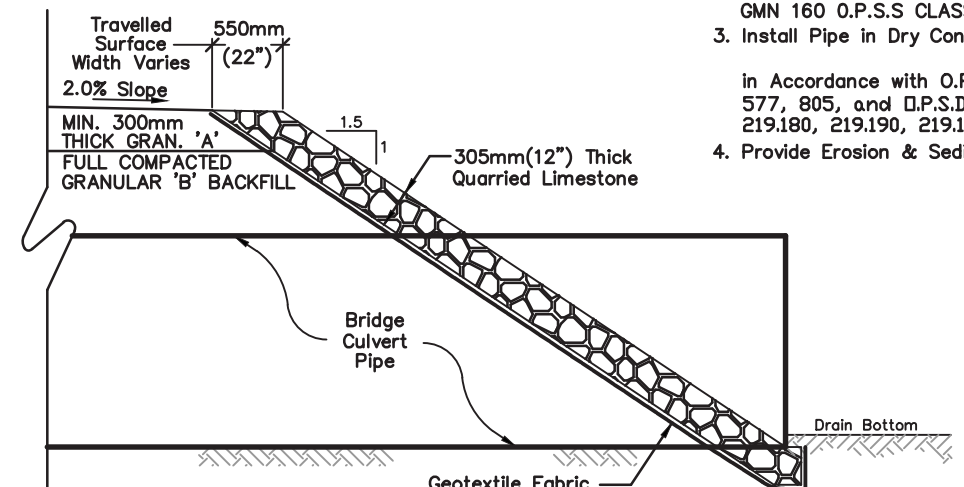
BRIDGE FOR ROSE RENAUD (570-00900)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)

IN THE

TOWN OF ESSEX

IN THE

COUNTY OF ESSEX • ONTARIO



## TYPICAL QUARRIED LIMESTONE END PROTECTION

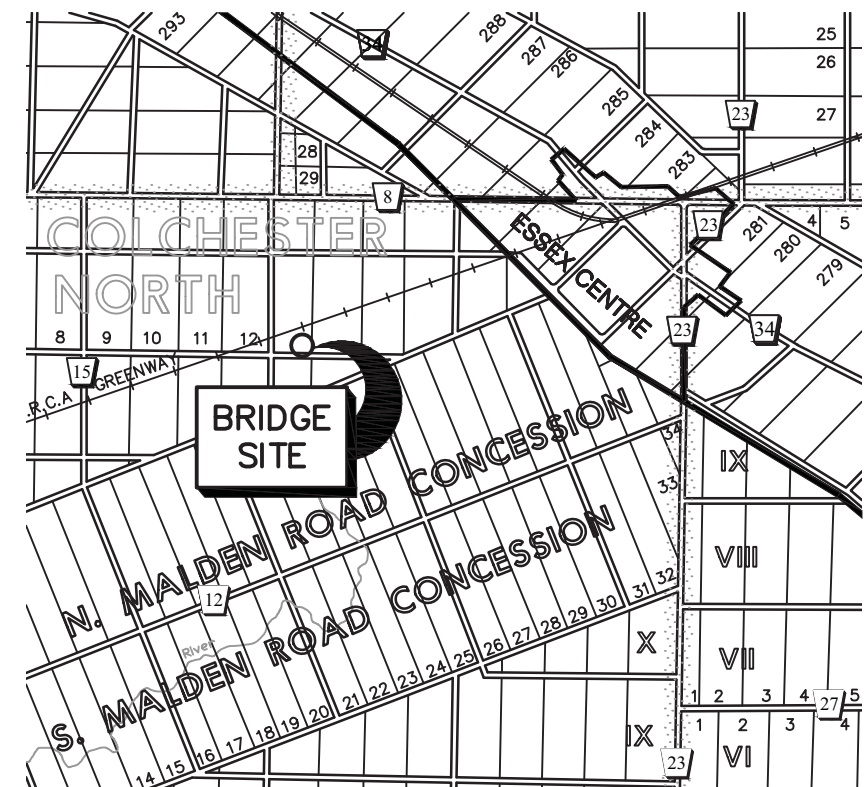
Scale = N.T.S.

### NOTE:

1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
3. Install Pipe in Dry Conditions

in Accordance with O.P.S.S. 518, 577, 805, and O.P.S.D. 805, 219.180, 219.190, 219.191

4. Provide Erosion & Sediment Control



## KEY PLAN

Scale = 1:100,000



ROOD  
ENGINEERING  
INC.

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

DATE: 2021-01-25

FILE No.:  
2020D009

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

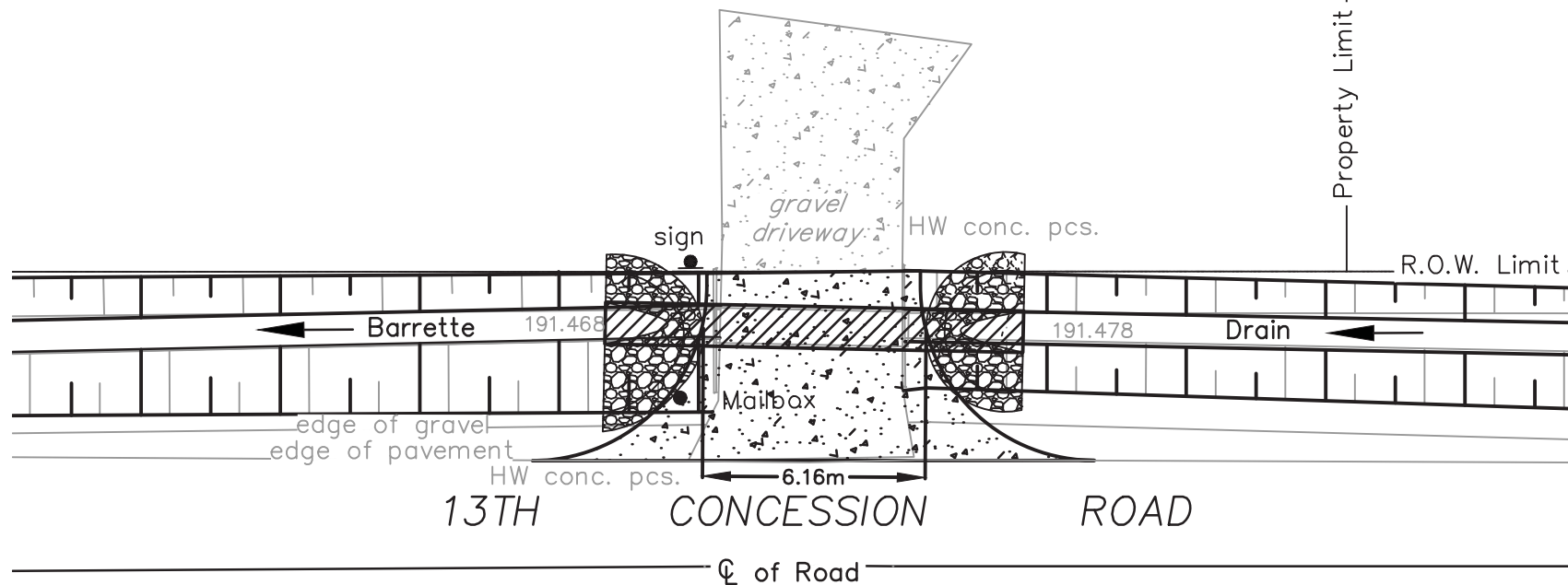
APPENDIX 'E'  
10 OF 14



James & Kimberly  
Battersby  
(570-00800)  
MN 13510

11

- 0+504.9  
- 0+507.3  
- 0+510.4



**BRIDGE PLAN**  
SCALE = 1:200

**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

## CONSTRUCTION

**BENCHMARK:**  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

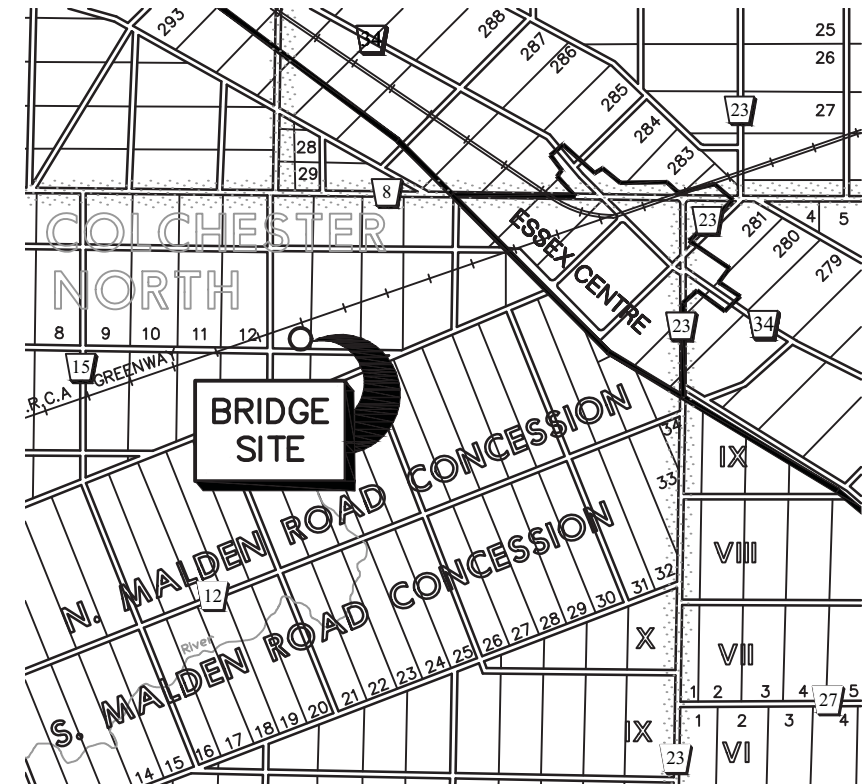
**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	12.0m (39.37 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.100m DOWNSTREAM INV. (W) = 191.090m CL TOP OF DRIVEWAY = 192.680m DRAIN GRADE = 0.09%

## BARRETTE DRAIN

BRIDGE FOR JAMES & KIMBERLY BATTERSBY (570-00800)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)

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



**KEY PLAN**  
Scale = 1:100,000



**Rood  
ENGINEERING  
INC.**

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

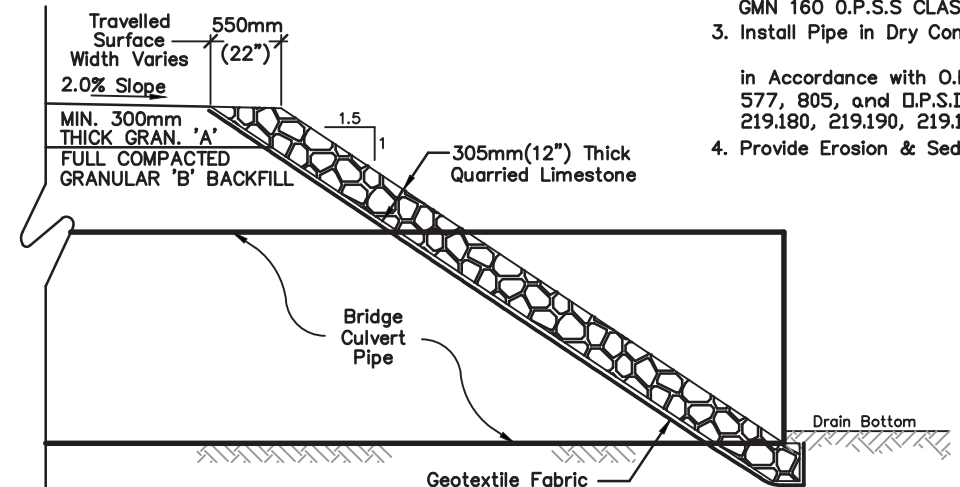
APPENDIX 'E'  
**11 OF 14**

### NOTE:

1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
3. Install Pipe in Dry Conditions

in Accordance with O.P.S.S. 518,  
577, 805, and O.P.S.D. 805,  
219.180, 219.190, 219.191

4. Provide Erosion & Sediment Control



**TYPICAL QUARRIED LIMESTONE END PROTECTION**

Scale = N.T.S.





Justin  
Pulleyblank  
(570-00700)  
MN 13516

12

- 0+559.4

- 0+562.7

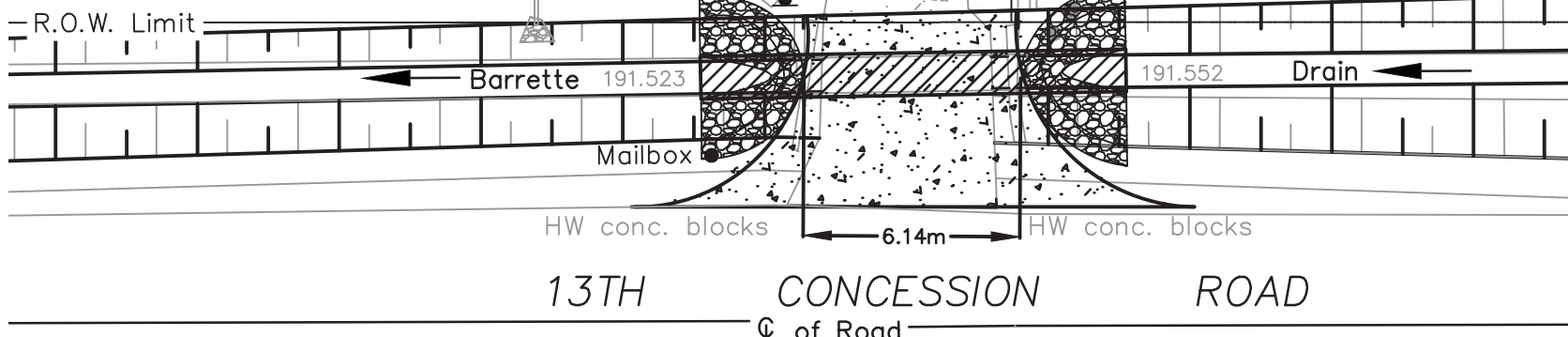
- 0+565.9

Property Limit

100mmØ PVC  
191.993 INV.



GUY  
PedT  
HP



**BRIDGE PLAN**  
SCALE = 1:200

**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

**CONSTRUCTION**

**BENCHMARK:**  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	13.0m (42.65 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.155m DOWNSTREAM INV. (W) = 191.143m ℄ TOP OF DRIVEWAY = 192.740m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR JUSTIN PULLEYBLANK (570-00700)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



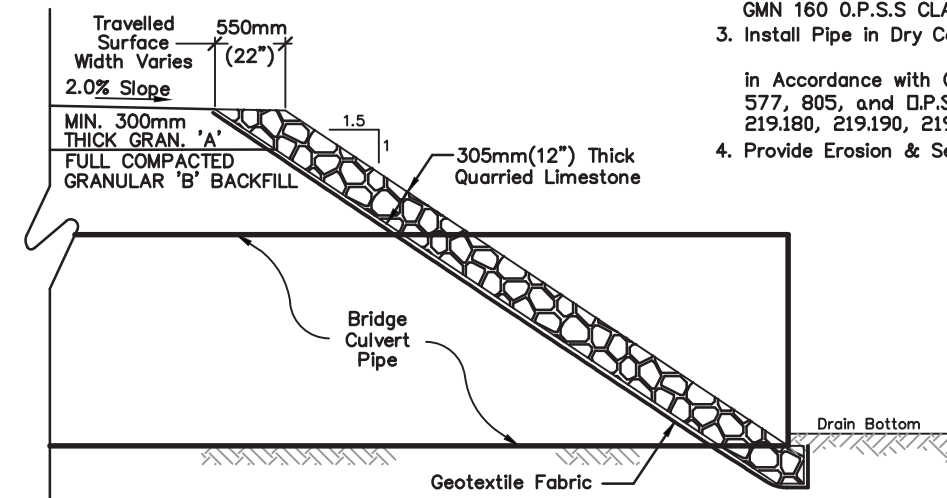
**ROOD  
ENGINEERING  
INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**  
DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

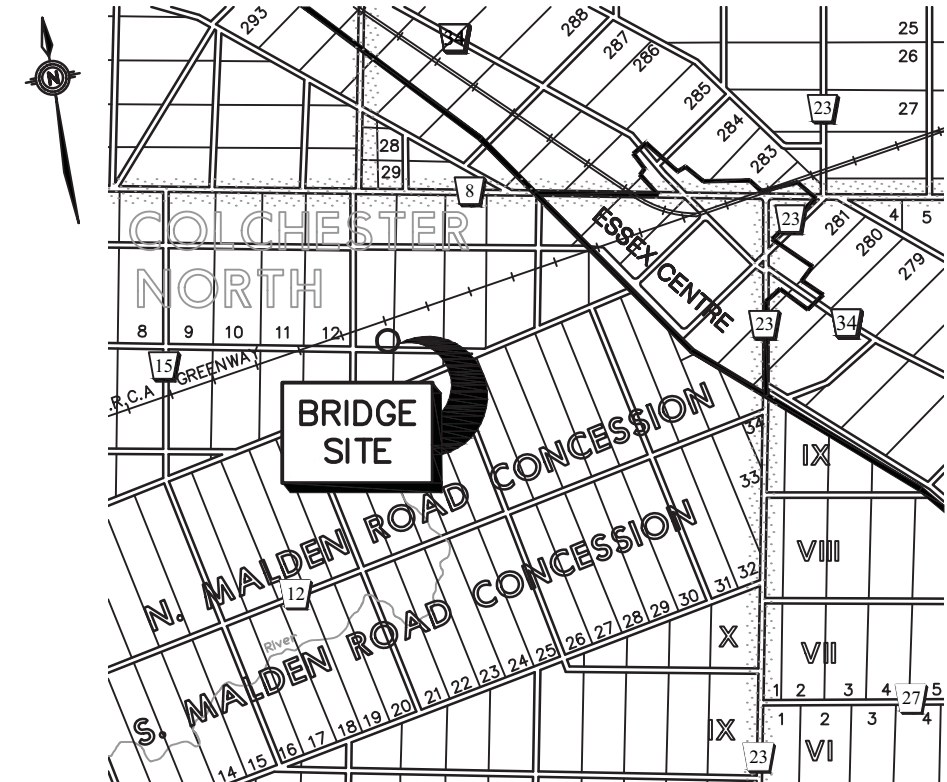
APPENDIX 'E'  
**12 OF 14**

DATE: 2021-01-25

- NOTE:**
1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
  2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
  3. Install Pipe in Dry Conditions
  4. Provide Erosion & Sediment Control
- in Accordance with O.P.S.S. 518, 577, 805, and O.P.S.D. 805, 219.180, 219.190, 219.191



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



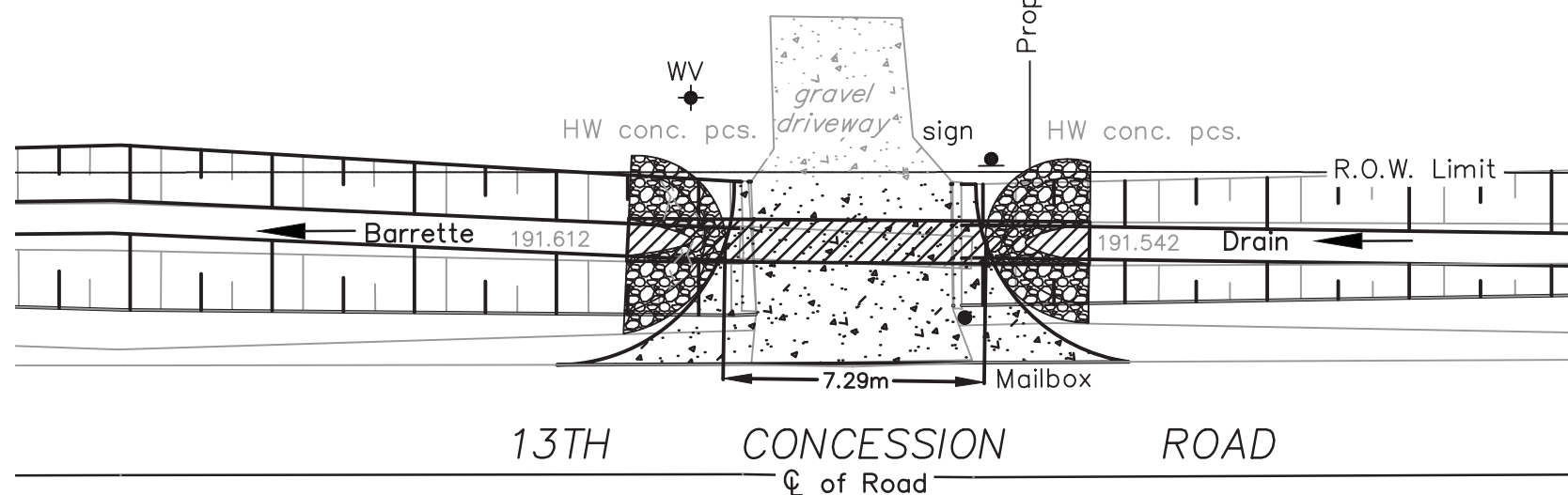
**KEY PLAN**  
Scale = 1:100,000

$$-0+582.0$$
$$-0+599.7$$

13

$$-0+602.8$$
$$-0+606.2$$

Property Limit-



**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

**ELEV: 192.286m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
1200mmØ	13.0m (42.65 FT.)	2.0 mm	125 X 25	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.194m DOWNSTREAM INV. (W) = 191.182m ℄ TOP OF DRIVEWAY = 192.800m DRAIN GRADE = 0.09%

***ROOD  
ENGINEERING  
INC.*** *CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1821

DATE: 2021-01-25

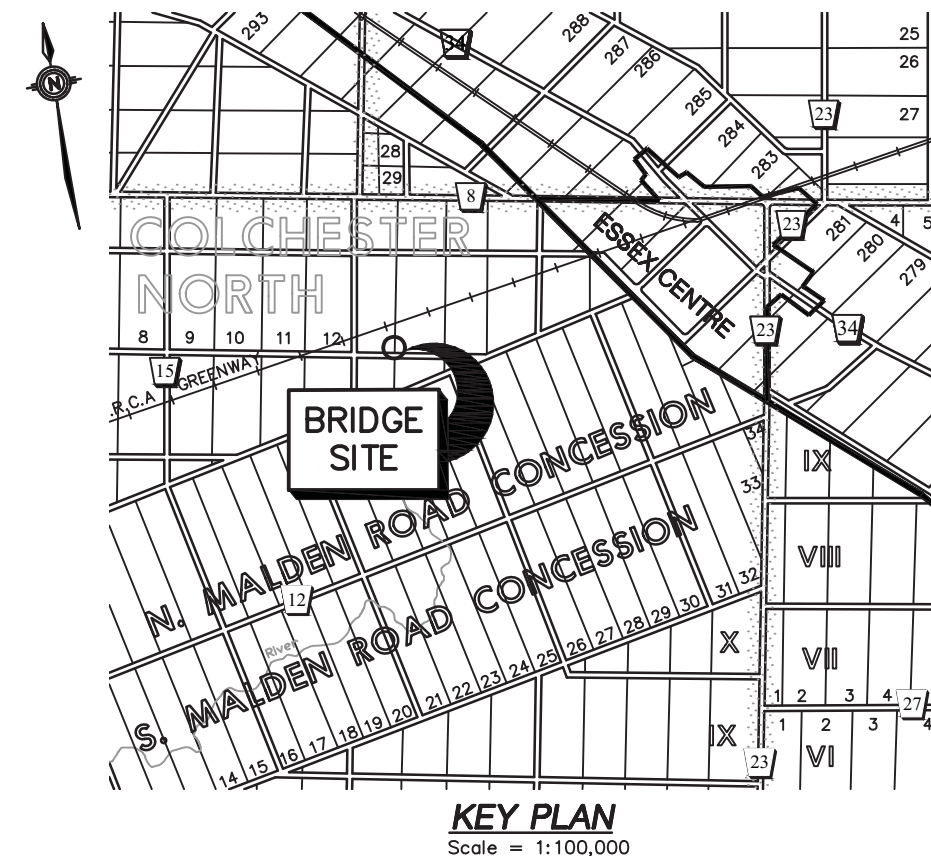
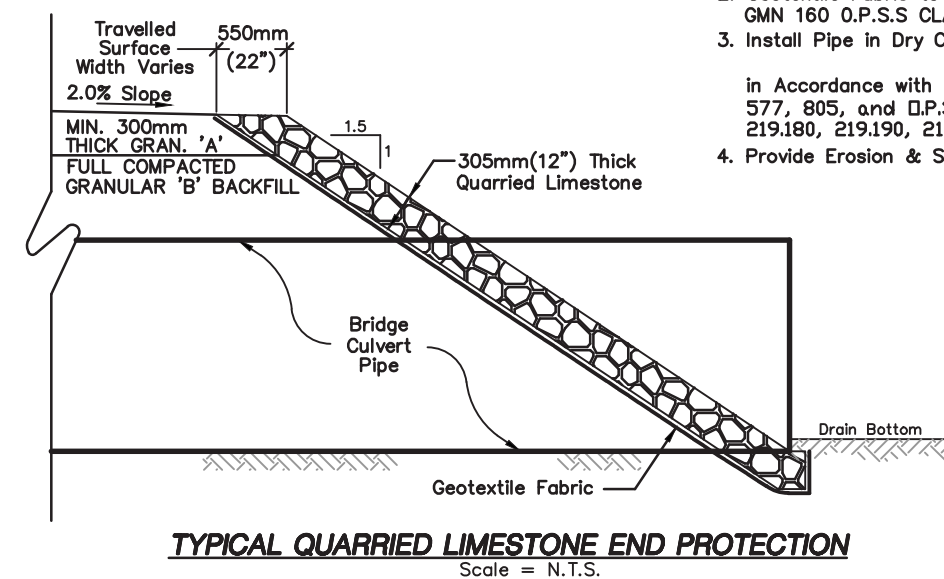
FILE No.: <b>2020D009</b>	DRAWN BY: M.A. PLOT CODE: 1:1 FILE: REI2020D009.DWG
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APPENDIX 'E'  
13 OF 14

Page 218 of 497

**NOTE:**

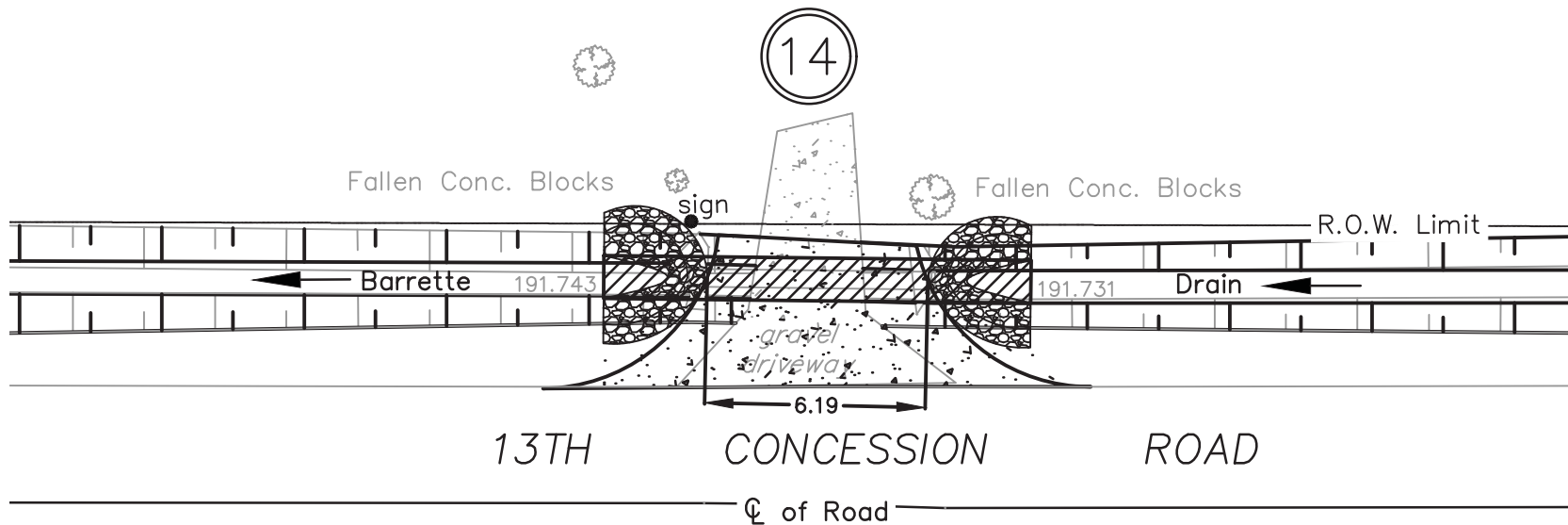
1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
3. Install Pipe in Dry Conditions  
  
in Accordance with O.P.S.S. 518, 577, 805, and D.P.S.D. 805, 219.180, 219.190, 219.191
4. Provide Erosion & Sediment Control





Brendan Byrne  
(570-00500)  
MN 13534

0+825.3  
0+828.8  
0+832.3



NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

**BRIDGE PLAN**  
SCALE = 1:200

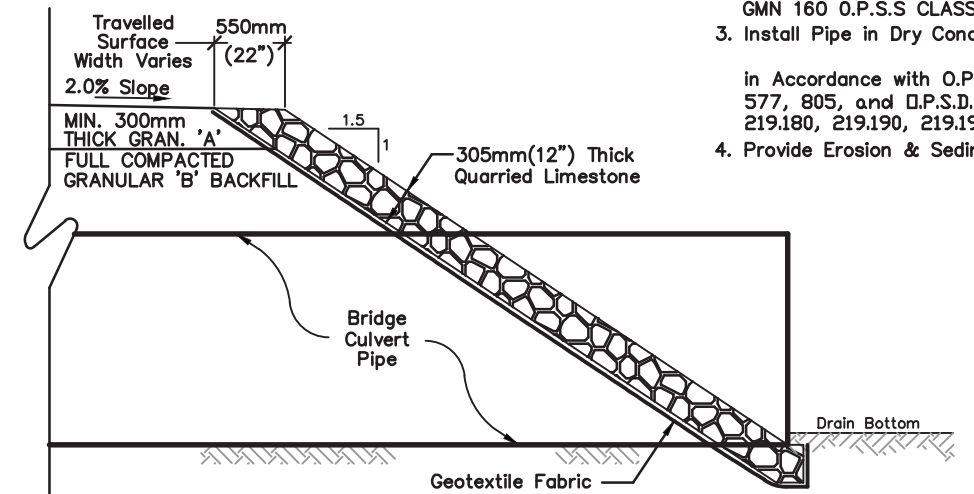
## CONSTRUCTION

BENCHMARK:  
TOP OF WATER VALVE LOCATED APPROXIMATELY 12M WEST OF THE WEST  
HEADWALL OF MN 13490.

**ELEV: 192.286m**

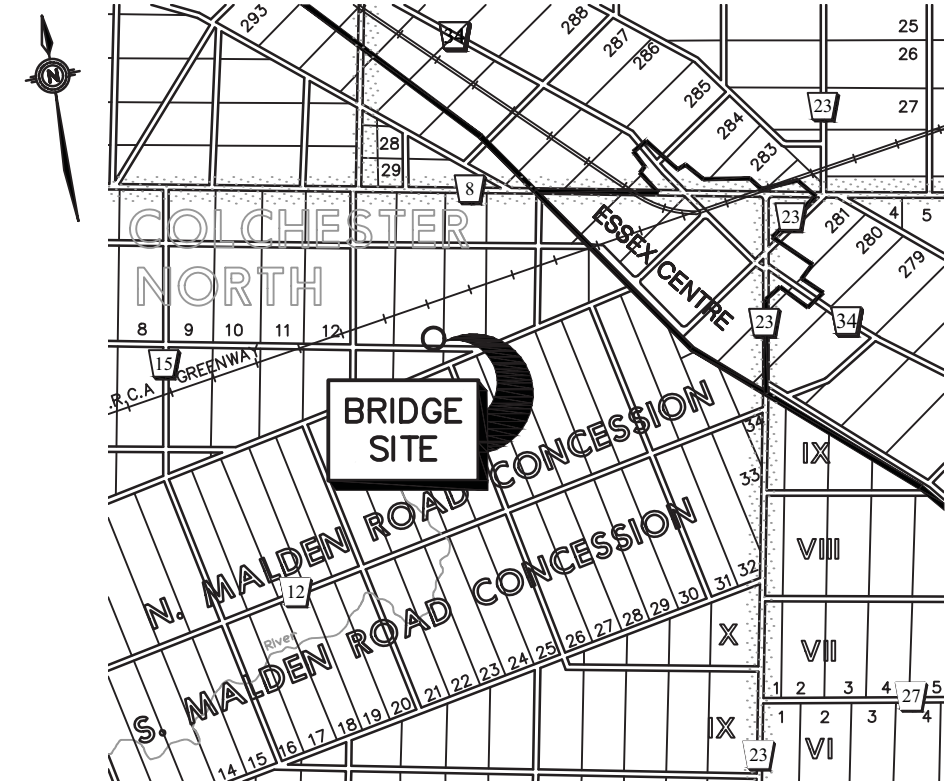
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
900mmØ	12.0m (39.37 FT.)	2.0 mm	68 X 13	ALUMINIZED CORRUGATED HEL-COR C.S.P.	UPSTREAM INV. (E) = 191.446m DOWNSTREAM INV. (W) = 191.436m CL TOP OF DRIVEWAY = 192.759m DRAIN GRADE = 0.09%

BARRETTE DRAIN  
BRIDGE FOR BRENDAN BYRNE (570-0500)  
(GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH)  
IN THE  
TOWN OF ESSEX  
IN THE  
COUNTY OF ESSEX • ONTARIO



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

- NOTE:**
1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
  2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
  3. Install Pipe in Dry Conditions
  4. Provide Erosion & Sediment Control
- in Accordance with O.P.S.S. 518, 577, 805, and D.P.S.D. 805, 219.180, 219.190, 219.191



**KEY PLAN**  
Scale = 1:100,000



**Rood  
ENGINEERING  
INC.**

CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1821

FILE No.:  
**2020D009**

DRAWN BY: M.A.  
PLOT CODE: 1:1  
FILE: REI2020D009.DWG

DATE: 2021-01-25

APPENDIX 'E'  
**14 OF 14**



# **The Corporation of the Town of Essex**

## **By-Law Number 2000**

### **Being a by-law to provide for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Project REI2020D009, Town of Essex, County of Essex**

**Whereas** the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the Barrette Drain: Repair and Improvements, Geographic Township of Colchester North, Project REI2020D009, Town of Essex, County of Essex;

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

**And Whereas** an Engineers Drainage report dated January 25, 2021 and considered by the Drainage Board at its March 17, 2021 Consideration of Report meeting, has been procured and made by Gerard Rood, Professional Engineer, Rood Engineering Inc. and that the said report is attached hereto and forms part of this by-law as Schedule "A" hereto;

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

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

1. That the Engineers Drainage report dated January 21, 2021 and considered by the Drainage Board at its March 17, 2021 Consideration of Report meeting and attached hereto as Schedule A to this By-law is hereby adopted and that the said drainage works and/or improvements as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$153,650.00, the amount necessary for the construction of the said drainage works.

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

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

and such debentures shall be made payable: a) in the case of assessments in value of between \$1,500.00 and \$7,499.99 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s); or b) in the case of assessments in value of \$7,500.00 and greater, within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of \$1,499.99 or less are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "Barrette Drain: Repair and Improvements".

**Read a first and a second time and provisionally adopted on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally passed on**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



## Report to Council

Department: Community Services  
Division: Community Services  
Date: April 6, 2021  
Prepared by: Doug Sweet, Dir. Community Services/Deputy CAO  
Report Number: Community Services-2021-02  
Subject: CS-2021-SERT April Update  
Number of Pages: 3

### Recommendation(s)

The following recommendation is provided for Council's consideration:

1. That Community Services Report 2021-002 entitled "Special Events Resource Team (SERT) April Update" be **received** for council information.

### Purpose

To update Council on a regular basis of the events and requests that have been reviewed by the Town of Essex Special Events Resource Team (SERT).

### Background and Discussion

The Department of Community Services in April 2014 established an internal administration group called the Special Events Resource Team to review Special Event requests on Town of Essex property. The Special Events Resource Team consists of Town

of Essex staff from a number of departments as well as outside agencies to assist groups in the initial planning stages of their events.

## **Summary of Events**

Below is list of upcoming events submitted and/or reviewed by the Special Events Resource Team. Please note some events will be listed under more than one section depending on their event/request:

### **Special Events**

Amazing Grace Event – Sadlers Park	April 3
Alzheimers Downward Dog for Dementia – Sadlers Park	May 22
University of Windsor Graduation Photos – Heritage Park	June 23
McGregor Mug Run – Co-An Park	Sept 25

### **Road Closures/Parades and Processions**

i. McGregor Mug Run	Sept 25
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### **Special Occasion Permits**

i. McGregor Mug Run	Sept 25
---------------------	---------

### **Letter of Non-Objection Requests**

i. None	
---------	--

## **Financial Impact**

There is no financial cost to the Corporation for the development of the Special Events Resource Team.



## **Risk Analysis**

The creation of an Essex Special Events Resource Team will limit the risk of holding events within the Town as a formal tool and will now be in place which will be reviewed by all parties in collaboration to ensure all requirements are in place prior to an event. During Covid, all confirmation letters include a clause that the event organizers are responsible to know and follow all provincial and local health restrictions for the zone Windsor-Essex County is in during the dates of their event.

## **Consultations**

- Special Event Resource Team members

## **Link to Strategic Priorities**

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

### Report Approval Details

Document Title:	CS-2021-SERT April Update - Community Services-2021-02.docx
Attachments:	
Final Approval Date:	Mar 30, 2021

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 stylized with a large, sweeping "C" and a long, horizontal stroke extending to the right.

**Chris Nepszy, Chief Administrative Officer - Mar 30, 2021 - 10:15 AM**



## Report to Council

Department: Community Services  
Division: Community Services  
Date: April 6, 2021  
Prepared by: Doug Sweet, Dir. of Community Services/Deputy CAO  
Report Number: Community Services-2021-03  
Subject: Colchester Beach and Parking Enforcement - 2021  
Number of Pages: 4

### Recommendation(s)

The following two (2) recommendations are provided for the Council's consideration:

1. That Community Services Report 2021-003 entitled "Colchester Beach and Parking Enforcement - 2021" be received, and further
2. That Council approve contracting Commissionaires Security to provide parking enforcement around Colchester Park and Colchester Beach areas, and in addition provide staffing for beach security on the Colchester Beach for the 2021 summer operating season.

### Purpose

To have Council approve contracting Commissionaires Security to provide parking enforcement and beach security for the 2021 summer operating season around the Colchester Park and Beach area.

## Background and Discussion

In July 2020, Council approved the hiring of a 3<sup>rd</sup> party security company to assist in providing parking enforcement and beach security around the Colchester Park and Beach areas during the summer weekend peak periods to address parking issues and users not following rules while utilizing the Colchester Beach. Commissionaire's Security was retained and in conjunction with the OPP, Health Unit Bylaw officers and the Town's Bylaw Enforcement officer all four organizations worked together to provide a uniformed presence 7 days a week during the summer of 2020 in the Colchester area. The goal of all the parties was to take an "education first" approach on where people can park or what bylaws are in place and hopefully the patrons would comply. Overall, in 2020 only 8 parking tickets were issued by Commissionaires and with the additional security presence, and combined with an increased Town social media campaign it appeared the parking and beach issues seemed to be greatly reduced.

Administration has met with Commissionaires Security for offering the same service provided in 2020, and they are able to again provide 1 parking enforcement staff that can issue tickets and 1 staff to monitor the beach. The beach security position, similar to 2020 cannot issue tickets but is a uniformed staff that is present on the beach and park, and educates users on Town bylaws and policies. If they receive resistance or lack of cooperation they are instructed to contact the OPP for assistance.

In 2020 Commissionaires provided 2 staff (1 parking and 1 beach security) on Fridays, Saturdays, Sundays and holidays for an 8 week period. In reviewing the 2020 hours, Administration is recommending for the upcoming season to only contract Commissionaires for Saturday, Sunday and holidays for 11 weeks from June 26, 2021 until September 6, 2021 (Labour Day Weekend). The hours and complaints will be monitored throughout the season and if other days are needed for additional onsite security presence the Town is able to add days to the agreement.

In addition to providing onsite security again in 2021, Administration will continue to promote and educate the public on parking locations in the Colchester area through social media and strategic placed signage.

## **Financial Impact**

To provide additional parking and beach security in the Colchester area similar to 2020, Administration had increased the harbour security operating budget for security services by \$13,000 beginning in 2021. These funds have been approved in the 2021 Town operating budget and will cover the costs to provide this service for the 11 week period.

## **Consultations**

Commissionaires Security

## Link to Strategic Priorities

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

## Report Approval Details

Document Title:	CS-2021-Colchester Beach and Parking Enforcement - Community Services-2021-03.docx
Attachments:	
Final Approval Date:	Mar 30, 2021

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

**No Signature found**

**Jeffrey Morrison, Director, Corporate Services/Treasurer - Mar 25, 2021 - 3:51 PM**

A handwritten signature in black ink, appearing to read "Chris Nepszy". The signature is stylized with a large, sweeping "C" and a long, horizontal stroke extending to the right.

**Chris Nepszy, Chief Administrative Officer - Mar 30, 2021 - 10:32 AM**





## Report to Council

Department: Infrastructure Services

Division: Capital Works and Infrastructure

Date: April 6, 2021

Prepared by: Kevin Girard, P.Eng., MBA  
Director, Infrastructure Services

Report Number: Capital Works and Infrastructure-2021-03

Subject: Results of Request for Tender -2021 Supply and  
Application of Maintenance Stone

Number of Pages: 3

### Recommendation(s)

**That** Capital Works and Infrastructure-2021-03 entitled, "Results of Request for Tender -2021 Supply and Application of Maintenance Stone" prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received, and

**That** Council award the Request for Tender – 2021 Supply and Application of Maintenance Stone to Southwestern Sales Corporation Limited up to the amount of \$185,000.00 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 \$100,000.00. This report is to seek Council's approval to appoint a qualified contractor to provide the Town with Maintenance Stone for 2021.

## Background and Discussion

The Town of Essex is required to carry out regular maintenance of the roads to ensure their safe condition. As part of the maintenance program, the Town has to seek a qualified contractor for the supply and application of 100% crushed dolomite stone, and the material shall meet the requirements of the Ontario Provincial Standard Specification (OPSS) 1010, material specifications for Granular "M" (0 – 5/8") material and shall have a minimum bulk relative density of 2.7.

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 3, 2021 at 3:00:00 pm.

The Tenders were reviewed for arithmetic errors, completeness, legibility, revisions and irregularities. In addition, there were no apparent unbalanced prices in the Schedule of Items and Prices. The results of the submitted tender prices are noted in Table below:

Name of Tenderer	Total Price based on 7,500 tons of Maintenance Stone including non-refundable Harmonized Sales Tax (1.76%)
Jeff Shepley Excavating Limited	\$ 211,330.08
Southwestern Sales Corporation Limited	\$ 178,970.40

Southwestern Sales Corporation Limited submitted the lowest bid and they are the previous supplier for the same maintenance stone with satisfactory services.

## Financial Impact

As per the 2021 Operating Budget, \$185,000.00 (GL Account 1-3-31-315-51700) was approved for the supply and application of maintenance stone. The quantities as set out in the Form of

Tender (7,500 tons) are approximate only, and are given as a basis for estimating and comparing tenders. Administration will utilize the unit prices provided by the successful tenderer to supply a quantity of maintenance stone which does not exceed the \$185,000.00 approved budget allotment.

## **Consultations**

Jackson Tang, Assistant Manager, Business Services

Jeffery Morrison, Director, Corporate Services/Treasurer

Richard Beausoleil, Manager, Capital Works and Infrastructure

## **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 - 2021 Supply and Application of Maintenance Stone - Capital Works and Infrastructure-2021-03.docx
Attachments:	
Final Approval Date:	Mar 18, 2021

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 18, 2021 - 12:14 PM**



## Report to Council

Department: Infrastructure Services

Division: Capital Works and Infrastructure

Date: April 6, 2021

Prepared by: Kevin Girard, P.Eng., MBA,  
Director, Infrastructure Services

Report Number: Capital Works and Infrastructure-2021-04

Subject: Results of Request for Tender – 2021 Supply of  
Articulated Grader

Number of Pages: 5

### Recommendation(s)

**That** Capital Works and Infrastructure 2021-04 entitled, "Results of Request for Tender - 2021 Supply of Articulated Grader" prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received, and

**That** Council award the Request for Tender – 2021 Supply of Articulated Grader to Brandt Tractor Ltd. in the amount of \$469,897.32 including additional attachments, extended warranty, and non-refundable HST; and

**That** Council approve the additional funding of \$19,897.32 above the approved 2021 capital budget for the articulated grader (Project No. PW-21-0005) through the Public Works Equipment Reserve.

## Purpose

In accordance with the Town Procurement By-Law 1043, Council approval is required for purchases in excess of \$100,000.00. This report is to seek Council's approval to award the request for tender for the Supply of Articulated Grader to Brandt Tractor Ltd.

## Background and Discussion

As part of the 2021 approved capital budget, Council approved the replacement of Public Works Grader Unit #505.

A Request for Tender following the guidelines as set out in the Town's Procurement By-Law Number 1043 for the Supply of an Articulated Grader was posted both on the Town's website and Merx, and closed on February 24, 2021 at 3:00:00 PM.

Two Tenders were received and reviewed for arithmetic errors, completeness, legibility, revisions and irregularities. Upon review, it was determined that the tender submitted by Toromont CAT did not meet the specifications outlined in the Request for Tender, and therefore, was disqualified. In addition, there was an arithmetic error identified in the Brandt Tractor submission, the correction was made by Town Administration which is being reported in this report. The results of the submitted tender prices including applicable taxes are noted in Tables below:

	Brandt Tractor
Articulated Grader	\$ 409,700.40
Non-refundable HST	\$ 6,946.73
<b>Total Cost of Articulated Grader</b>	<b>\$ 416,647.13</b>

During tendering, the Town also included provisional items in the Request for Tender to explore grader attachments that would improve road shoulders and Public Works operations. The provisional items include a tow behind roller, shown in Figure 1, that is used during the

final grading pass to compact loose gravel, improving the ride and reducing stone fly off. Also included were quick attach cutting edge blades, to improve operational efficiencies. In addition, the Town also sought pricing from suppliers to provide a 5 year (6,000 hour) extended warranty. These provisional items were included in the Brandt Tractor tender submission and are shown in the table below:

Provisional Items	Cost (including non-refundable HST)
Roller/Packer Attachment	\$ 36,256.27
Sharq Cutting Edge System	\$ 2,951.04
Extended Warranty (5 year – 6,000 hour)	\$ 14,042.88
<b>Total of Provisional Items</b>	<b>\$ 53,250.19</b>

***Figure 1 – Roller/Packer Attachment***



Based on the pricing provided in the submission, it is recommended that the articulated grader along with the roller/packer attachment, quick connect cutting edge system, and 5 year (6,000 hour) extended warranty, be awarded to Brandt Tractor.

## Financial Impact

The 2021 approved capital budget for the Articulated Grader (Project No. PW-21-0005) is \$450,000. Therefore, there are sufficient funds in the 2021 Capital Budget to proceed with the purchase of the Articulated Grader as detailed within this report in the amount of \$416,647.13 including non-refundable HST.

As previously described, it is recommended that Council approve the additional expenditures in the amount of \$53,250.19 including non-refundable HST to include the roller/packer attachment, Sharq cutting edges, and extended warranty. Therefore, it is recommended the total cost in the amount of \$469,897.32 be awarded to Brandt Tractor, and that the resulting over expenditure in the amount of \$19,897.32 be transferred from the Public Works Equipment reserve.

As part of the tender, Brandt Tractor has offered \$15,000 for trade-in value for the existing Public Works Grader (Unit #505). These funds will be transferred to the Asset Management Lifecycle Reserve.

## Consultations

Jackson Tang, Assistant Manager, Business Services

Richard Beausoleil, Manager, Capital Works and Infrastructure

Jeffrey Morrison, Director, Corporate Services/Treasurer

Kate Giurissevich, Manager, Finance and Business Services



## Link to Strategic Priorities

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

### Report Approval Details

Document Title:	Results of Request for Tender - Supply of Articulated Grader - Capital Works and Infrastructure-2021-04.docx
Attachments:	
Final Approval Date:	Mar 24, 2021

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

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

**Chris Nepszy, Chief Administrative Officer - Mar 24, 2021 - 11:25 AM**



## Report to Council

Department: Infrastructure Services

Division: Capital Works and Infrastructure

Date: April 6, 2021

Prepared by: Kevin Girard, P.Eng., MBA  
Director, Infrastructure Services

Report Number: Capital Works and Infrastructure-2021-05

Subject: Results of Request for Tender – Single Axle Plow Truck  
and Winter Control Equipment 2021

Number of Pages: 4

### Recommendation(s)

**That** Capital Works and Infrastructure -2021-05 entitled, "Results of Request for Tender – Single Axle Plow Truck and Winter Control Equipment 2021" prepared by Kevin Girard, Director, Infrastructure Services dated April 6, 2021 be received, and

**That** Council award the Request for Proposals as follows:

- a. Supply of Single Axle Plow Truck Cab and Chassis 2021 to Team Truck Centres Ltd. in the amount of \$124,577.65 including non-refundable HST, and
- b. Supply of Winter Control Equipment for a Single Axle Plow Truck with Stainless Steel Dump Body to Viking-Cives Ltd. in the amount of \$155,447.56 including non-refundable HST.

**That** Council approve the additional funding of \$4,861.86 including non-refundable HST above the approved 2021 Capital Budget of \$280,000.00 for Project PW-21-0041 for the Supply of

Winter Control Equipment for a Single Axle Plow Truck, Supply of a Single Axle Plow Truck Cab and Chassis, and 5 year extended warranty from the Public Works Equipment Reserve.

## Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required for purchases in excess of \$100,000.00. This report is to seek Council's approval to appoint qualified suppliers to provide the Town with a Single Axle Plow Truck Cab and Chassis and Winter Control Equipment.

## Background and Discussion

The purchase of one single axle plow truck cab and chassis with winter control equipment was approved in the 2021 Capital Budget as project PW-21--0041.

Two separate Tenders (one for the cab and chassis and one for the winter control equipment), 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 on February 17, 2021 at 3:00:00 pm.

The Tenders were reviewed for arithmetic errors, completeness, legibility, revisions and irregularities. In addition, there were no apparent unbalanced prices in the Schedule of Items and Prices. The results of the submitted tender prices for two different Tenders are noted in the Tables below:

### Supply of Winter Control Equipment for a Single Axle Plow Truck with Stainless Steel Dump Body

Name of Proponent	Total Amount including non-refundable HST (1.76%)
Viking-Cives Ltd.	\$ 155,447.56

## Supply of a Single Axle Plow Truck Cab and Chassis

Name of Tenderer	Total Amount including non-refundable HST (1.76%)
Team Truck Centres Ltd.	\$124,577.65
401 Truck Source Inc.	\$144,742.52

Viking-Cives Ltd., submitted a compliant bid which satisfied all of the tender specifications and requirements. They have provided the Town of Essex similar equipment with satisfactory services.

The low bid from Team Truck Centres Ltd. met all the tender specifications. They have also successfully provided the Town of Essex with various equipment over the years.

## Financial Impact

The 2021 Capital Budget had an approved amount of \$280,000.00 (Project PW-21-0041) for the purchase of one single axle plow truck cab and chassis with winter control equipment. The overall total amount from the recommended suppliers is \$280,025.21 including non-refundable HST.

Included in the Request for Tender, the Town also included a provisional item for a 5 year extended warranty on the cab and chassis. The cost to include the extended warranty is \$4,836.65. Based on the pricing provided, it is recommended that Council approve this additional expenditure.

Therefore, the 2021 approved budgeted amount for PW-21-0041 is not sufficient to cover the overall total cost of \$284,861.86 including the extended warranty and non-refundable HST.

Additional funds in the amount of \$4,861.86 are required to be transferred from the Public Works Equipment Reserve to cover this shortage.

## **Consultations**

Jackson Tang, Assistant Manager, Business Services

Jeffery Morrison, Director, Corporate Services/Treasurer

Richard Beausoleil, Manager, Capital Work and Infrastructure

## **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 – Single Axle Plow and Winter Control Equipment.docx
Attachments:	
Final Approval Date:	Mar 23, 2021

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

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

**Chris Nepszy, Chief Administrative Officer - Mar 23, 2021 - 12:25 PM**



## Report to Council

Department: Infrastructure Services  
Division: Drainage  
Date: April 6, 2021  
Prepared by: Lindsay Dean, Drainage Superintendent  
Report Number: Drainage-2021-02  
Subject: Appointment of an Engineer under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain  
Number of Pages: 3

### Recommendation(s)

**That** Drainage-2021-02 entitled Appointment of an Engineer under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain prepared by Lindsay Dean, Drainage Superintendent dated April 6, 2021 be received, and

**That** Council appoint Rood Engineering Incorporated under Section 78 of the Drainage Act to enclose a portion of the Bassett Drain.

### Purpose

The Town of Essex has received a request to enclose a portion of the Bassett Drain for the property located at 2436 County Road 20 West.

### Background and Discussion

The Bassett Drain runs from Roseborough Road along the north side of County Road 20 westerly to its outlet into the Richmond Drain.



Under Section 78 of the Drainage Act, Council may appoint an engineer to make repairs or improvements to existing municipal drains that have been passed under municipal by-law. The Bassett Drain is a municipal drain that has been adopted by municipal by-law and any changes made to the drain such as an enclosure would qualify under this section of the act.

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

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

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

## Schedule

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

- Council approval and appointment of Engineer –May 2021
- On Site Meeting – June 2021
- Submission of Report and notification period –November 2021
- Consideration of the Report by the Drainage Board –November 2021
- Provisional By-law and Adoption by Council – December 2021
- Court of Revision –January 2022
- 3<sup>rd</sup> and Final Reading of the By-law – February 2022
- Construction (dependent on weather and agency approvals)- March to Summer 2022

## Financial Impact

The landowner receiving the culvert will be responsible for all costs associated with the construction, engineering and incidental costs related to the enclosure. Cost sharing to upstream lands and roads may be applicable for the replacement of the existing culvert that will be included in the new enclosure.

## 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:	Appointment of Engineer for Bassett Drain Enclosure.docx
Attachments:	
Final Approval Date:	Mar 31, 2021

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

**Norm Nussio, Manager Operations and Drainage - Mar 31, 2021 - 9:59 AM**



**Kevin Girard, Director, Infrastructure Services - Mar 31, 2021 - 10:31 AM**



**Chris Nepszy, Chief Administrative Officer - Mar 31, 2021 - 10:54 AM**



## Report to Council

Department: Development Services

Division: Planning

Date: April 6, 2021

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

Report Number: PLANNING2021-07

Subject: Site Specific Zoning Amendment: o County Road 50 East (ZBA-01-21) and 3900 North Malden Road (ZBA-02-21) and o South Talbot Road (ZBA-03-21)

Number of Pages: 12 including attachments

### Recommendation(s)

**That** Planning-2021-07 entitled Site Specific Zoning Amendment: o County Road 50 East (ZBA-01-21) and 3900 North Malden Road (ZBA-02-21) and o South Talbot Road (ZBA-03-21) prepared by Rita Jabbour, RPP, Manager, Planning Services dated April 6, 2021 be received,

**That** Bylaw Number 2005, being a Bylaw to amend By-law Number 1037 for the lands comprising lots 40-52 on Registered Plan Number 1390 be adopted,

**That** Bylaw Number 2003, being a Bylaw to amend By-law Number 1037 for the property at 3900 North Malden Road be adopted, and

**That** Bylaw Number 2004, being a Bylaw to amend Bylaw Number 1037 for the lands comprising Parts 1 and 2 on 12R28489 be adopted.

## Purpose

To recommend adoption of three (3) site specific zoning amendments for the lands comprising lots 40-52 on Registered Plan Number 1390; the lands located at 3900 North Malden Road; and, for the lands comprising Parts 1 and 2 on 12R28489. The zoning amendments are required to permit at the respective locations: residential infilling for four (4) residential lots; the use of the existing single-detached dwelling to accommodate the housing of farm help; and, the development of a motor vehicle dealership.

## Background and Discussion

An application for three (3) site specific zoning amendments to the Comprehensive Zoning Bylaw, Bylaw 1037 were received at the Town of Essex for the vacant residential lands located on the west side of Breezeway Drive (just south side of County Road 50 East) and identified as Lots 40-52 on Registered Plan 1390 in the former township of Colchester South (Ward 3) ; the agricultural lands on the north side of North Malden Road and known municipally as 3900 North Malden Road in the former township of Colchester North (Ward 2); and, the vacant industrial lands on the north side of South Talbot Road and identified as Parts 1 and 2 on 12R28489 in the Essex Centre (Ward 1).

### Lots 40 to 52 on Registered Plan 1390 (ZBA-01-21)

The subject lands are 0.8 hectares (2 acres) in total land area. They are designated “Lakeshore Residential” on Schedule A-3 of the Town of Essex Official Plan and is zoned Residential District 1.1 (R1.1) for low density housing on urban lots on Map 18 of Bylaw 1037.

The Subject Lands are vacant and are currently being utilized as an accessory use to the Kiwanis Camp: a campsite for youth located to the west of the subject lands. The lands are located within a residential district and are also in proximity to the Erie Shores Campground. The campground contains a provincially significant Wetland and area of natural environment, however, the subject lands are **not** within 120 metres of these features. The subject lands are

within 120 metres of a natural heritage feature located on the lands to the south (Note: Adjacent lands are defined as lands within 120 metres of a significant natural feature under the Official Plan. In accordance with the Official plan, development and site alteration is not permitted within 120 metres of a significant natural feature unless it has been demonstrated that there will be no negative impact on the feature or their ecologic function).

**Figure 1.** Location Map of Subject Lands

- A reduction in the minimum lot area from 4000 square metres to 1850 square metres to permit residential infilling for four (4) residential lots, more specifically, Lots 40-52 on Registered Plan 1390

In 2014, the subject lands received a zoning amendment for the conversion of the lands zoning designation from Green District to Residential District to permit the construction of one (1) single detached dwelling. In order to satisfy Council's direction for no more than six (6) building lots and to qualify as "minor infilling" as permitted for lands within the Lakeshore Residential district, a supplementary regulation was added restricting the building lot to a minimum lot area of 4000 square meters (approximately 43,000 square feet) (**Note:** The subject lands are comprised of thirteen registered and transferrable building lots on Registered Plan 1390).

**Any Bylaw passed under Section 34 of the *Planning Act* such as Bylaw 1037, may be amended to allow for uses that are not permitted in the respective zoning district so long as the new use is permitted under the Official Plan for the area in which the subject property is designated.**

The Town of Essex Official Plan permits "minor infilling" and single detached dwellings within currently established and zoned residential areas in the Lakeshore Residential designation where the development meets the applicable provisions for septic systems. The minimum lot area required for lots not serviced by a sanitary sewer is 1850 square metres under zoning district R1.1.

Under the Provincial Policy Statement 2020 (PPS, 2020), residential development that is locally appropriate is permitted on *rural lands*: defined as lands which are located outside settlement area and which are outside prime agricultural areas. Development, however, must be appropriate to the infrastructure which is available and avoid the need for the uneconomical/ unjustified expansion of infrastructure. Municipal water is available along Breezeway Drive and the road is owned by the Town of Essex. All neighbouring properties are serviced by septic systems.

A statutory public meeting was held on Monday March 29 through virtual means to hear public comments on the application prior to Council rendering a decision on the application on April 6. A copy of the public presentation is attached to this report. No written comments were

received in advance of the meeting from members of the public and no delegations presented oral comments other than the Applicants and their agent.

As a result of circulation, three (3) comments were provided by Essex Fire and Rescue Services, the County of Essex, and the Essex Region Conservation Authority (ERCA). The County and ERCA noted the need for additional permits to satisfy County road setbacks and flood regulations, but there were no objections to the proposal.

Bylaw 2005 revises Bylaw 1313 and section 28.1.30 of the Zoning Bylaw to remove the minimum lot area regulations for lots 40-52 on Registered Plan 1390.

3900 North Malden Road (ZBA-02-21)

The subject lands are 48 hectares (119 acres) in total land area. They are designated "Agricultural" on Schedule A-1 of the Town of Essex Official Plan and are zoned Agricultural District 1.1 (A1.1) for general agriculture and farm production support activities on Map 5 of Bylaw 1037.

The Subject Lands include one (1) single detached dwelling, two (2) pole barns, and two (2) agricultural buildings. The lands are currently being utilized for cash cropping purposes. The Applicants also raise livestock (beef cattle, chickens and horses).





### Figure 2. Location Map of Subject Lands

The lands are located within a agricultural district, 1.3 kilometres west of the Essex Centre. The lands are within 120 metres of a natural heritage feature located at the northwest corner of the property (**Note:** Adjacent lands are defined as lands within 120 metres of a significant natural feature under the Official Plan. In accordance with the Official plan, development and site alteration is not permitted within 120 metres of a significant natural feature unless it has been demonstrated that there will be no negative impact on the feature or their ecologic function).

The Applicant (Lorne McKim) is requesting a site specific zoning amendment to Bylaw 1037 to permit the following:

- The use of the existing single-detached dwelling to accommodate the housing of farm help.

A *dwelling* is defined as a building or structure that is occupied in whole or in part by, for the purposes of human habitation under Bylaw 1037. Only one (1) single detached dwelling is permitted per lot in the A1.1 zoning district.

**Any Bylaw passed under Section 34 of the *Planning Act* such as Bylaw 1037, may be amended to allow for uses that are not permitted in the respective zoning district so long as the new use is permitted under the Official Plan for the area in which the subject property is designated.**

Under the Town of Essex Official Plan, one (1) or more *ancillary dwelling* for the purposes of housing farm help is permitted by site specific zoning-bylaw amendment and site plan control approval. An ancillary use is defined as a use which complements or otherwise provide a service to the main uses of the zoning district in which it is located.

The applicant must satisfy the Council that the following criteria are met:

- 1) The farm operation is of such a size and nature that this assistance is required and residential accommodation needs to be located on or close by the farm:

The applicant has taken over the farming operation and would like to build his principle residence on the property but would like to retain the existing dwelling to accommodate housing for his father who currently resides in the dwelling and is essential to the daily functioning of the farm.

The applicant owns 300 acres of agricultural land for crop farming and the applicant has livestock that requires daily monitoring.

- 2) The ancillary dwelling(s) are located on the lot and accessed in such a way to prevent the creation of a severance residential lot in the future:

The current home and new home would both be located on the lot next to each other. They will both share the same access area and will be required to maintain the same water service connection, precluding a potential severance. The new home would be

setback to allow for convenient access and flow of farm vehicles in, around and out of the property.

Under the Provincial Policy Statement 2020 (PPS, 2020), permitted uses and activities in prime agricultural area include agricultural uses. The PPS definition of *Agricultural Uses* includes accommodation for full-time farm labour when the size and nature of the operation requires additional employment.

A statutory public meeting was held on Monday March 29 through virtual means to hear public comments on the application prior to Council rendering a decision on the application on April 6. A copy of the public presentation is attached to this report. No written comments were received in advance of the meeting from members of the public and no delegations presented oral comments other than the Applicant and their agent.

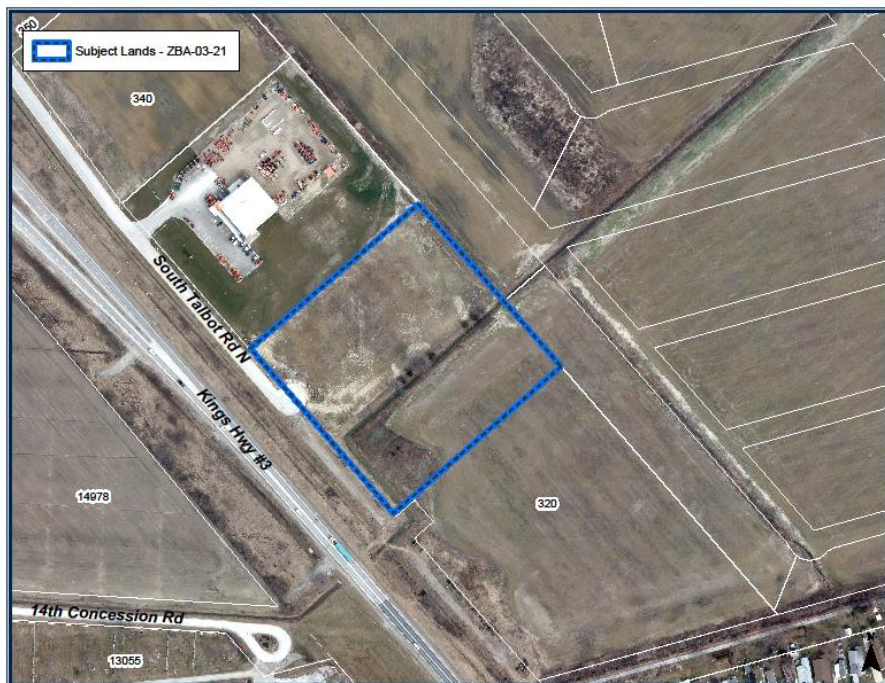
As a result of circulation, four (4) comments were provided by Essex Fire and Rescue Services, Town of Essex Infrastructure Services, Town of Essex Building Division and the Essex Region Conservation Authority (ERCA). ERCA noted the need for additional permits to satisfy flood regulations; Infrastructure Services noted that all water needed to be supplied from the existing plumbing; and, Building noted that proof of existing migrant accommodation may be required to facilitate this request with the Ministry of Agriculture, food and rural affair. No objections to the proposal were expressed.

Bylaw 2003 adds supplementary regulations to Bylaw 1037 for the subject lands to accommodate the housing of farm help in the existing dwelling and in accordance with the approved site plan.

#### Parts 1 and 2 on 12R28489 (ZBA-03-21)

The subject lands are 2 hectares (5 acres) in total land area. They are designated "Industrial" on Schedule A-2 of the Town of Essex Official Plan and is zoned Manufacturing District 1.3 (M1.3) for Light Industrial and Business Park on Map 03 of Bylaw 1037.

The Subject Lands are vacant. The lands are located within the Essex Centre Settlement Area parallel King's Highway Number 3 and south of the Essex Town Centre residential development. The subject lands are also neighboured by industrial and highway commercial development to the east, west and south. The subject lands are accessed through South Talbot Road and are serviced by a municipally owned and operated water supply along the property frontage. Municipally owned and operated sanitary sewers are located at the rear of the site and is accessed through an existing easement.



**Figure 3.** Location Map with Subject lands

A portion of the Rush Drain is located upon the lands. As a result of the reconstruction of South Talbot Road, the Rush Drain will be relocated as well.

The Applicants (Salvatore Mazzella) are the proprietors of Sturgeon Woods RV Sales and Campground in Leamington. They are requesting a site specific zoning amendment to Bylaw 1037 to permit the following:

- The development of a motor vehicle dealership for the sale and display of Recreational Vehicles (RV); and
- The development of one (1) building for a sales office, parts store and repair garage (service building).

*A Motor Vehicle Dealership* means a lot and building or part thereof used for any one (1) or more of the following: The sale, lease or rental of motor vehicles, and, will also include any one (1) or more of the following accessory uses: an outdoor storage yard exclusively for the storage and display of motor vehicles; a heavy repair shop exclusively for the maintenance and repair of motor vehicles.

**Note:** A self-storage facility is also proposed for the subject lands but does not require a zoning amendment because it is a permitted use under the M1.3 zoning district.

**Any Bylaw passed under Section 34 of the *Planning Act* such as Bylaw1037, may be amended to allow for uses that are not permitted in the respective zoning district so long as the new use is permitted under the Official Plan for the area in which the subject property is designated.**

The Town of Essex Official Plan permits a motor vehicle dealership for lands designated "Industrial".

Under the Provincial Policy Statement 2020 (PPS, 2020), Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

A statutory public meeting was held on Monday March 29 through virtual means to hear public comments on the application prior to Council rendering a decision on the application on April 6. A copy of the public presentation is attached to this report. No written comments were received in advance of the meeting from members of the public and no delegations presented oral comments other than the Applicants and their agent.

As a result of circulation, three (3) comments were provided by Essex Fire and Rescue Services, the Ministry of Transportation (MTO), and the Essex Region Conservation Authority (ERCA). ERCA noted no objections but that further comments would be provided on the stormwater management plan as a result of site plan control approval. The MTO noted site access will continue to be via South Talbot Road and building and land use permits will be required. The MTO will require drainage, servicing and stormwater plans as a part of the site plan control process. The MTO has no objections to the proposed zoning amendment.

Bylaw 2004 revises Bylaw 1037 for the subject lands to add supplementary permitted use to accommodate a motor vehicle dealership.

## **Financial Impact**

Notwithstanding an appeal, there is minimal financial impact associated with costs to undertake normal administrative operations for notifying the applicant and interested parties of the decision, and revising planning documents to reflect the amendments. Costs are recouped through the application fee which is presently at sixty-percent (60%) cost recovery.

## **Consultations**

Notice of the applications for zoning bylaw amendment were circulated to all persons and public bodies required to be notified under subsection 5(9) of Ontario Regulation 545/06, including staff members from each Town of Essex department.

## Link to Strategic Priorities

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

## Report Approval Details

Document Title:	Site Specific Zoning Amendment (0 County Road 50 East) (3900 North Malden Road) (0 South Talbot Road).docx
Attachments:	<ul style="list-style-type: none"><li>- Bylaw 2003.docx</li><li>- Bylaw 2004 (PTS 1 and 2 on RP 28489).docx</li><li>- Bylaw 2005 (Lots 40-52 on RP 1390).docx</li><li>- o County Road 50 East (Kiwanis Camp of Windsor).pdf</li><li>- 3900 North Malden Road Presentation.pdf</li><li>- Sturgeon Woods RV Sales Lot.pdf</li></ul>
Final Approval Date:	Mar 30, 2021

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



**Lori Chadwick, Director, Development Services - Mar 30, 2021 - 2:43 PM**



**Chris Nepszy, Chief Administrative Officer - Mar 30, 2021 - 2:44 PM**





# **Public Meeting**

**Regarding a Site Specific Zoning Amendment  
at 0 County Road 50 East**

**Applicant: Kiwanis Camp of Windsor**

**March 29, 2021**

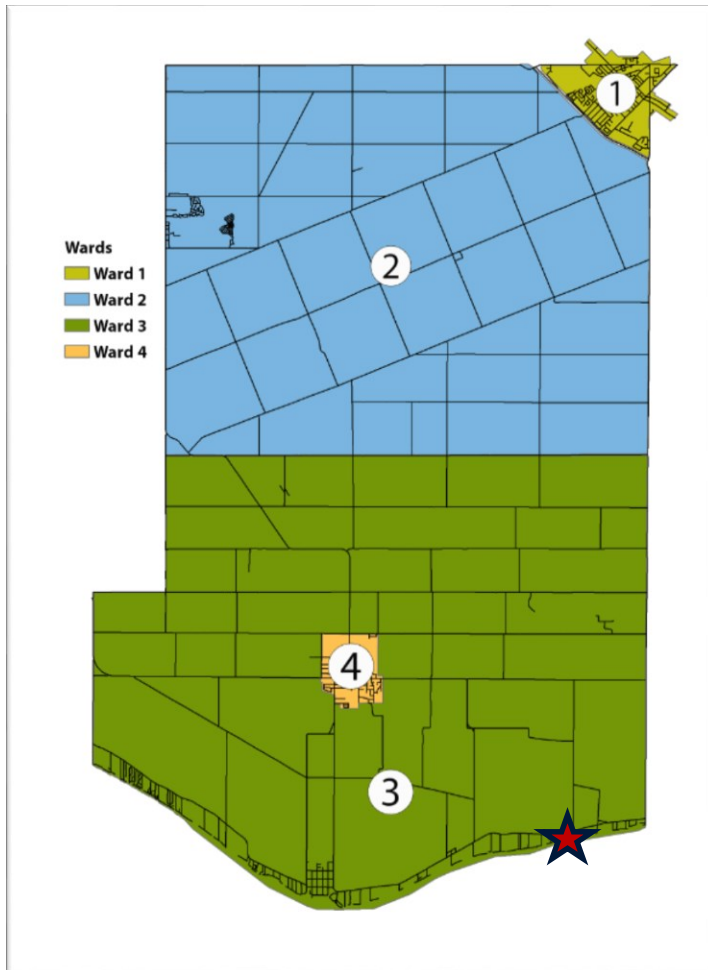


## Purpose of Meeting:

At this statutory public meeting, Council hears representations regard to the merits and concerns related to the application for amendment.

**Council does not make a decision at this time.**

# Subject Lands



## Location:

0.8 hectares (2 acres) of residential lands on the South side of County Road 50 East

**Official Plan Designation:**  
Lakeshore Residential

**Existing zoning:** Residential District 1.1, low density housing on urban lots

★ Subject lands

# Development Profile

- Vacant land on the West side of Breezeway
- Accessory to Kiwanis Camp
- **Within 120 metres** of Natural Heritage Feature



# Neighbourhood Profile

- South of County Road 50
  - Residential District 1.1
  - Just East of Kiwanis Camp, Erie Shore Campground
  - **Not** within 120 metres of Provincially significant wetland/Area of Natural Environment
- North of County Road 50
  - General agricultural District



- ★ Subject lands
- ★ Wetland/Area of Natural Environment

# Infrastructure

## Existing Infrastructure:

- Municipal Road (gravel, Owned by the Town but not assumed)
- Municipally owned and operated water supply depicted in blue
- Provisions for private on-site septic system system required



## Subject Lands



# Proposed Zoning Change

To permit a reduction in the minimum lot area from 4000 square metres to 1850 square metres to permit residential infilling for four (4) residential lots (Lots 40-52 on RP 1390)



# Reason for Zoning Change

## 2014:

- Zoning Bylaw Amendment approved to change zoning designation for subject property and Kiwanis Camp property from Green District to Residential District (Bylaw 1313).

- Three (3) building lots were proposed at the time (one on each parcel A, B and C).

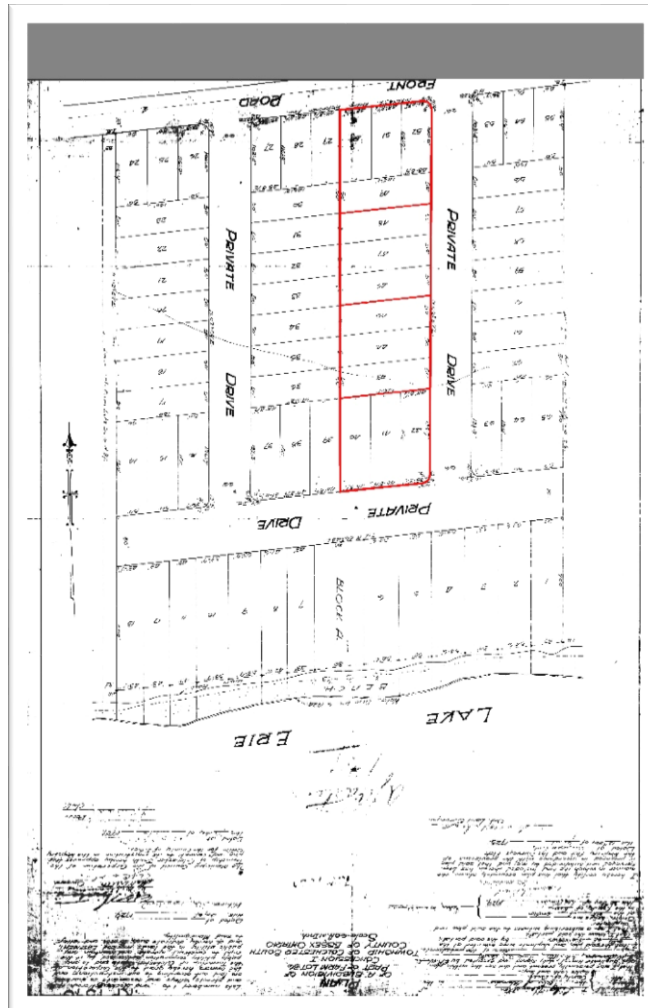
- A supplementary regulation was added restricting each building lot to a minimum lot area of 4000 square meters (approximately 43,000 square feet) in order to satisfy Council's direction for no more than six (6) building lots to qualify as "minor infilling".





# Registered Plan 1390

- Registered in 1929
- 13 lots on Subject lands





# Definitions

*Lot Area* means the total land area, as measured along a horizontal plane, within the lot lines of a lot, but does not include any part of a lot permanently covered with water.

# Current Regulations

- 1850 square metre minimum lot area for lots not serviced by a sanitary sewer in R1.1 district

Subsection 14.1 Residential District 1.1 (R1.1)			
Low density housing on urban lots			
a) Permitted Uses			
i. Main use	One Single Detached Dwelling or One Bed and Breakfast Dwelling	Lawfully Existing Duplex Dwelling	Lawfully Existing Semi-Detached Dwelling
ii. Accessory use	Any use accessory to the Main Use		
b) Regulations			
i. Lot Width – Minimum	15m (50f)	18m (60f)	21m (70f)
ii. Lot Area – Minimum	460m <sup>2</sup> (5000f <sup>2</sup> ) for a lot serviced by a sanitary sewer 1850m <sup>2</sup> (20,000f <sup>2</sup> ) for a lot not serviced by a sanitary sewer	555m <sup>2</sup> (6000f <sup>2</sup> )	650m <sup>2</sup> (7000f <sup>2</sup> )
iii. Lot Coverage – Maximum	40% of lot area	40% of lot area	40% of lot area
iv. Building Height – Maximum	10m (32f) for a main building 1 storey for an accessory building	10m for a main building 1 storey for an accessory building	10m for a main building 1 storey for an accessory building
v. Front Yard Depth – Minimum	7.5m (25f)	7.5m	7.5m
vi. Rear Yard Depth – Minimum	7.5m	7.5m	7.5m



# Policy Framework

## Provincial Policy Statement (PPS) 2020

Residential development that is locally appropriate is permitted on *rural lands*. Development must be appropriate to the infrastructure which is available and avoid the need for the uneconomical/ unjustified expansion of infrastructure

## Town of Essex Official Plan

Restricted to “minor infilling” within currently established and zoned residential areas where the development meets the applicable provisions for septic systems

One (1) Single detached dwelling permitted in the Lakeshore Residential Designation

# Agency Comments

Department/Agency	Comments
Essex Fire and Rescue	No objections
County of Essex	Compliance with County Road setback required for any structure/building (85 of CTY RD 50 ROW) Permits required Access must be off of Breezeway Drive
Essex Region Authority (ERCA)	Owner required to obtain permit prior to construction/site alteration activity No EIA required No objection

# Public Comments

- 120 metre circulation radius
- No public comments received as of Friday March 26, 2021





# Next Steps

1. A report to Council and proposed Bylaw will be prepared for Council's decision at the April 6, 2021 Regular Council Meeting.
2. At the April 6, 2021 Council Meeting, Council may:
  - Approve the application where notice of approval will be sent to the applicant and all persons requesting to be notified of the decision, and a 20 day appeal period takes effect.
  - Deny the application where notice of denial will be sent to the applicant and all persons requesting to be notified of the decision and a 20 day appeal period takes effect.
  - Defer the decision to a later date if further information is required.



# Proposed Bylaw Passage

That Bylaw 1313 be amended to remove the minimum lot area regulation for lots 1390.

Proposed Revision:

**Section 28.1.30.** For the lands comprising Lots 14 to 20, 27 to 39 ~~and 40 to 52~~, all inclusive, on Plan 1390, located on the south side of County Road 50, west of minimum lot area shall be 4000 square meters and the provisions of paragraph not apply.





**Thank You!**

**Questions?**



# **Public Meeting**

**Regarding a Site Specific Zoning  
Amendment at 3900 North Malden Road**

**(Applicant: Lorne McKim)**

March 29, 2021

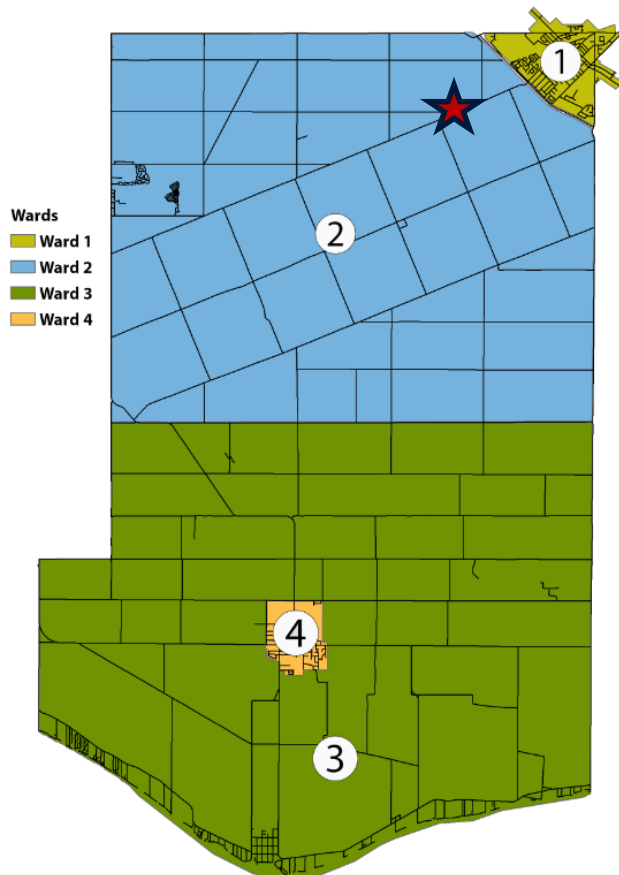


## Purpose of Meeting:

At this statutory public meeting, Council hears representations from the public in regard to the merits and concerns related to the application for site specific zoning amendment.

**Council does not make a decision at this time.**

# Subject Lands



## Location:

48 hectares (119 acres) of agricultural lands on the North side of North Malden Road

## Official Plan Designation:

Agricultural

**Existing zoning:** Agricultural District 1.1, general agriculture and farm production support activities

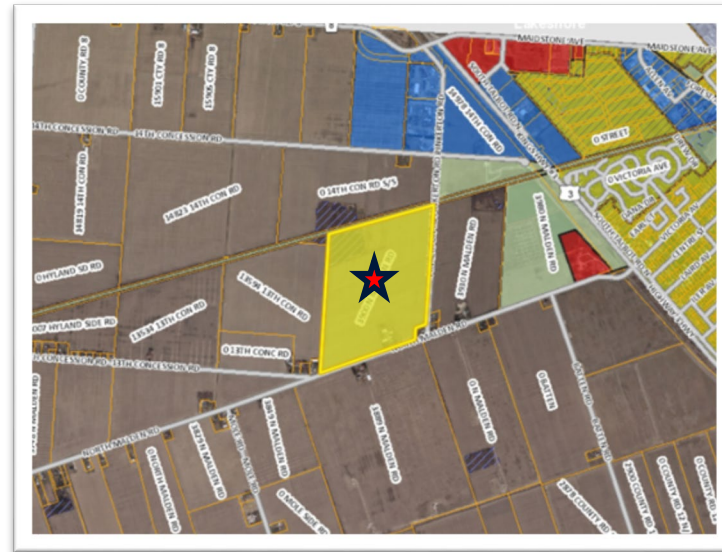
★ Subject lands



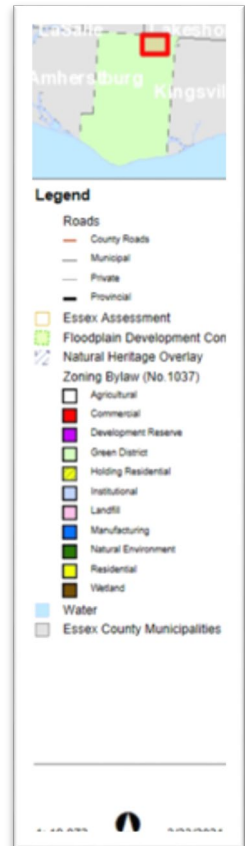
# Neighbourhood Profile

## Neighbouring Zoning:

- Agricultural District
- **Within 120 metres** of a Natural Heritage feature
- 1.3 km West of Essex Centre
- Municipal Facilities G1.2 (East)



 Subject Lands



### Existing Infrastructure:

- Municipal Road (North Malden Road)
- Municipally owned and operated piped water supply, as depicted in blue
- One (1) Individual on-site private septic system





# Proposed Zoning Change

To permit:

- The use of the existing single-detached dwelling(s) to accommodate the housing of farm help.

## Definitions

- An *ancillary use* is defined as a use which complements or otherwise provides a service to the main uses of the zoning district in which it is located.
- A *dwelling* is defined as a building or structure that is occupied in whole or in part, for the purposes of human habitation.





# Current Regulations

## Town of Essex Zoning Bylaw

Only one (1) single detached dwelling is permitted per lot in the A1.1 zoning district

## Provincial Policy Statement (PPS) 2020

In prime agricultural areas, permitted uses and activities are: agricultural uses.

PPS definition of *Agricultural Uses* includes accommodation for full-time farm labour when the size and nature of the operation requires additional employment.

## Town of Essex Official Plan

One (1) or more ancillary dwellings for the purposes of housing farm help by site specific zoning by-law amendment and site plan control approval, where:

- 1) the farm operation is of such a size and nature that this assistance is required and residential accommodation needs to be located on or close by the farm, and,
- 2) the ancillary dwellings are located on the lot and accessed in such a way to prevent the creation of a severable residential lot in the future.



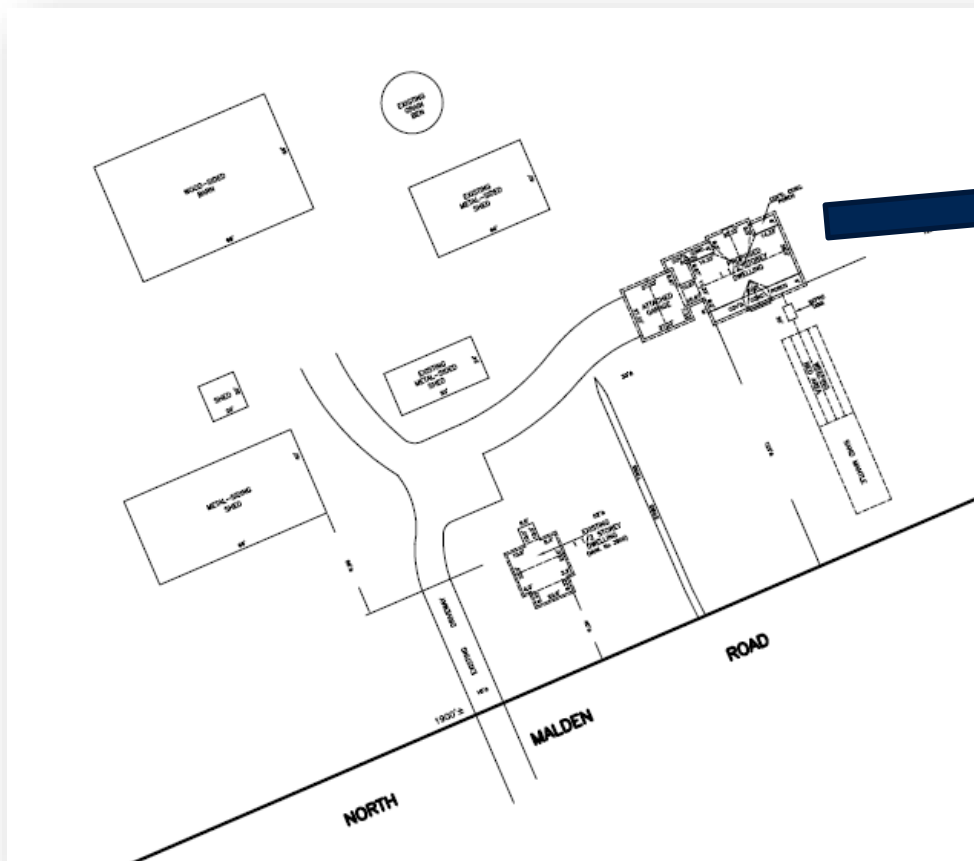
# McKim Farms

## Farming Operation:

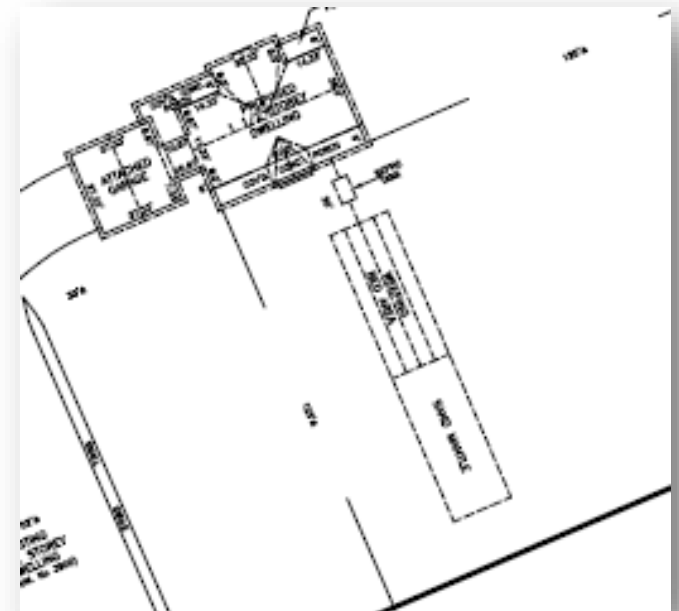
- 1) Subject lands currently used for agricultural crops cultivation and raising beef cattle. The operation also houses chickens and horse.
- 2) Applicant owns adjoining parcel of land which forms part of the agricultural cash crop cultivation.
- 3) In total, applicant owns 85.58 hectares of agricultural land in the Municipality\*

*\* The farm operation is of such a size and nature that this assistance is required and residential accommodation needs to be located on or close by the farm*

# Site Plan



Proposed main dwelling



# Proposed Development

Permit the existing dwelling as an Ancillary Dwelling for farm labour accommodation:

- Existing dwelling is  $\pm$  88 square metres (+947.84 sq feet) in total footprint area
- Proposed to accommodate one farm labourer
- Located behind the warehouse/cooler





# Agency Comments

Department/Agency	Comments
Essex Fire and Rescue Services	No objections
Department of Infrastructure Services	No objections – existing & main dwelling will need to be supplied with water from the existing plumbing on site. No additional water meter will be provided
Building Division	No objections - proof of existing farm labour accommodation may be required
Essex Region Conservation Authority (ERCA)	No objections – permit required prior to any construction

# Public Comments

- 120 metre circulation radius
- No public comments received as of Friday March 26, 2021





# Next Steps

1. A report to Council and proposed Bylaw will be prepared for Council's decision at the April 6, 2021 Regular Council Meeting.
2. At the April 6, 2021 Council Meeting, Council may:
  - Approve the application where notice of approval will be sent to the applicant and all persons requesting to be notified of the decision, and a 20 day appeal period takes effect.
  - Deny the application where notice of denial will be sent to the applicant and all persons requesting to be notified of the decision and a 20 day appeal period takes effect.
  - Defer the decision to a later date if further information is required.
3. Applicant proceeds to Site Plan Control approval.



# Proposed Bylaw Passage

For the lands municipally known as 3900 North Malden Road, the use of the existing dwelling to accommodate the housing of farm help shall be permitted in accordance with the site plan adopted by Bylaw [Bylaw Number to be determined].





**Thank You!**

**Questions?**



# **Public Meeting**

**Regarding a Site Specific Zoning Amendment  
for the Vacant Lands on the North Side of South Talbot Road**

**Applicant: Salvatore Mazella (Agent: Matt Baird, Baird AE)**

March 29, 2021

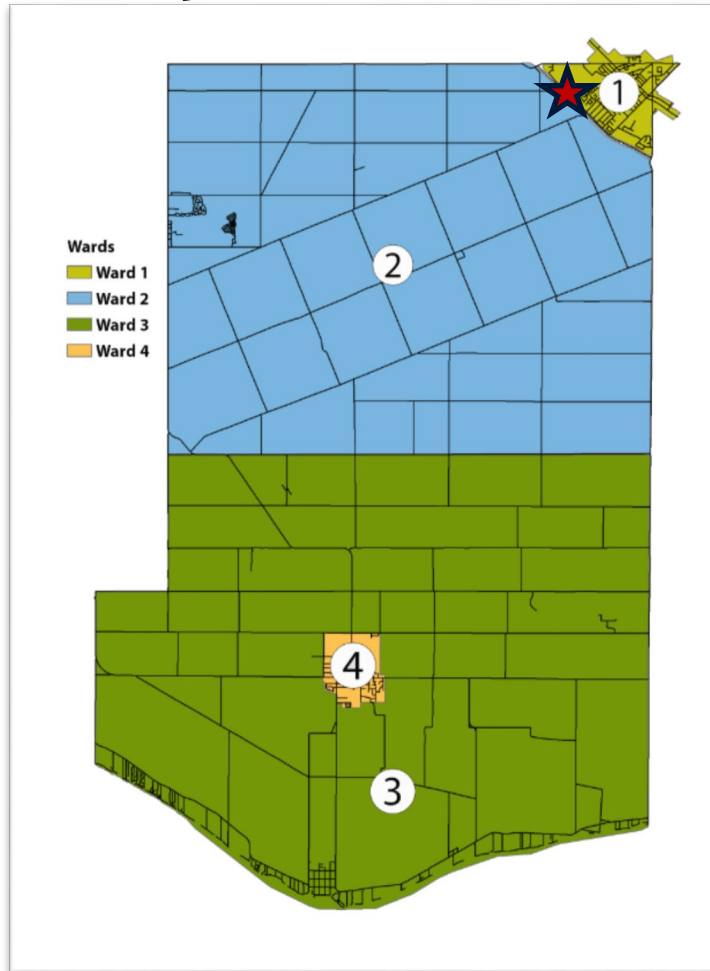


## Purpose of Meeting:

At this statutory public meeting, Council hears representations from the public in regard to the merits and concerns related to the application for site specific zoning amendment.

**Council does not make a decision at this time.**

# Subject Lands



## Location:

2 hectares (5 acres) of industrial land on the North side of South Talbot Road and East of King's Highway #3

## Official Plan Designation:

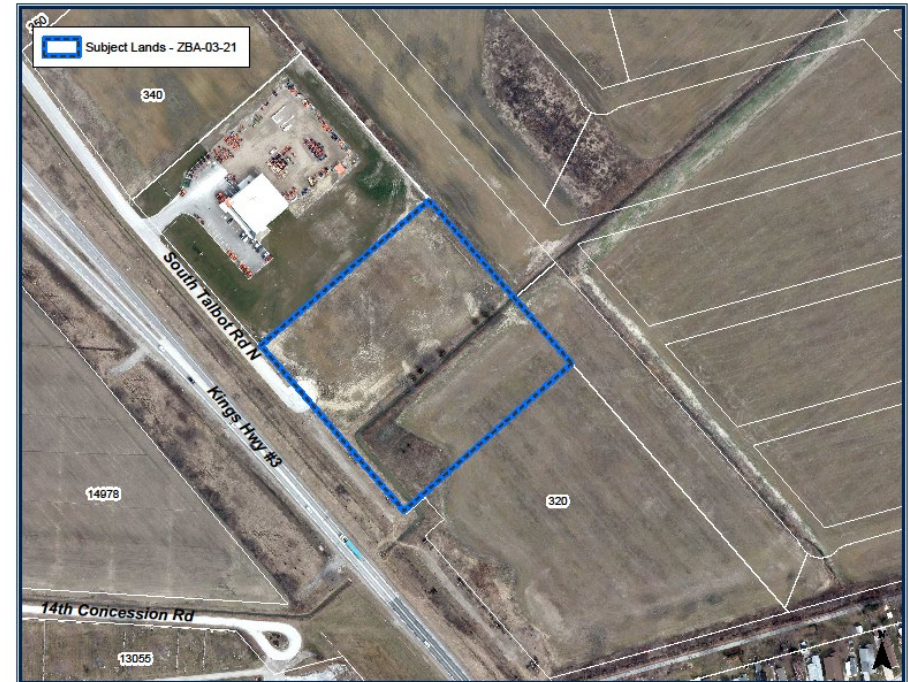
Industrial

**Existing zoning:** Manufacturing District 1.3, Light Industrial and Business Park

★ Subject lands

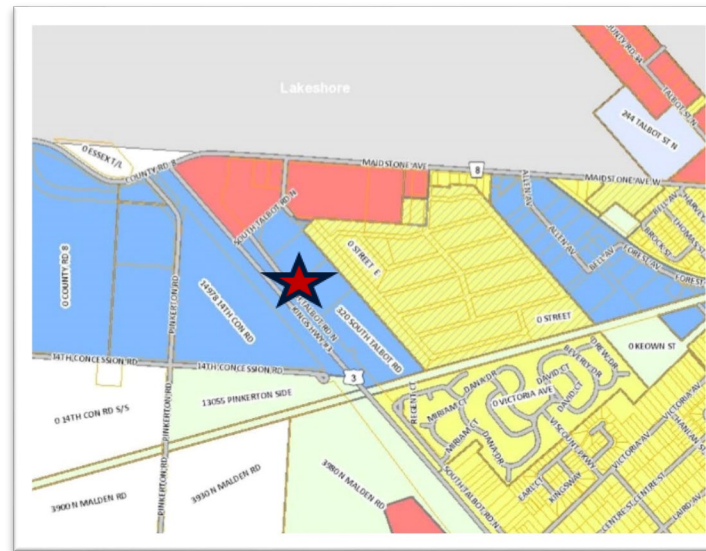
# Development Profile

- Vacant land Located within the Essex Centre Settlement Area
- Accessed off South Talbot Road
- Currently includes a portion of the Rush Drain



# Neighbourhood Profile

- **North:** Future residential Lands (Essex Town Centre)
- **East and West:** Industrial lands with Highway 3 Frontage and Highway Commercial Lands with County Road 8 Frontage
- **South:** Industrial Land



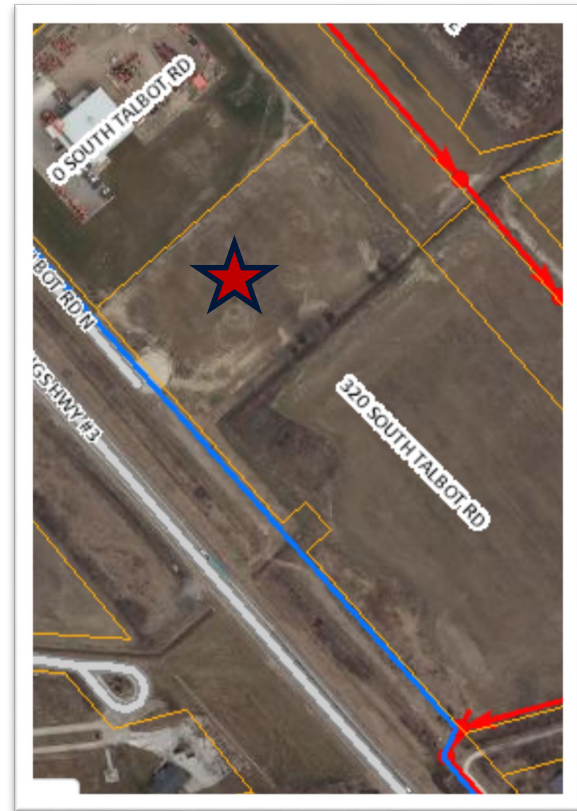
★ Subject lands



# Infrastructure

## Existing Infrastructure:

- Municipal Road (MTO reconstruction work underway)
- Municipally owned and operated water supply along South Talbot Road, as depicted in blue
- Municipally owned and operated sanitary sewers accessed through easement at rear of site, as depicted in red



★ Subject Lands





# Proposed Zoning Change

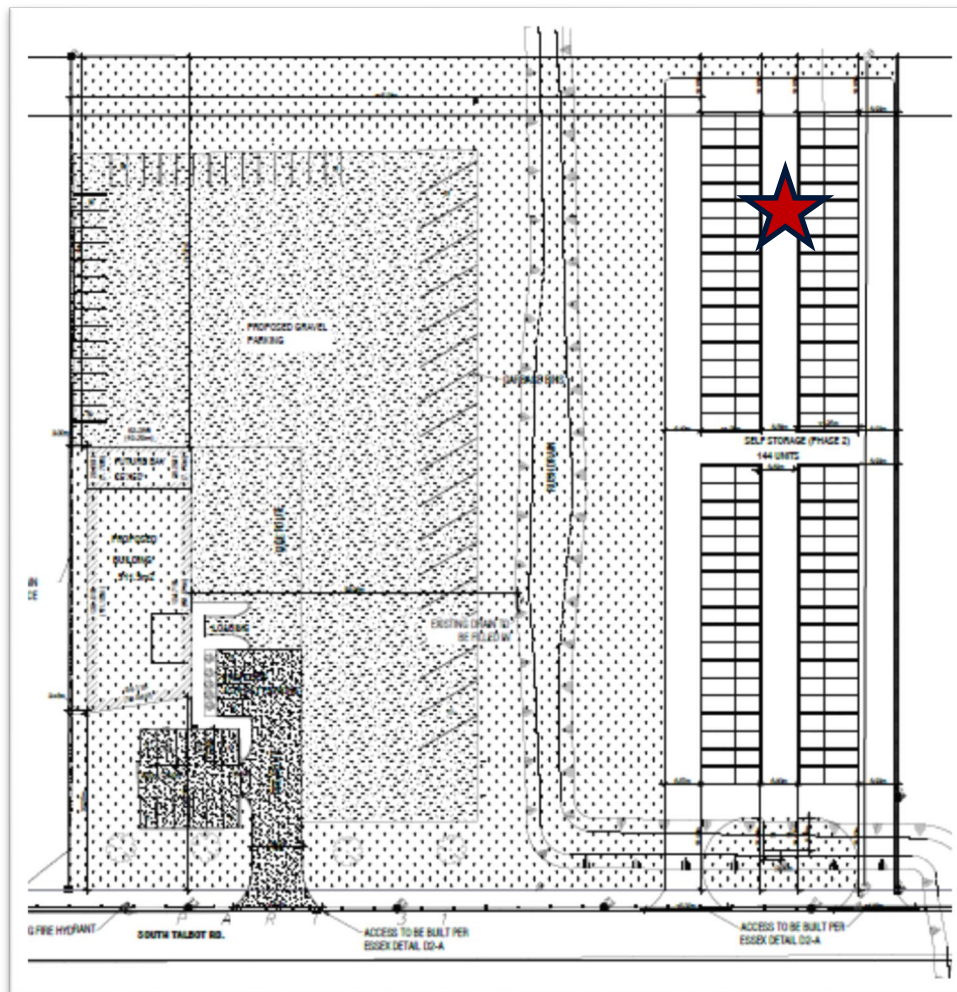
A Motor Vehicle Dealership is not permitted in the M1.3 zoning category under Zoning Bylaw 1037, therefore the reason for the zoning change is to permit:

- The development of a motor vehicle dealership for the sale and display of Recreational Vehicles (RV); and
- The development of one (1) building for a sales office, parts store, and repair garage (service building)

The applicants are the proprietors of Sturgeon Woods RV Sales and Campground in Leamington.



# Site Plan



- ★ Proposed self storage facility not subject to zoning amendment because it is a permitted use under the M1.3 zoning district



# Policy Framework

## Town of Essex Official Plan

**A** motor vehicle dealership is a permitted use under the Town of Essex Official Plan for lands designated “Industrial”.

## Provincial Policy Statement (PPS) 2020

Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

# Agency Comments

Department/Agency	Comments
Essex Fire and Rescue Services	No objections
Ministry of Transportation (MTO)	<ul style="list-style-type: none"> <li>• No objections</li> <li>• Site access off of South Talbot Road</li> <li>• Building and land use permit required</li> <li>• Will require a site plan, grading plan, drainage plan, servicing plan and stormwater management plan</li> <li>• All plans to be reviewed during site plan</li> </ul>
Essex Region Conservation Authority (ERCA)	No objections, further stormwater comments provided at the time of Site Plan Control

# Public Comments

- 120 metre circulation radius
- No public comments received as of Friday March 26, 2021





# Next Steps

1. A report to Council and proposed Bylaw will be prepared for Council's decision at the April 6, 2021 Regular Council Meeting.
2. At the April 6, 2021 Council Meeting, Council may:
  - Approve the application where notice of approval will be sent to the applicant and all persons requesting to be notified of the decision, and a 20 day appeal period takes effect.
  - Deny the application where notice of denial will be sent to the applicant and all persons requesting to be notified of the decision and a 20 day appeal period takes effect.
  - Defer the decision to a later date if further information is required.
3. Applicant proceeds to Site Plan Control Approval.



# Proposed Bylaw Passage

**For the lands comprising Part of Lot 284 and 285 Concession South Talbot Road, more particularly described as part1 and 2 on 12R28489: a motor vehicle dealership is a permitted use.**



**Thank You!**

**Questions?**

**The Corporation of the Town of Essex**

**By-Law Number 2003**

**Being a By-Law to Amend By-Law Number 1037**

**The Comprehensive Zoning By-Law for the Town of Essex**

**For the Lands Municipally known as 3900 North Malden Road**

Whereas By-law Number 1037 is the Town’s Comprehensive Zoning By-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Essex;

And whereas the Council of the Corporation of the Town of Essex deems it expedient and in the best interest of proper planning to amend By-law Number 1037;

Now therefore the Corporation of the Town of Essex enacts as follows:

1. That subsection 1, of Section 28, of By-law 1037, is hereby amended by adding the following paragraph:  
“54. For the lands municipally known as 3900 North Malden Road, the use of the existing dwelling to accommodate the housing of farm help shall be permitted in accordance with the site plan adopted by Bylaw 2009.” ,
2. That Zoning District Map number 03 be amended accordingly, and
3. This bylaw shall come into force and take effect on the date of its passing thereof by Council.

**Read a first, second and third time and finally adopted on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**The Corporation of the Town of Essex**  
**By-Law Number 2004**  
**Being a By-Law to Amend By-Law Number 1037**  
**The Comprehensive Zoning By-Law for the Town of Essex**  
**For the Lands Comprising Parts 1 and 2 on 12R28489**

Whereas By-law Number 1037 is the Town's Comprehensive Zoning By-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Essex;

And whereas the Council of the Corporation of the Town of Essex deems it expedient and in the best interest of proper planning to amend By-law Number 1037;

Now therefore the Corporation of the Town of Essex enacts as follows:

1. That subsection 1, of Section 28, of By-law 1037, is hereby amended by adding the following paragraph:  
  
"53. For the lands comprising Part of Lot 284 and 285 Concession South Talbot Road, more particularly described as part 1 and 2 on 12R28489: a motor vehicle dealership is a permitted use.",
2. That Zoning District Map number 03 be amended accordingly, and
3. This bylaw shall come into force and take effect on the date of its passing thereof by Council.

**Read a first, second and third time and finally adopted on April 6, 2021.**

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Mayor

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Clerk

**The Corporation of the Town of Essex**

**By-Law Number 2005**

**Being a By-Law to Amend By-Law Number 1037**

**The Comprehensive Zoning By-Law for the Town of Essex**

**For the Lands Comprising Lots 40-52 on Registered Plan 1390**

Whereas By-law Number 1037 is the Town’s Comprehensive Zoning By-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Essex;

And whereas the Council of the Corporation of the Town of Essex deems it expedient and in the best interest of proper planning to amend By-law Number 1037;

Now therefore the Corporation of the Town of Essex enacts as follows:

1. That subsection 28.1.30 of By-law 1037, be amended to remove reference to Lots 40-52 on Registered Plan 1390,
2. That Zoning District Map number 18 be amended accordingly, and
3. This bylaw shall come into force and take effect on the date of its passing thereof by Council.

**Read a first, second and third time and finally adopted on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**MEMORANDUM TO:** All Chiefs of Police and  
Commissioner Thomas Carrique  
Chairs, Police Services Boards

**FROM:** Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

**SUBJECT:** **Amendments to Orders under the *Reopening Ontario  
(A Flexible Response to COVID-19) Act, 2020***

<b>DATE OF ISSUE:</b>	<b>March 23, 2021</b>
<b>CLASSIFICATION:</b>	<b>General Information</b>
<b>RETENTION:</b>	<b>Indefinite</b>
<b>INDEX NO.:</b>	<b>21-0038</b>
<b>PRIORITY:</b>	<b>High</b>

I am writing to advise of further amendments to orders under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* (ROA).

**Amendments to Rules for Areas in Stage 1 (O. Reg. 82/20)**

Effective March 15, 2021, amendments to the rules for the Grey-Lockdown Zone will change the number of persons permitted to gather for the purpose of a wedding, a funeral or a religious service, rite or ceremony (e.g., a wedding ceremony) to no more than 15 percent of the capacity of any particular room in a building or structure while attending an indoor gathering, and no more than 50 persons if the gathering is held outdoors. Indoor social gatherings, including social gatherings associated with a wedding, a funeral or a religious service, rite or ceremony (e.g., wedding receptions), continued to be prohibited in the Grey-Lockdown Zone. Outdoor social gatherings continue to be subject to a maximum limit of 10 people in this zone.

In addition, while indoor dining continues to be prohibited for the Grey-Lockdown Zone, effective March 20, 2021, outdoor dining will be permitted, subject to physical distancing rules and a number of other public health and workplace safety measures specified in the amending regulation ([O. Reg. 216/21](#)). This includes, but is not limited to, the number of patrons permitted to be seated together at a table for outdoor dining (which is limited to members of the same household, a member of the one other household who lives alone, or a caregiver of any member of either household), and the requirement for

the establishment to post a sign in a location visible to the public that states the maximum capacity they are permitted to operate under.

### **Amendments to Rules for Areas in Stage 2 (O. Reg. 263/20)**

Effective March 20, 2021, the capacity limits for restaurants and other food and drink establishments in the Red Zone are adjusted to allow for up to 50 percent of the maximum patron capacity (calculated by dividing the total square metres of indoor dining area accessible to the public by 2 and rounding down), subject to physical distancing rules, to a maximum total occupancy of 50 patrons, instead of 10 patrons. Furthermore, a sign must be posted by the establishment in a location visible to the public that states the maximum capacity they are permitted to operate under. The number of patrons permitted to be seated together at a table for indoor dining is limited to members of the same household, a member of the one other household who lives alone, or a caregiver of any member of either household. For further information, please refer to the amending regulation ([O. Reg. 217/21](#)).

### **Amendments to Rules for Areas in Stage 3 (O. Reg. 364/20)**

Effective March 20, 2021, amendments to the rules for restaurants and other food and drink establishments for the Yellow Zone will allow more than Six (6) people to sit together at a table in the establishment if they are all members of the same household, a member of one other household who lives alone, or a caregiver for any member of either household.

Further amendments adjust the capacity limits for restaurants and other food and drink establishments in the Orange Zone to allow for up to 50 percent of the maximum patron capacity (calculated by dividing the total square metres of indoor dining area accessible to the public by 2 and rounding down), subject to physical distancing rules, to a maximum total occupancy of 100 patrons, instead of 50 patrons. Furthermore, a sign must be posted by the establishment in a location visible to the public that states the maximum capacity they are permitted to operate under. While there is no longer a maximum number of patrons per table, the number of patrons permitted to be seated together at a table for indoor dining is limited to members of the same household, a member of the one other household who lives alone, or a caregiver of any member of either household. For further information, please refer to the amending regulation ([O. Reg. 218/21](#)).

### **Amendments to Stages of Reopening (O. Reg. 363/20)**

Effective March 22, 2021, the following further amendments will be made to O. Reg. 363/20:

Colour Category	Public Health Unit (As of March 22, 2021)
<b>Green – Prevent</b> (Standard Measures)	<ol style="list-style-type: none"> <li>1. Grey Bruce Health Unit</li> <li>2. Hastings and Prince Edward Counties Health Unit</li> </ol>
<b>Yellow – Protect</b> (Strengthened Measures)	<ol style="list-style-type: none"> <li>1. District of Algoma Health Unit</li> <li>2. Haliburton, Kawartha, Pine Ridge District Health Unit</li> <li>3. Huron Perth Health Unit</li> <li>4. Kingston, Frontenac and Lennox and Addington Health Unit</li> <li>5. North Bay Parry Sound District Health Unit</li> <li>6. Porcupine Health Unit</li> <li>7. Renfrew County and District Health Unit</li> <li>8. Timiskaming Health Unit</li> </ol>
<b>Orange – Restrict</b> (Intermediate Measures)	<ol style="list-style-type: none"> <li>1. The Eastern Ontario Health Unit</li> <li>2. Haldimand-Norfolk Health Unit</li> <li>3. Middlesex-London Health Unit</li> <li>4. Oxford Elgin St. Thomas Health Unit</li> <li>5. Wellington-Dufferin-Guelph Health Unit</li> </ol>
<b>Red – Control</b> (Stringent Measures)	<ol style="list-style-type: none"> <li>1. Brant County Health Unit</li> <li>2. Chatham-Kent Health Unit</li> <li>3. City of Hamilton Health Unit</li> <li>4. City of Ottawa Health Unit</li> <li>5. Durham Regional Health Unit</li> <li>6. Halton Regional Health Unit</li> <li>7. Leeds, Grenville and Lanark District Health Unit</li> <li>8. Niagara Regional Area Health Unit</li> <li>9. Northwestern Health Unit</li> <li>10. Peterborough County – City Health Unit</li> <li>11. Simcoe Muskoka District Health Unit</li> <li>12. Waterloo Health Unit</li> <li>13. Windsor-Essex County Health Unit</li> <li>14. York Regional Health Unit</li> </ol>
<b>Grey – Lockdown</b> (Restrictive measures similar to pre-December 26)	<ol style="list-style-type: none"> <li>1. City of Toronto Health Unit</li> <li>2. Lambton Health Unit</li> <li>3. Peel Regional Health Unit</li> <li>4. Sudbury and District Health Unit</li> <li>5. Thunder Bay District Health Unit</li> </ol>
<b>Shutdown</b> (Most restrictive measures)	None

Future decisions to move Public Health Units (PHUs) to new zones per the Framework will be made in consultation with local medical officers of health and will be subject to ongoing review of trends in public health indicators and advice of the Chief Medical

Officer of Health. For further information, please refer to the amending regulation ([O. Reg. 215/21](#)).

### **Revoked Orders under the *Emergency Management and Civil Protections Act***

Additionally, as of March 8, 2021, the Stay-at-Home Order (O. Reg. 11/21), Residential Evictions Order (O. Reg. 13/21) and all the associated PHU-specific orders that caused the former two orders to apply to individual PHUs under the *Emergency Management and Civil Protection Act* (EMCPA) have been revoked.

### **Ongoing Enforcement Efforts**

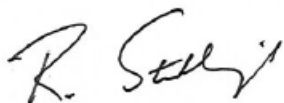
Orders currently in force under the ROA have been extended until April 20, 2021. In addition, emergency orders currently in force under the EMCPA have been extended until April 5, 2021, which includes O. Reg. 8/21 (Enforcement of COVID-19 Measures) and O. Reg. 55/21 (Compliance Orders for Retirement Homes).

The ministry continues to work with enforcement ministries and municipalities to collaborate and information share, including through the dedicated 1-800 Enforcement Support Line and email resource. Analysis of enforcement data that your police service provides to the ministry continues to support data-driven decision-making.

Provincewide, police services are working together with local enforcement partners to implement local compliance campaigns and to reinforce public health requirements under the EMCPA and ROA. Continued collaboration and communication among local enforcement personnel and public health officials remains critical to ensuring that localized responses are effective and correspond with local risk levels, rules and restrictions.

Thank you once again for your continued efforts to help keep our communities safe and healthy.

Sincerely,



Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

**Ministry of Municipal  
Affairs and Housing**

**Ministère des Affaires  
Municipales et du Logement**

Office of the Deputy Minister

Bureau du sous-ministre

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7100

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7100

**March 17, 2021**

**MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks**

**SUBJECT: Capacity Limit Changes for Some Events in Grey-Lockdown, Phase 1 COVID Vaccination Plan for Frontline Emergency Personnel & new COVID Border Testing Orders**

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Today I am writing to you to share a range of updates relevant to municipalities from recent memoranda from the Ministry of the Solicitor General.

As public health officials review the case data across the province related to COVID-19, public health units may move from time to time into different zones of the *Reopening Ontario (A Flexible Response to COVID-19) Act*. Please remember to check the [most current public health measures and advice](#) to ensure you have the most updated information related to your communities.

Based on the advice of the Chief Medical Officer of Health, the province has adjusted capacity limits for weddings, funerals, and religious services, rites or ceremonies held in regions currently in the Grey-Lockdown level of the Framework. Effective Monday, March 15, 2021 at 12:01 a.m., these noted events are permitted to allow for up to 15 per cent total occupancy indoors or up to 50 people outdoors. For more details on these changes to capacity limits, please reference the [news release](#) from March 12, 2021.

Additionally, front-line personnel who provide direct health care services, including response to triaged medical emergency calls where there is an increased risk of exposure to COVID-19, are included in Phase 1 of the province's vaccination roll-out. This includes paramedics, front-line police officers, and fire fighters who respond to medical calls for service and provide emergency assistance such as cardiopulmonary resuscitation (CPR) and the administration of Naloxone. For more details on the vaccination plan for emergency responders, please review the enclosed memorandum

sent to all Chiefs of Police by the Ministry of the Solicitor General on February 26, 2021 and the [Province of Ontario's vaccination distribution implementation plan](#). I understand that the Office of the Fire Marshal is also communicating similar information to the Fire Chiefs in Ontario.

I also wanted to share an update from the Public Health Agency of Canada (PHAC) about new orders under the *Quarantine Act* related to land and air border testing and enhanced requirements for travelers. For more details on border measures for land and air, along with the enforcement approach, please review the enclosed memorandum sent to all Chiefs of Police by the Ministry of the Solicitor General on March 11, 2021 and the attached PHAC resource document.

Finally, please see the enclosed memoranda sent to all Chiefs of Police and Fire Chiefs from the Ministry of the Solicitor General dated March 12, 2021 and March 16, 2021 where police and fire services are being encouraged to consult with their respective municipalities to identify critical COVID-19 related operating pressures for policing and fire services that may be addressed through the 2021 Provincial COVID-19 Relief Funding initiative.

Thank you, once again, for your continued efforts to help keep our communities safe and healthy.

Sincerely,

Kate Manson-Smith  
Deputy Minister, Ministry of Municipal Affairs and Housing

Enclosure: Correspondence from the Ministry of the Solicitor General to all Chiefs of Police dated February 26, 2021 – English version regarding Phase 1 COVID-19 Vaccinations for Frontline Police Officers.

Correspondence from the Ministry of the Solicitor General to all Chiefs of Police dated March 11, 2021 – English version regarding New COVID Border Testing Orders under the *Quarantine Act*.

Correspondence from the Ministry of the Solicitor General to all Chiefs of Police dated March 12, 2021 and to all Fire Chiefs dated March 16, 2021 - English version regarding 2021 COVID-19 Relief Funding for Municipalities.

If a French version is required, please contact  
[Richard.Stubbings@ontario.ca](mailto:Richard.Stubbings@ontario.ca).



**MEMORANDUM TO:** All Chiefs of Police and  
Commissioner Thomas Carrique  
Chairs, Police Services Boards

**FROM:** Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

**SUBJECT:** **Phase 1 COVID-19 Vaccinations for Frontline Police Officers**

<b>DATE OF ISSUE:</b>	<b>February 26, 2021</b>
<b>CLASSIFICATION:</b>	<b>General Information</b>
<b>RETENTION:</b>	<b>Indefinite</b>
<b>INDEX NO.:</b>	<b>21-0023</b>
<b>PRIORITY:</b>	<b>Normal</b>

I am writing to provide an update on Ontario's phased vaccination plan and prioritization as it relates to first responders.

Phase 1 of the province's vaccination roll-out includes front-line personnel who provide direct health care services including response to triaged medical emergency calls where there is an increased risk of exposure to COVID-19. This includes paramedics, front-line police officers, and fire fighters who respond to medical calls for service and provide emergency assistance such as cardiopulmonary resuscitation (CPR) and the administration of Naloxone.

For clarity, only active duty front-line police officers who as part of their duties regularly provide emergency medical care are included in Phase 1. Police services personnel who do not respond to medical calls for service as part of their routine duties do not qualify under Phase 1.

Examples of staff that do not qualify for Phase 1 include, but are not limited to, those in investigative units and functions and back-office staff such as researchers and administrators.

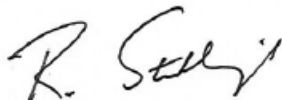
At this time, chiefs of police and the Commissioner are encouraged to reach out to their local Public Health Unit(s) to discuss the vaccination approach, including informing them of eligible staff that require vaccines for Phase 1 only and potential timing. A list of all 34 local Public Health Units and their respective medical officers of health are included in an appendix to this memo.

Due to the current limited supply of vaccines, this phased prioritization framework will allow the most vulnerable members of our communities to be vaccinated first. Police service staff that do not belong in Phase 1 will get vaccines in Phase 2 because they are deemed essential workers.

I can assure you that the Ministry of the Solicitor General remains on the forefront of planning related to vaccine supply and administration, and we will continue to emphasize the prioritization of the health and safety of our first responders.

Thank you for your sustained efforts to keep our communities safe and for continuing to emphasize the health and safety of front-line police personnel.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Stubbings', with a stylized flourish at the end.

Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

### Appendix: Public Health Units

PHU	Medical Officer of Health
Algoma	Dr. Jennifer Loo
Brant	Dr. Elizabeth Urbantke
Chatham-Kent	Dr. David Colby
Durham	Dr. Robert Kyle
Eastern Ontario	Dr. Paul Roumeliotis
Grey Bruce	Dr. Ian Arra
Haldimand-Norfolk	Dr. Shanker Nesathurai
Haliburton, Kawartha, Pine Ridge	Dr. Ian Gemmill
Halton	Dr. Hamidah Meghani
Hamilton	Dr. Elizabeth Richardson
Hastings Prince Edward	Dr. Piotr Oglaza
Huron	Dr. Miriam Klassen
Kingston Frontenac L & A	Dr. Kieran Moore
Lambton	Dr. Sudit Ranade
Leeds, Grenville, Lanark	Dr. Paula Stewart
Middlesex-London	Dr. Christopher Mackie
Niagara	Dr. Mustafa Hirji
North Bay-Parry Sound	Dr. Jim Chirico
Northwestern	Dr. Kit Young Hoon
Ottawa	Dr. Vera Etches
Oxford Elgin St. Thomas	Dr. Joyce Lock
Peel	Dr. Lawrence Loh
Peterborough	Dr. Rosana Salvaterra
Porcupine	Dr. Lianne Catton
Renfrew	Dr. Robert Cushman
Simcoe-Muskoka	Dr. Charles Gardner
Sudbury	Dr. Penny Sutcliffe
Thunder Bay	Dr. Janet DeMille
Timiskaming	Dr. Glenn Corneil
Toronto	Dr. Eileen de Villa
Waterloo	Dr. Hsiu-Li Wang
Wellington-Dufferin-Guelph	Dr. Nicola Mercer
Windsor-Essex	Dr. Wajid Ahmed
York	Dr. Karim Kurji

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Lyle WARDEN RESOLUTION NO 75-2021

SECONDED BY SAM McDONELL DATE March 1, 2021

WHEREAS COVID-19, a disease caused by the 2019 novel coronavirus, has resulted in the deaths of almost 7,000 Ontarians;

AND WHEREAS Canada currently lags behind dozens of nations in terms of the proportion of the population that has received doses of COVID-19 vaccines;

AND WHEREAS the federal government has moved too slowly and is failing to foster domestic vaccine-production capacity;

AND WHEREAS the number of administered vaccines in Ontario is not keeping pace with the number of doses that have been received by the provincial government;

AND WHEREAS the provincial COVID-19 vaccine booking system is not yet operational;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges Premier Doug Ford and the Province of Ontario to procure approved COVID-19 vaccines to be distributed to the residents of the Province of Ontario, increase the Province's vaccination rate to keep pace with the doses that have been received and accelerate the launch of its COVID-19 vaccine booking system;

AND FURTHERMORE that this resolution be forwarded to Premier Doug Ford, MPP Jim McDonnell, Hon. Christine Elliot, Minister of Health, Hon. Peter Bethlenfalvy, Minister of Finance and all Ontario municipalities.



☒ CARRIED

☐ DEFEATED

☐ POSTPONED

  
Mayor Frank Prevost

**MEMORANDUM TO:** All Chiefs of Police and  
Commissioner Thomas Carrique  
Chairs, Police Services Boards

**FROM:** Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

**SUBJECT:** **New COVID Border Testing Orders under the *Quarantine Act***

<b>DATE OF ISSUE:</b>	<b>March 11, 2021</b>
<b>CLASSIFICATION:</b>	<b>General Information</b>
<b>RETENTION:</b>	<b>Indefinite</b>
<b>INDEX NO.:</b>	<b>21-0030</b>
<b>PRIORITY:</b>	<b>High</b>

I am writing to share information provided by the Public Health Agency of Canada (PHAC) about new orders under the *Quarantine Act* (QA) related to land and air border testing and enhanced requirements for travelers.

As the lead agency for this initiative, PHAC has provided information on the new federally-led border regime, and below is a summary of changes that may have bearing on local police services of jurisdiction.

### **Border Measures – Land and Air**

The QA currently restricts entry into Canada and outlines certain conditions for persons entering Canada at border crossings, including requiring individuals returning from travelling abroad to self-isolate for 14 days upon return to Canada, subject to certain exemptions.

The QA also directs travellers entering Canada to comply with a number of pre-arrival and on-arrival requirements, subject to certain exemptions, which came in effect on February 14, 2021 until April 21, 2021 unless further extended. For travellers arriving in Canada via an international flight, this includes a requirement to submit to a COVID-19 test upon arrival and then check in to a government-approved hotel until test results are received (usually within a period of up to 72 hours).

For travellers arriving via a land border crossing, all non-essential travellers five years of age and over will be required to provide:

- Proof of a negative result for COVID-19 molecular test that was performed in the United States on a specimen collected no more than 72 hours before entering Canada

Foreign nationals without a valid test result will be denied entry. Canadians and others with right of entry would be allowed entry but may be subject to fines or directed to a designated quarantine facility.

Travellers entering Canada at the land border will also be required to take a COVID-19 molecular test on arrival (i.e., Day 1) as well as toward the end of their 14-day quarantine (i.e., Day 10). COVID-19 self-swab test kits (two per person) will be distributed at all land ports of entry (POEs), and testing (i.e., observed self-swab collection) will be established at the following Ontario POEs by March 4, 2021:

- Queenston-Lewiston Bridge
- Ambassador Bridge
- Fort Erie (Peace Bridge)
- Windsor-Detroit Tunnel
- Sarnia (Blue Water Bridge)
- Rainbow Bridge
- Lansdowne (Thousand Islands Bridge)

### **Enforcement Approach**

PHAC is implementing a graduated enforcement approach focusing on public education prior to issuing tickets for non-compliance. PHAC-designated Quarantine Officers may provide Ontario police officers with the information required to issue a Part 1 Certificate Offence or Part III Summons, but police officers retain the ability to apply discretion.

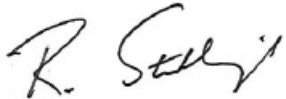
PHAC Officers are expected to be the primary witness and source of grounds for all charges laid under the QA. Enhanced fine amounts are now in effect for breaches of the QA pursuant to the *Contraventions Act*. Please refer to the attached PHAC resource document—developed for enforcement personnel—for additional information related to roles and authorities, as well as short form wordings and set fine amounts.

PHAC Officers may also request a peace officer to arrest without warrant a traveller who is not complying with the provisions of the QA, including for the purpose of bringing the traveller to a designated quarantine facility; however, discretion should still be applied prior to making any arrest, including consideration of clear risks to the safety of the individual or the public. Prior to arresting an individual under the QA, police must consider that government-approved quarantine hotels and designated quarantine facilities are not secure premises, and reliance is placed on the good will of the travellers to respect their legal obligation to remain within the facility.

We will continue to share new information about land and air border restrictions as they evolve. The attached PHAC guidance document provides helpful links to updated information and resources to support enforcement personnel.

Thank you once again for your continued efforts to help keep our communities safe and healthy.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Stubbings". The signature is fluid and cursive, with the first name "R." and the last name "Stubbings" clearly distinguishable.

Richard Stubbings  
Assistant Deputy Minister  
Public Safety Division

Attachment

**Ministry of the Solicitor General**

**Office of the Fire Marshal and  
Emergency Management**

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère du Solliciteur général**

**Bureau du commissaire des incendies et  
de la gestion des situations d'urgence**

25, avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télec. : 647-329-1143



**MEMORANDUM TO:** Ontario Fire Chiefs

**FROM:** Jon Pegg, Ontario Fire Marshal

**DATE:** March 16, 2021

**SUBJECT:** COVID-19 Relief Funding for Municipalities Program

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I am writing to advise you of additional provincial COVID-19 relief funding for municipalities to ensure the delivery of critical services and enable capital projects to stay on track.

On March 4, 2021, the Ontario government announced that it is providing an additional \$500 million through the [2021 COVID-19 Relief Funding for Municipalities](#) program. The program is intended to help municipalities respond to ongoing and unprecedented 2021 COVID-19 operating pressures.

All 444 municipalities in Ontario are eligible for this program. The level of funding is based on a combination of a base amount using Municipal Property Assessment Corporation household data and an amount based on the proportion of provincial COVID-19 cases (from January 1, 2021 to February 18, 2021) in the municipality's respective Public Health Unit.

Municipalities have the flexibility to use this funding to address the specific priorities of their communities based on their unique COVID-19 related operating pressures. Examples may include, but are not limited to, personal protective equipment purchases, overtime incurred due to providing emergency response and frontline services as a result of the pandemic, and purchases required to do remote work.

The ministry encourages fire services to consult with its municipality to identify critical COVID-19 related operating pressures for fire services that can be addressed through this funding initiative.

Once again, thank you for your continued efforts to help keep our communities safe and healthy.

Sincerely,

Jon Pegg  
Ontario Fire Marshal





# PUBLIC HEALTH MEMO

## COVID-19

This is a stakeholder update for the week of March 8 to March 14, 2021.

Submitted on March 15, 2021.

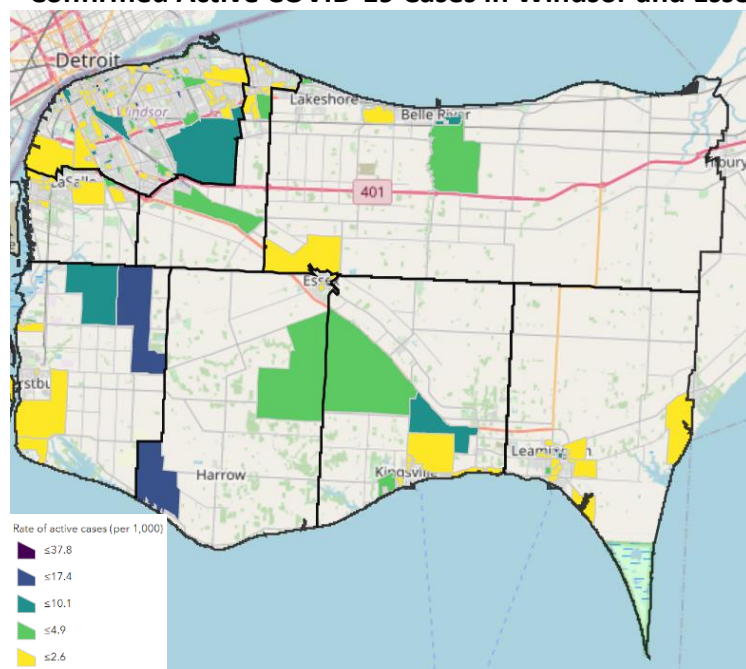
### Current Statistics

For all up-to-date data and information, please visit the [Local Updates](#) page on our website, which includes the local COVID-19 Dashboard. Daily local public health live updates and weekly summary reports can also be found on the [WECHU YouTube Channel](#).

#### Case Counts in Windsor and Essex County

Confirmed Cases	Deaths	Resolved Cases
13,413 (↑8)	398	12,723
Current LTC & RH Outbreaks	Current Workplace Outbreaks	Current Community Outbreaks
4	4	3
Current School Outbreaks		
		3

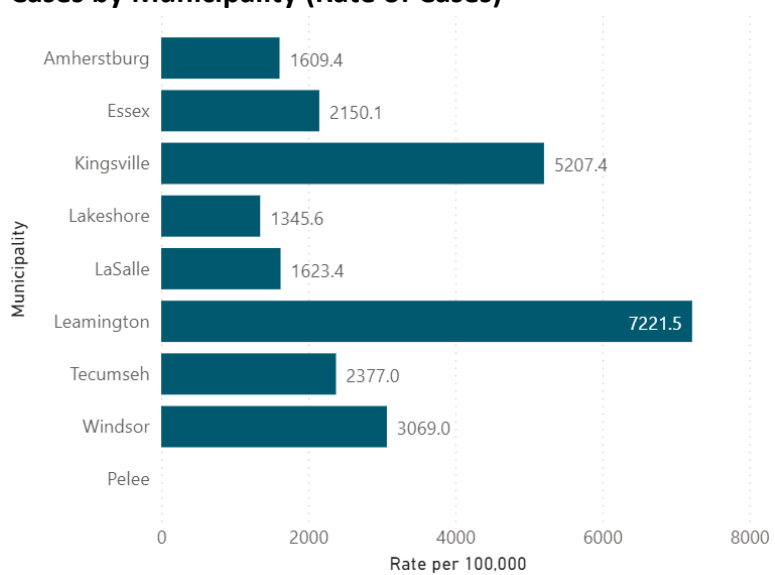
#### Confirmed Active COVID-19 Cases in Windsor and Essex County



The map reflects the number of active positive COVID-19 cases per 1000 residents. Please note that this does not reflect where the cases were infected, but rather where they reside. Cases may have been exposed to COVID-19 outside of their home or in other settings.



### Cases by Municipality (Rate of Cases)



## Federal, Provincial and Local Guidelines and Recommendations (Updates)

### Federal

- Public Health Agency of Canada [Statement from the Chief Public Health Officer of Canada on March 14, 2021](#), which highlighted an increase in stigma associated with COVID-19 in addition to the weekly COVID-19 update.
- On March 12, 2021, the Honourable Patty Hajdu, Canada's Minister of Health, announced an [investment of approximately \\$25.2 million in 52 research projects to further improve our understanding of COVID-19 and tackle persistent evidence gaps](#) linked to this disease.
- NACI rapid response: [Extended dose intervals for COVID-19 vaccines to optimize early vaccine rollout and population protection in Canada](#), March 8, 2021.

### Provincial

- As of Friday, March 12, over 325 [pharmacies will be offering the AstraZeneca/COVISHIELD vaccine](#) to eligible Ontarians aged 60-64, by appointment only, as part of the vaccine delivery pilot program in specific regions.
- Ontario Marks [One Year Anniversary of COVID-19 Pandemic](#) on March 11, 2021.

### Windsor-Essex

- News Release: [Residents 80 Years of Age and Older to Continue to Use Local Pre-Registration Form for COVID-19 Vaccination](#)
- [Windsor Regional Hospital is closing one of its two COVID-19 Assessment Centres](#), amid consistently lower volumes of individuals seeking tests for the virus.
- As of March 15, 2021, there are four long-term care and retirement home outbreaks, four workplace outbreaks, three community outbreaks, three school outbreaks, and one hospital outbreak in the Windsor-Essex region. For more information on outbreaks, please visit the [WECHU website](#).
- The WECHU has issued a public exposure notification for the following locations: Real Canadian Superstore at 201 Talbot St E, Leamington and Starbucks at 6638 Tecumseh Road East. Although the potential exposures listed on the WECHU's [Public Exposure Notification page](#) are considered low risk, individuals who visited these locations on the identified dates are asked to monitor themselves for symptoms of COVID-19 for 14 days from the date of exposure.



## **Vaccine Clinic Updates**

### **Vaccinations Administered to Windsor-Essex Residents**

# of WEC Residents Vaccinated with 1 Dose	# of WEC Residents Vaccinated with 2 Doses	Total Doses Administered
20,626	11,854	44,334

- Residents 80 years of age and older can attend a vaccination clinic in Windsor or in Leamington.
- Residents aged 60 to 64 can be vaccinated at a pharmacies participating in a pilot program.

### ***Guidance Documents***

A list of all guidance documents from the Province of Ontario, and the Windsor-Essex County Health Unit (WECHU) can be found on the [Guidelines](#) page of the WECHU website.



# PUBLIC HEALTH MEMO

## COVID-19

This is a stakeholder update for the week of March 22 to March 28, 2021.

Submitted on March 29, 2021.

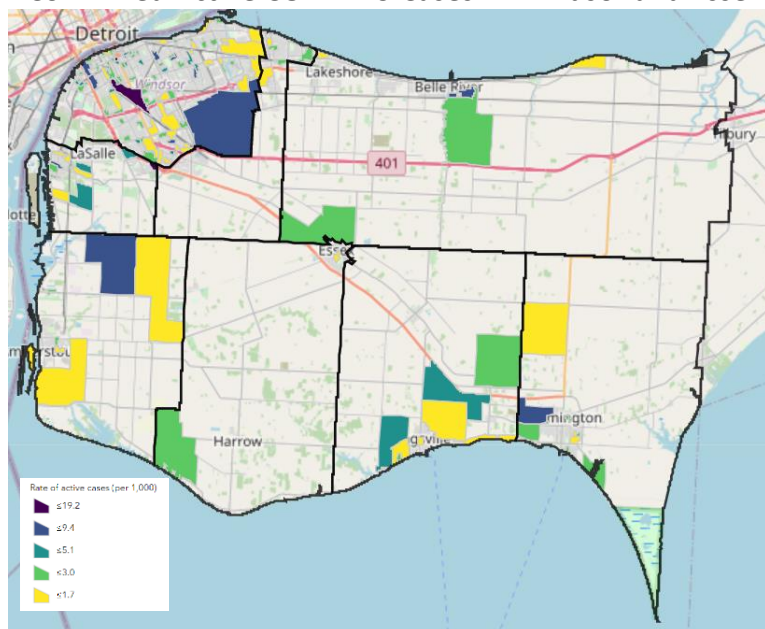
### Current Statistics

For all up-to-date data and information, please visit the [Local Updates](#) page on our website, which includes the local COVID-19 Dashboard. Daily local public health live updates and weekly summary reports can also be found on the [WECHU YouTube Channel](#).

#### Case Counts in Windsor and Essex County

Confirmed Cases	Deaths	Resolved Cases	
13,809 (↑37)	402	13,114	
Current LTC & RH Outbreaks	Current Workplace Outbreaks	Current Community Outbreaks	Current School Outbreaks
0	6	5	1

#### Confirmed Active COVID-19 Cases in Windsor and Essex County

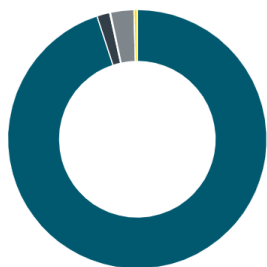


The map reflects the number of active positive COVID-19 cases per 1000 residents. Please note that this does not reflect where the cases were infected, but rather where they reside. Cases may have been exposed to COVID-19 outside of their home or in other settings.



## Confirmed Cases in Windsor and Essex County by Status

Confirmed Cases in Windsor and Essex County by Status



Resolved Self-isolating Inpatient Acute - Hospitalized  
ICU - Hospitalized Deceased Unknown

## Federal, Provincial and Local Guidelines and Recommendations (Updates)

### Federal

- Public Health Agency of Canada released a [Statement from the Chief Public Health Officer of Canada on March 27, 2021](#), highlighting the latest longer-range forecast models that account for transmission dynamics of both non-variant COVID-19 and new variants of concern.
- On March 26, the Honourable Patty Hajdu, Minister of Health, announced an investment of \$14.3 million from the Government of Canada, through the [Canadian Institutes of Health Research \(CIHR\), to support new research on the COVID-19 virus variants](#).
- The Department of Finance Canada issued a new release for a funding announcement: [Government Announces Additional Pandemic Support For Vaccines, Health Care, and Municipalities](#) (March 25, 2021).
- On March 24, Health Canada issued label change and guidance on the AstraZeneca COVID-19 vaccine. The statement is [here](#).

### Provincial

- On March 26, the Government of Ontario encouraged eligible groups to book an appointment as soon as it's their turn. News release: [Booking COVID-19 Vaccinations Extends to Individuals Aged 70 and over in Toronto](#).
- The Province is launching an initiative to remove that barrier and ensure that anyone who wants a vaccine is able to get a vaccine. See March 23 news release [Ontario Helping People Get their COVID-19 Vaccination](#).

### Windsor-Essex

- On March 26, 2021, a news release was issued about an [additional vaccination site for seniors: Amherstburg Vaccination Clinic Begins on Wednesday, March 31 for Adults 70 Years and Older](#)
- The WECHU would like to remind residents that [second dose vaccination appointments are now 16 weeks apart](#), except for residents in long term care homes or retirement homes per Ministry guidance.
- As of March 23, [adults 75 years and older born in 1946 or earlier will be able to register to book a COVID-19 vaccination appointment](#).
- Windsor Regional Hospital's [COVID-19 Assessment Centre Hours Reduced](#) reflecting lower volumes of individuals seeking tests for the virus as well as freeing up more resources for vaccination clinic needs.



- As of March 29, 2021, there are no long-term care and retirement home outbreaks, six workplace outbreaks, five community outbreaks, one school outbreak, and zero hospital outbreaks in the Windsor-Essex region. For more information on outbreaks, please visit the [WECHU website](#).

The WECHU has issued a public exposure notification for the following locations:

## Potential Public Exposures

Location Name	Address	Dates of Exposure	Date of Notification
Tim Hortons	5250 Walker Road Tecumseh (Old Castle), N0R 1L0	22-Mar-21 to 23-Mar-21 : 9:30 PM to 6 AM 23-Mar-21 to 24-Mar-21 : 9:30 PM to 6 AM	28-Mar-21
Tim Hortons, Devonshire Mall	3100 Howard Ave, Windsor N8X 3Y8	16-Mar-21: 9:30 AM - 1 PM	26-Mar-21

\*Locations will be removed from the list after 14 days from last exposure date.

\*this information will be updated Monday to Friday between 8:30 and 4:30, Saturday and Sunday before noon.

- Although the potential exposures listed on the WECHU's [Public Exposure Notification page](#) are considered low risk, individuals who visited these locations on the identified dates are asked to monitor themselves for symptoms of COVID-19 for 14 days from the date of exposure.

## Vaccine Clinic Updates

### Vaccinations Administered to Windsor-Essex Residents

# of WEC Residents Vaccinated with 1 Dose	# of WEC Residents Vaccinated with 2 Doses	Total Doses Administered
60,768	12,083	84,934

- A list of COVID-19 vaccination clinics and sites across Windsor and Essex County can be found [here](#).

### Guidance Documents

A list of all guidance documents from the Province of Ontario, and the Windsor-Essex County Health Unit (WECHU) can be found on the [Guidelines](#) page of the WECHU website.

- Ministry of Health, [COVID-19 Guidance: Point-of-Care Testing Use Case Guidance](#), Version 4.0 March 23, 2021
- [Appendix 9: Management of Individuals with Point-of-Care Testing Results](#) Version 4.0 March 23, 2021

## OPEN Letter to ORFA Members and Industry Employers

*Dear Colleagues,*

*As we are aware, the pandemic has created unprecedented challenges for all communities and has required a flexible and responsive approach. Over the past year, we have witnessed the vital role that recreation facility professionals, and recreation infrastructure (indoor and outdoor), play in our communities. While following public health guidance, providing even limited access to recreation has allowed our community residents to stay connected, support their physical and mental health, and hopefully encourages them to view a more positive, post-pandemic future.*

*You, and your team members, are the reason why great community recreation exists. I hope you will join me in recognizing the recreation facility professionals within your organization and thank them for their commitment and resilience to ensuring safe and enjoyable recreational activities and spaces.*

*As a member of the Ontario Recreation Facilities Association (ORFA), we continue to support you in your operation and management of your community assets. Since last summer, ORFA has provided its members with timely, current and relevant pandemic-related information. In addition to ORFA's weekly e- news sent to all members, we encourage you to visit [www.orfa.com](http://www.orfa.com) to access other membership benefits, including:*

- *COVID-19 Updates and Toolbox including Recreation Facility COVID-19 Re-entering and Reopening Guiding Principles and Best Practices*

- *Events: online self-study and virtual*
- *Professional designations*
- *Facility Forum magazine (print and digital)*
- *Resource Centre (podcasts, webinars, best practice guidelines, discussion board)*
- *Careers (job postings)*

*Recreation facility professionals, through education, workplace-specific training, and professional certification, have the requisite skills, enhanced knowledge and empowered attitude to better operate and manage infrastructure in support of safe facilities. Your ORFA membership allows you to invest in yourself, your staff, and your profession.*

*I wish to close by thanking our 7,000-plus members for providing critically important frontline and management services to our communities and for their support of corporate, municipal, provincial and federal directives that align in keeping your communities as safe as possible.*

*The ORFA is here to help. Please reach out to us at anytime!*

*Sincerely,*

A handwritten signature in black ink that reads "Cathy Seguin". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

*Cathy Seguin, President  
Ontario Recreation Facilities Association Inc.*

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**Media Release**  
**March 24, 2021**

## **WEVax Vaccination Awareness Campaign Launched**

The Windsor-Essex County Health Unit, the City of Windsor and the County of Essex, Windsor Regional Hospital and Erie Shores HealthCare want to ensure that you know where to turn for the latest information as vaccination opportunities become available to different groups in our region.

Together we are launching [WEVax](https://www.wessex.ca/wevax), a vaccination awareness campaign providing local residents with the latest information on available opportunities, eligible ages and how to register for your COVID-19 vaccination. Residents can visit [WEVax.ca](https://www.wessex.ca/wevax) to learn more.

[“WEVax.ca](https://www.wessex.ca/wevax) will provide a one-window approach for local residents to get all their up-to-date information about our region’s vaccination plans and procedures”, says Windsor Mayor Drew Dilkens. “Online bookings will help speed up the process and make it easier for residents to pick the time that works best for them to get vaccinated. Those who have additional questions about the vaccine, health and safety can also rely on this portal to provide clear, objective information to help everyone make an informed decision.”

As the rollout of the Province’s COVID-19 vaccination plan continues, information is changing quickly. With good progress through Phase 1 of the vaccination plan, the province has now opened up vaccination from 80 years of age and over to 75 years of age and older. As more residents become eligible for the COVID-19 vaccination, Chief Executive Officer of the Windsor-Essex County Health Unit Theresa Marentette says it is important that all partners work together to ensure easy access to information. “Our health unit continues to work with the City of Windsor and the County of Essex to ensure a successful rollout of COVID vaccines in Windsor and Essex County,” says Marentette. [“WEVax](https://www.wessex.ca/wevax) highlights this collaborative effort and aims to increase awareness of the vaccines and their effectiveness in preventing severe COVID infection and death.”

In the coming days and weeks, residents will begin seeing [WEVax.ca](https://www.wessex.ca/wevax) on social media. [WEVax.ca](https://www.wessex.ca/wevax) brings people directly to the health unit’s vaccination web page where they can quickly determine if they are eligible for a vaccination, find out how they can register and find answers to several commonly asked questions. The site is another example of the City and County working together for the common benefit of residents, according to Essex County Warden Gary McNamara. [“WeVax.ca](https://www.wessex.ca/wevax) is an easy-to-remember one-stop shop that will help ensure Windsor-Essex residents get all the information and support they need to roll up their sleeves and get their shots. There are no borders when it comes to COVID-19 and protecting our residents, and this historic mass vaccination campaign is the result of unprecedented collaboration between the city, county and our local municipalities and health care partners.”

In addition to [WEVax.ca](https://www.wessex.ca/wevax), residents can continue to call 211 or visit [wechu.org](https://www.wechu.org) for the latest public health advice and local COVID-19 data.



**OFFICE OF THE LORD MAYOR**

Town of Niagara-on-the-Lake  
1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON L0S 1T0  
905-468-3266 • [betty.disero@notl.com](mailto:betty.disero@notl.com)

[www.notl.org](http://www.notl.org)

March 9, 2021

Hon. Peter Bethlenfalvy  
Ministry of Finance  
Frost Building S 7th Floor  
7 Queen's Park Cres.  
Toronto, ON M7A 1Y7

Dear Minister Bethlenfalvy,

I am writing to you in support of the Niagara Region Council's motion to urge the province to consider taking action ahead of its 2021 budget, to reform the Ontario Wine Industry. The Council of the Town of Niagara-on-the-Lake voted unanimously in support of this motion during our February 22 meeting.

In Niagara-on-the-Lake, the wine industry represents a large part of our economy and significantly contributes to the over-all prosperity of our Town. Our wineries have had to be highly innovative in order to stay afloat amid COVID-19, all while remaining cooperative in following preventative measures and obeying emergency orders. This pandemic has only magnified challenges already faced by this industry.

The necessary reforms are as follows:

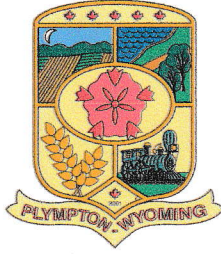
- Eliminate the 6.1% tax applied to VQA (100% Ontario-grown) wines on sale in the 2021 Budget;
- Enable Ontario wines to offer direct delivery, with margin, to grocery stores;
- Establish long-term VQA wine support programs at the LCBO that would increase shelf space for VQA wines;
- Eliminate import taxes on 100% Ontario VQA wines and;
- Remove inter-provincial trade barriers related to sale of wines across provincial borders.

Thank you for your time and consideration of this important matter.

Sincerely,

Betty Disero  
Lord Mayor

CC: Premier Doug Ford  
MPP Doug Downey, Attorney General  
MPP Sam Oosterhoff, Niagara West  
MPP Jennie Stevens, St. Catharines  
MPP Jeff Burch, Niagara Centre  
MPP Wayne Gates, Niagara Falls  
Mayor Sandra Easton, Town of Lincoln  
Mayor Walter Sendzik, City of St. Catharines  
Mayor Steve Ferguson, Prince Edward County  
Mayor Drew Dilkens, City of Windsor  
Mayor Larry Snively, Town of Essex  
Mayor Ray Durocher, Township of Pelee



The Honourable Jonathan Wilkinson  
Minister of Environment and Climate Change  
House of Commons  
Ottawa, ON K1A 0A6  
Jonathan.Wilkinson@parl.gc.ca

The Honourable Marie-Claude Bibeau  
Minister of Agriculture and Agri-Food  
House of Commons  
Ottawa, ON K1A 0A6  
Marie-Claude.Bibeau@parl.gc.ca

March 19<sup>th</sup> 2021

Sent via e-mail

**Re: Carbon Tax**

Please be advised that on March 10<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Norfolk County Agricultural Advisory Boards letter regarding the application of the carbon tax on primary agriculture producers. It is the recommendation of Norfolk County Council that the Federal Government consider the concerns of the agricultural community and move to exempt all primary agriculture producers from current and future carbon taxes.

***Motion #13*** – Moved by Netty McEwen, Seconded by Tim Wilkins that Council support item “q)” from Norfolk County regarding Carbon Tax on Agriculture Producers.

***Motion Carried.***

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca).

Sincerely,

Erin Kwarciak  
Clerk  
Town of Plympton-Wyoming

cc. Association of Municipalities of Ontario  
Federation of Canadian Municipalities  
Ontario Municipalities

---

**The Corporation of the Town of Plympton-Wyoming**  
P.O. Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0  
Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

March 24, 2021

## **AMO Policy Update – Provincial Budget Highlights + Bill 257 Referred to Committee**

### **Ontario 2021 Budget – Continued Actions to Manage Pandemic Impacts and Prepare for Recovery**

The Minister of Finance and President of Treasury Board, the Honourable Peter Bethlenfalvy, presented his first Budget at Queen's Park. The [2021 Ontario Budget](#) builds on previous important investments in operations, transit, and social services to stabilize municipal finances and helps to lay a foundation for economic recovery.

Budget 2021 also highlights the substantial assistance available to small businesses in affected sectors and increases to that assistance to help them continue to operate during the pandemic. The Budget reaffirms the plan to extend vaccines to all willing Ontarians before Fall 2021 and notes the Government is planning for GDP growth of 4 per cent annually next year as economic activity rebounds with a return to pre-pandemic levels of workforce participation by early 2022.

Highlights of interest to municipal governments include:

- An additional \$2.8 billion in funding for broadband to connect all Ontarians to high-speed internet services by 2025. This brings provincial funding for broadband to nearly \$4 billion and delivers on a key advocacy goal of AMO and municipal governments across Ontario.
- Postponing property assessments for another year to ensure stability in municipal finances. New properties will continue to be added. The province will consult on reassessment in 2021 to consider COVID-19 impacts. This consultation will include municipal governments.
- The Ontario Community Infrastructure Fund (OCIF) will remain stable at \$200 million per year, delivering on AMO's request for stability in this fund until financial circumstances allow expansion.
- Investing over four years an additional \$933 million to build 30,000 new Long-Term Care beds and \$246 million to improve facilities such as installing air conditioning.

- Extends the wage enhancement for Long-Term Care Personal Support Workers (PSWs) until June 30, 2021.
- The province is investing \$4.9 billion over four years to increase the average direct daily care to four hours a day in long-term care and hiring more than 27,000 new positions, including personal support workers (PSWs) and nurses.
- Providing \$160 million over three years to support community paramedicine for those on LTC wait lists, which is 100 per cent funded by the province.
- Temporarily increasing the Ontario Child Care Access and Relief from Expenses Tax Credit by \$75 million/20 per cent in 2021 to support working parents and help increase workforce participation.
- Targeted hospitality and tourism industry support of \$100 million in grants to support tourism and hospitality sector small businesses, a \$100 million Tourism Recovery Program and \$200 million to support strategic infrastructure and sports projects in communities.
- Providing \$5 million to examine the re-establishment of rail services in Northern Ontario to improve transportation linkages for Northern residents and communities.
- Investing an additional \$61 million in the Regional Opportunities Incentive Tax Credit to support economic activities in Northern and rural areas, bringing total support to \$155 million by 2022-23.
- Providing an additional \$175 million for mental health and addictions including four mobile mental health clinics for rural and underserved areas.
- Automatically doubling provincial small business grants for all applicants to support local small businesses through the pandemic.
- \$28.5 billion for transit projects in the GTHA is also noted including subway expansions and other higher order transit.

Budget 2021 initiatives and investments build on important investments made in stabilizing municipal governments earlier in the year. These critical municipal investments include:

- \$500 million in additional municipal financial assistance funds for municipal operations;
- \$150 million in additional transit system pandemic assistance;

- \$255 million in additional Social Services Relief Fund investments for shelters and homeless supports;
- \$50 million in new funding to support municipal modernization and efficiency;
- \$5 million to support municipal fire service COVID-19 impacts.

### **Bill 257 referred to Standing Committee on General Government**

Yesterday, [Bill 257 Supporting Broadband and Infrastructure Expansion Act, 2021](#) was referred to the Standing Committee on General Government. Public hearings are scheduled for Friday March 26, 2021 and written comments due same day by 7:00 pm. To send a written submission, you can use this link: [ola.org/en/apply-committees](https://ola.org/en/apply-committees).

The first two schedules of the legislation provide provincial tools to support the expansion of telecommunications and broadband internet connectivity in unserved and underserved communities. If used as a backstop where necessary such as for provincially funded projects where a Municipal Access Agreement does not provide certainty for permitting to access Rights of Way, these tools can help to ensure public investments in connectivity are more efficient and services can be expanded faster. This will be particularly important in light of the funding and goals for broadband expansion put forward in Budget 2021.

AMO will submit written comments on all schedules of the Bill subject to AMO Board approval on Friday.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



## **JOINT BOARD OF MANAGEMENT**

Wednesday, March 17, 2021

**9:00 AM**

Virtually in Zoom

## **AGENDA**

**A. Call to Order:**

**B. Disclosures of Pecuniary Interest:**

**C. Approval of Minutes:**

Minutes of the meeting of the Union Water Supply System Joint Board of Management Meeting held Wednesday, February 17, 2021  
Pages 2 - 7

**D. Business Arising Out of the Minutes**

**E. Items for Consideration:**

1. UW/15/21 dated March 12, 2021 re: Status Update of UWSS Operations & Maintenance Activities and Capital Works to March 12, 2021  
Pages 8 - 10
2. UW/16/21 dated March 11, 2021 re: Moratorium on Applications for UWSS Treated Water Allocations  
Pages 11 - 14  
Pages 15 - 18 Report UW/06/21 UWSS Water Treatment Capacity Allocation
3. UW/17/21 dated March 12, 2021 re: Payments from February 25 to March 12, 2021  
Pages 19 - 23

**F. New Business:**

**G. Adjournment:**

**H. Date of Next Meeting:** April 21, 2021, Virtually in Zoom

/kmj





**JOINT BOARD OF  
MANAGEMENT**  
Wednesday, February 17, 2021  
**9:00 AM**  
Virtually in Zoom

## **MINUTES**

**Members Present:** Mayor MacDonald (Vice-chair); Deputy Mayor Verbeke, Councillors Dunn, Hammond, Jones, Tiessen - Leamington  
Mayor Nelson Santos (Chair); Deputy Mayor Queen, Councillors DeYong, Neufeld, Patterson - Kingsville  
Councillor VanderDoelen - Essex  
Councillor Walstedt - Lakeshore

**Also in Attendance:** Rodney Bouchard, Union Water Supply System Manager  
Khristine Johnson, Recording Secretary

**Municipal  
Staff Present:** Laura Rauch, Shannon Belleau, Nelson Carvalho - Leamington  
John Norton, Andrew Plancke, Shaun Martinho, Tiffany Hong - Kingsville  
Andy Graf, Kevin Girard - Essex  
Nelson Cavacas, Albert Dionne, Linda McKinlay - Lakeshore

**OCWA Staff  
Present:** Susan Budden  
Dale Dillen

**Call to Order: 9:01 am**

**Disclosures of Pecuniary Interest: none**

**Adoption of Board Minutes:**

**No. UW-12-21**

**Moved by:** Deputy Mayor Queen

**Seconded by:** Councillor Jones

That Minutes of the UWSS Joint Board of Management meeting of Wednesday, January 20, 2021 is received.

Carried



## **Business Arising Out of the Minutes:**

There was none.

### **Report UW/09/21 dated February 11, 2021 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to February 11, 2021**

The Manager reviews his report with board members. He confirms that the security system installation is now completed and the deficiencies list has been addressed and corrected. The system is working well.

The Manager explains to the Board members that a frazil ice event took place on February 3<sup>rd</sup>, 2021, wherein the frazil ice was allowing for very little water to be drawn in through the intakes. The operations staff worked diligently to backflush the system to clear the ice, however, the reservoirs were very low. He notes that the Manager almost had to put restrictions on water use throughout the system. Finally, the operations staff were able to get the system back on track. He further notes that the staff had not seen a frazil ice event in a large number of years and now that the lake has frozen over this should not occur again this season.

The Manager notes that a valve broke during this process and an emergency repair was made. He also notes that this is another good reason to complete the study with the Windsor Utilities Commission (WUC) for emergency redundancy.

Clarifier No. 2 has gone back into service after seasonal servicing, while Clarifier No. 3 will come offline next week to have a new flow meter installed.

Rehab work on Filters #2 and #4 has started and the team is working quickly on this project. As of today's date all of the filter media has been removed and the second company is on site mobilizing their equipment to start with the coatings next week. The Manager anticipates that the work will be completed by mid-march so the filters can be put back into service as he anticipates a high flow year.

The Kingsville Water Tower (KWT) rehabilitation project has started as well by the general contractor. The Manager notes that the base foundation work was started the day prior to the meeting. It is anticipated that scaffold and enclosure construction could last approximately 5-6 weeks. The KWT will then be taken offline in mid-April so that sandblasting can start.

The Manager mentions a few other projects that are on pause right now due to the emergency order within Ontario, however, once restrictions are lifted they will start again.

The Manager explains that the flows for the WTP are still quite high, but he attributes that to the greenhouses starting their saplings at the moment.

Councillor DeYong notes that she has received a complaint from neighbours regarding noise coming from the WTP. The Manager explains that the noise was most likely from the filter rehab crew vacuuming out the old media. He notes that the work is taking place at the front of the WTP and could be a contributing factor.

Councillor Hammond asks the Manager how old the intakes are and whether they can handle the flows at the moment. The Manager explains that the intakes are each capable of servicing the WTP, but one is original to the plant and the second one was built in the 1970s. The Operations Manager notes that the intakes are inspected every other year and then repair work is scheduled in between.

Councillor Hammond followed up with another question regarding the intakes and a potential new reservoir. He wants to ensure that any changes are going to be robust enough to handle the future needs. The Manager indicates that the UWSS is only allowed to take a certain volume from the lake and if it was required to start using both intakes at that time it might be worth considering a larger intake.

Councillor VanderDoelen asks the manager if the UWSS requires a larger volume of water and seeks permission from the MECP then will the UWSS have to seek approval from the USA as well. The Manager indicates that the UWSS would submit its request to the Ministry and where it goes from there he is not sure, as the Ministry handles water concerns.

#### **No. UW-13-21**

Moved by: Councillor Dunn

Seconded by: Councillor Neufeld

That report UW/09/21 dated February 12, 2021 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to February 12, 2021 is received.

Carried (UW/09/21)

#### **Report UW/10/21 dated February 10, 2021 re: Revision to Schedule C (Proportional Water Consumption and System Interests) of UWSS Transfer Order**

The Manager reviews his report with the members of the Board. He notes that this update to Schedule C last took place in 2017 and was in place for four (4) years. He reviews the numbers from 2017 and explains that water consumption changed slightly during the last four (4) years. He notes that next change will be in place until December 31, 2024.

#### **No. UW-14-21**

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Tiessen

That UWSS system interests in Schedule C of the Transfer Order are updated as follows:

Municipality	Average Water Consumption (ML/year)	Proportional System Interest
The Corporation of the Municipality of Leamington	8,909.0	53.00%
The Corporation of the Town of Kingsville	6,509.1	38.72%
The Corporation of the Town of Essex	827.8	4.92%
The Corporation of the Town of Lakeshore	564.8	3.36%

That the municipalities of Leamington, Kingsville, Essex and Lakeshore be informed of this update to Schedule C of the UWSS Transfer Order. This update will apply from January 1, 2021 to December 31, 2024.

Carried (UW/10/21)

#### **Report UW/11/21 dated February 11, 2021 re: Drinking Water Inspection Report for the UWSS - January 28, 2021**

The Manager reviews this report with the Board members. He notes that the Ministry of Environment, Conservation and Parks (MECP) inspects the water treatment plant (WTP) every year. Due to COVID, no physical inspection took place, but rather all document based, for the 2020 year. No improvements or recommendations for consideration were suggested. UWSS received a 100% inspection rating.

The Manager noted that the report indicated that chlorine levels for water that discharges from the residuals ponds back to Lake Erie (through a pipe) are sometimes above the newly established Federal limits. The Manager indicates that there has been difficulty trying to source a good piece of equipment that can reliably measure chlorine below the newer limits. The UWSS does not have any piece of equipment that can obtain the level of analysis suggested. He also notes that the UWSS is trying to do a better job of dechlorination when backwashing. He further explains that this newer Federal requirement are Canada wide and not just for the UWSS.

The Operations Manager explains that this level of instrumentation is much finer than available at this time.

#### **No. UW-15-21**

Moved by: Councillor Patterson

Seconded by: Mayor MacDonald

That the UWSS Joint Board of Management receive report UW/11/21 dated February 11, 2021 re: Drinking Water Inspection Report for the UWSS - January 28, 2021.

Carried (UW/11/21)

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**Report UW/12/21 dated February 10, 2021 re: 2020 Annual report under the Safe Drinking Water Act and Ontario Regulation 170/03**

The Manager reminds members of the Board that this report is produced each year for the year prior under the Safe Drinking Water Act (SDWA) and a standard template is provided. This report provides a look at capital works completed and the expenditures to complete such projects, the raw/distribution water samples collected, those treated and the compounds analyzed each year. There was one item of note in 2021 wherein a sample resulted in a high total coliform count.

Councillor DeYong inquired about the Boil Water Advisory (BWA) and where the UWSS stands with the WECHU in terms of a consistent procedure to announce any issues. The Manager notes after several attempts to organize a meeting with the WECHU/municipal partners that this item was put on the back burner in 2020 due to COVID. He will be bringing this issue back to the table in 2021. He does confirm that we need a better process in place to get information out to the public.

**No. UW-16-21**

Moved by: Councillor Hammond

Seconded by: Deputy Mayor Queen

That report UW/12/21 dated February 10, 2021 re: 2020 Annual Report under the Safe Drinking Water Act and Ontario Regulation 170/03 is received.

Carried (UW/12/21)

**Report UW/13/21 dated February 10, 2021 re: 2020 Summary Report for Municipalities under Regulation 170/03 made under the Safe Drinking Water Act**

The Manager notes that this is another yearly report prepared under Schedule 22 and we can create it any way we want to. He feels that next year UWSS will update the way this information is presented and provide a fresher look and feel. This information provides information about the four (4) member municipalities and identified how much water was taken from the lake and treated.

He notes the one (1) non-compliance issue on July 21, 2020, which was resolved after flushing and resampling.

**No. UW-17-21**

Moved by: Councillor Walstedt

Seconded by: Councillor Jones

That report UW/13/21 dated February 10, 2021 re: 2020 Summary Report for Municipalities under Regulation 170/03 made under the Safe Drinking Water Act is received.

Carried (UW/13/21)

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**Report UW/14/21 dated February 12, 2021 re: Payments from January 16<sup>th</sup> to February 11<sup>th</sup>, 2021****No. UW-18-21**

Moved by: Councillor VanderDoelen

Seconded by: Councillor DeYong

That report UW/14/21 dated February 11, 2021 re: Payments from January 16<sup>th</sup> to February 11<sup>th</sup>, 2021 is received.

Carried (UW/14/21)

**New Business**

The Manager confirms with members that the UWSS has been working with GLIER. He confirms that the Federal grants have come through and now the project can proceed. The installation of the early warning system out in Lake Erie by GLIER will proceed and will benefit the UWSS. A total of \$700, 000 was received in grant monies. A further report will be forthcoming. This is a good news story for the UWSS.

The Manager also reminds members of the January UWSS Board meeting wherein the Board directed the Manager to form a working group regarding the water allocation remaining at the UWSS. He confirms that the first meeting takes place next week on February 24<sup>th</sup>. He will be providing updates of the outcome of this meeting.

Councillor Patterson thanks the Leamington water department for providing stock to Kingsville during a recent main break. The Manager confirms that the municipalities work well together.

**Adjournment:****No. UW-19-21**

Moved by: Deputy Mayor Queen

Seconded by: Councillor Dunn

That the meeting adjourn at 9:40

Carried

**Date of Next Meeting:** Wednesday, March 17, 2021, virtually in Zoom.

/kmj

To: Chair and Members of the Union Water Supply  
System Joint Board of Management

From: Rodney Bouchard, UWSS General Manager

Date: March 12, 2021

Re: Status Update of UWSS Operations & Maintenance Activities and Capital  
Works to March 12, 2021

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**Aim:**

To inform the UWSS Board about operational and maintenance activities and capital works projects for the Union Water Supply System since the last Board meeting on February 17, 2021.

**Discussion:**

The UWSS Manager conducts regular meeting with OCWA Operations staff in regards to on-going operations and maintenance programs for the UWSS facilities. The following provides an update on UWSS operations, regular maintenance and major maintenance and Capital Works at UWSS facilities:

1. Regular Maintenance on all process equipment and analyzers continue to be completed through OCWA's Workplace Maintenance Management System.
2. Clarifier #3 was taken off line on March 8th to allow for the installation of a new magnetic flow meter on Clarifier #3 effluent line. It is anticipated that Clarifier #3 will return to operation sometime during the week of March 15<sup>th</sup>.
3. The work to rehabilitate Filters #2 and #4 is on-going. Filter media and underdrains from both filters were removed by a crew from Continental Carbon Group (CCG). This work was completed February 19th. Jacques Daoust Coatings Management Inc. (JDCMI) started the rehabilitation of the filters boxes on February 22<sup>nd</sup>. This work is expected to be completed by March 26<sup>th</sup>. The new underdrains have been ordered from Roberts Filter Group and are in the manufacturing stage. Installation of the underdrains and new filter media will be completed by CCG. It is anticipated that this work will be completed mid to late April.
4. The work for the rehabilitation of the Kingsville Water Tower is underway. Scaffolding is currently being raised around the water tower and it is projected that scaffolding works, including installation of canvas enclosure will be completed by the first week of April.

Testing of the Kingsville Water Tower isolation was initiated on March 11. Pressure dataloggers were installed on March 12 at the furthest parts of the Town of Kingsville pressure zone to monitor system pressure during the isolation of the water tower. This is being done to ensure that adequate water pressure can be maintained in the Town of Kingsville while the Kingsville Water Tower is out of service for the rehabilitation work.

Re: UW/15/21 - Status Update of UWSS Operations & Maintenance Activities and Capital Works to March 12, 2021

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5. The decommissioning of the chloramination system components in the Ammonia Building is underway. Clean Harbours was retained to remove all residual chemicals from the tanks in the building. The ammonia storage tank has been removed from the building and retrofitting of the former ammonia tank storage room in the ammonia building is underway. The work with retrofitting the ammonia building into a maintenance shop will be on-going into Summer 2021.
6. Construction of the new laboratory has resumed. Wall framing and installation of drywall is almost complete. Epoxy flooring and installation of doors and windows will be completed by early the beginning of April. A heating/cooling split unit is on order to provide the new laboratory its own environmental controls.
7. The metal ceiling above Filters #6 and #8 is being refurbished and painted to address corrosion issues. The filters have been covered to prevent any debris from entering the filters during this work.
8. A new soft start was installed on High Lift Pump #9 and tested for operation. This work was completed on March 8-9<sup>th</sup>.

The first chart shows comparative flows for 2017 through 2021 in Mega Litres (ML) and the second chart shows Millions of Imperial Gallons (MIG) for the period January 1<sup>st</sup> to February 11, 2021.

	2017	2018	2019	2020	2021
Flow to Date (ML)	1,990.01	2,172.95	2,261.71	2,449.18	2,842.70
Max Day (ML)	41.89	40.25	45.20	46.65	52.55
Min Day (ML)	20.73	23.56	20.13	25.44	26.74
Average Day (ML)	28.43	31.04	32.31	34.50	40.61
No of Days	70	70	70	71	70

	2017	2018	2019	2020	2021
Flow to Date (MG)	437.75	477.99	497.52	538.76	625.32
Max Day (MGD)	9.21	8.85	9.94	10.26	11.56
Min Day (MGD)	4.56	5.18	4.43	5.60	5.88
Average Day (MGD)	6.25	6.83	7.11	7.59	8.93
No of Days	70	70	70	71	70

Flows to date are up 393.52 ML (86.56 MIG) or 16.07% from last year. The 2021 flows to date are up 28.14% over the previous 4 year average.

Re: UW/15/21 - Status Update of UWSS Operations & Maintenance Activities and  
Capital Works to March 12, 2021

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**Recommendation:**

That this report be received by the UWSS Board for information purposes.

Respectfully submitted,



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

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UW/16/21

## Report

**To:** Chair and Members of the Union Water Supply System Joint Board of Management

**From:** Rodney Bouchard, Union Water Manager

**Date:** March 11, 2021

**Re:** Moratorium on Applications for UWSS Treated Water Allocations

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### Recommendation:

That the Union Water Supply Joint Board of Management (UWSS Board) implements a moratorium to take effect immediately on new requests for treated water allocations from new or existing entities that use more than 50,000 litres per day;

And further, that the moratorium would not apply to any type of residential development;

And further, that the moratorium will be in effect for up to 12 months;

And further, that the UWSS Board directs the UWSS General Manager, with support from the UWSS-Municipal Treatment Capacity Allocation Working Group (Working Group), to undertake an evaluation of all approved treated water allocations to identify any discrepancies between approved allocations versus actual water usage;

And further, that the UWSS Board directs the UWSS General Manager to deliver a report to the UWSS Board by October 31<sup>st</sup>, 2021 that provides the Working Group's conclusions and recommendations in regards to the evaluation of approved treated water allocations.

### Background:

The Union Water Supply System Board of Management is responsible under Transfer Order Union W1/1999 for considering any application by a municipality within its service area for adding a large water service.

New applicants for large water services (i.e. large water users) in the UWSS service area are required to seek approval from the UWSS for treatment capacity allocation and from the local municipality for water distribution capacity. Review of large service applications for water treatment capacity allocation is completed by a consultant on behalf of the UWSS. Upon completion of an application review, the consultant issues a letter to UWSS and the local municipality that provides a recommendation in regards to treatment capacity allocation for the proposed development.

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Re: Moratorium on Applications for UWSS Treated Water Allocations

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A review of available records indicates that since the creation of the UWSS in 2001, almost all large service applications have been for greenhouse expansions and new greenhouse developments. It should also be noted that records indicate that most large service applications for UWSS treatment capacity have been reviewed and addressed on a “first come, first served” basis.

At the January 20<sup>th</sup>, 2021 meeting of the UWSS Board, the UWSS General Manager presented report *UW06-21 UWSS Water Treatment Capacity Allocation* (copy attached). The report highlighted the following:

- Potable water demand from the UWSS has been on a steady increase since 2015. Water demand in 2020 was 32.8% greater than 2015 demand. Most of this increase (approx. 21%) occurred between 2018 and 2020.
- The recent significant increase in water demand is attributed to moderate increase in residential growth but mainly due to significant greenhouse growth in Kingsville and Leamington. Further, some of the water demand increase is likely related to greenhouse crop switchover from food crop to cannabis, which appears to be a more water intensive crop.
- Of the UWSS’ approved 24.7 million imperial gallons per day (IGPD) treatment capacity for the UWSS, approximately 2 million IGPD remains “unallocated” and is available to support growth in the UWSS service area. This remaining “unallocated” treatment capacity has been apportioned to each owner municipality based on UWSS ownership share.

Report UW06-21 also recommended the formation of a working group consisting of UWSS and municipal administration representatives to address the issue of treatment capacity allocation and to develop a more robust and equitable application process for allocation of UWSS treatment capacity. This was supported by the UWSS Board.

The UWSS-Municipal Treatment Capacity Allocation Working Group (Working Group) was created in January 2021 with support from the UWSS’ 4 owner municipalities. The Working Group held its first meeting on February 24, 2021.

## Discussion:

The introductory meeting of the Working Group was held on February 24<sup>th</sup>, 2020 via Zoom. The meeting included 13 participants: 2 from UWSS and 11 from the municipalities of Leamington, Kingsville, Essex and Lakeshore. Discussions at the meeting were related to various items relating to existing treatment capacity allocations, planned and projected growth in various sectors within municipalities and projected water demands.

The main item of discussion was the existing situation with greenhouse industry growth and the limited remaining treatment capacity at UWSS. This discussion resulted in

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Re: Moratorium on Applications for UWSS Treated Water Allocations

agreement by Working Group participants that a moratorium should be imposed on new applications from Large Water Users, including greenhouse developments, due to the limited remaining treatment capacity. This moratorium would be in place to ensure that residential and commercial developments that are already in the planning/approval process can move ahead from a water requirement perspective. The proposed moratorium would be temporary until additional UWSS treatment capacity is made available.

Based on the comments and feedback received from municipal representatives at the February 24<sup>th</sup>, 2021 meeting of the Working Group and from subsequent consultations with staff from owner municipalities, the UWSS General Manager proposes that a temporary moratorium be implemented immediately on new applications for UWSS treated water allocations for large water users. The temporary moratorium is proposed as follows:

- Applications for new requests for treated water allocations from new or existing operation that use more than 50,000 litres per day would no longer be reviewed for approval;
- All types of residential developments would be exempt from the moratorium;
- The moratorium would extend for a period of up to 12 months and may be rescinded or extended at the discretion of the UWSS Board based on review of supporting information.

The proposed upper threshold limit of 50,000 litres/day for new applications is based on the Permit to Take Water (PTTW) application under Ontario Regulation 387/04 (Water Taking and Transfer) made under the *Ontario Water Resources Act, 1990*. By law, a person/entity must have a permit from the Ministry of Environment, Conservation and Parks (MECP) if that person/entity plans to take greater than 50,000 litres of water in a day from the environment. The UWSS General Manager stipulates that this value provides a good basis for establishing what could be considered a “large water user”.

Also, as per the feedback received from the Working Group, the UWSS General Manager proposes that an evaluation of existing approved treatment capacity allocations be completed. The purpose of the evaluation would be as follows:

- Identify historical approved allocations that may never have been used. It has been recently noted during an application review that some historical allocation approvals for greenhouses have not been used. These allocations should be cancelled so that the associated treated water capacity is available for future use.
- Identify discrepancies between approved allocations and actual water usage for each operation. It should be noted that for greenhouse allocations, some historical allocations were based on 10,000 IGPD/ acre. However, based on technological improvements and conservation measures in the greenhouse industry, water

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Re: Moratorium on Applications for UWSS Treated Water Allocations

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usage per acre has decreased. As such, through the years, allocations were decreased to 8,000 IGPD/acre and now the standard for new applications is 6,000 IGPD/acre. Actual water usage for all allocations should be reviewed so that historical higher allocations can be reassessed to lower allocations thus freeing up treatment capacity for future growth.

- Provide recommendations for water allocation that would identify proposed volume rates for future applications.
- Provide recommendations for a revised application process that is more comprehensive and based on actual needed treated water volumes.

This evaluation would be led by UWSS with support and advice from the Working Group. The consultant that currently reviews applications for treated water allocations would also be retained to assist with this evaluation. The UWSS General Manager anticipates that a report would be provided to the UWSS Board no later than the October 20<sup>th</sup>, 2021 UWSS Board meeting.

It should be noted that support for the moratorium has been received by Working Group participants. Owner municipalities have been consulted in regards to this proposed moratorium.

### Closing Comments and Recommendations:

Current treatment capacity allocation methodology has been mostly focused on the growth in the greenhouse industry and has not really taken into consideration other types of growth in the UWSS service area.

The proposed moratorium on new applications by large water users for treated water is intended to allow for continued residential development (and commercial/industrial developments that are not treated water intensive) while restricting non-residential developments that are dependent on large volumes of UWSS treated water.

This will allow the UWSS (in consultation with its owner municipalities) time to complete the required evaluations of existing and proposed future treatment capacity allocations so as to identify “unused” treatment capacity that is already allocated and to develop a more effective process for allocating future treated water requests..

Respectfully submitted,



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

rb/kmj

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Attachments

UW/06/21

## Report

**To:** Chair and Members of the Union Water Supply System Joint Board of Management

**From:** Rodney Bouchard, Union Water Manager

**Date:** January 15, 2021

**Re:** UWSS Water Treatment Capacity Allocation

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### Recommendation:

It is recommended that the Union Water Supply Joint Board of Management (UWSS Board) receives this report for information;

And further, that the UWSS Board supports the formation of a working group consisting of UWSS and municipal administration representatives to address the issue of treatment capacity allocation and develop a more robust and equitable application process for allocation of UWSS treatment capacity;

And further, that the UWSS Board directs the UWSS General Manager to send written correspondence to Administration of UWSS owner municipalities requesting their support and participation of the aforementioned working group.

### Background:

The Union Water Supply System Board of Management is responsible under Transfer Order Union W1/1999 for considering any application by a municipality for adding a large water service. The UWSS strives to accommodate the requests of an applying municipality while ensuring that the level of service to the existing water system users is not adversely impacted.

New large water users are required to seek approval for water allocations prior to construction. This includes new greenhouse developments or proposed expansions. There are two parts to the greenhouse water allocation review and approval process. One is focused on whether UWSS has sufficient spare water treatment capacity to support the proposed development. The other step is to determine whether the water distribution system can deliver the required water to the location of the proposed greenhouse development. UWSS is only responsible for the water treatment capacity requirements while the water distribution portion is the responsibility of the respective municipality.

Review of large service application for water treatment capacity allocation is completed by Stantec Consulting on behalf of the UWSS. Upon completion of the review, Stantec

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Re: UWSS Water Treatment Capacity Allocation

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issues a letter that includes a recommendation in regards to treatment capacity allocation for the proposed development. In most cases, Stantec will also conduct a review of distribution capacity on behalf of the municipality and a recommendation on distribution capacity will also be included in the letter.

A review of available records indicates that since the creation of the UWSS Joint Board of Management in 2001, it appears that almost all large service applications have been for greenhouse expansions and new greenhouse developments. It should be noted that records also indicate that most, if not all, large service applications for UWSS treatment capacity have been reviewed and addressed on a “first come, first served” basis. Very little consideration, if any, has been given to location of the proposed development associated with the large service application (i.e. in what municipality the development is proposed).

## Discussion:

At the October 21<sup>st</sup>, 2020 meeting of the UWSS Board meeting, UWSS General Manager presented report *UW/24/20 Update on UWSS Water Demand, Treatment Capacity, Restructuring and Common Assets*. This comprehensive report included details on UWSS water demand and treatment capacity related issues from 2001 to 2020. The report highlighted following important points:

- Potable water demand from the UWSS has been on a steady increase since 2015. Water demand in 2020 was projected to be approximately 950 MIG or 30% higher than the annual demand in 2015. (It should be noted that actual demand for 2020 is actually 32.8% greater than 2015 demand and the increase in water demand between 2019 and 2020 is 13.2%).
- The remarkable increase in water demand between 2015 and 2020 is attributed to moderate increase in residential growth within the 4 municipalities served by the UWSS but mainly due to significant greenhouse growth in Kingsville and Leamington. Further, some of the water demand increase is likely related to greenhouse crop switchover from food crop to cannabis. It is assumed that cannabis crops consumes more water than typical greenhouse crops such as tomatoes, cucumbers and peppers.
- Of the approved 24.7 million imperial gallons per day of treatment capacity for the UWSS, approximately 2 million IGPd remains to support growth in the UWSS service area. This remaining treatment capacity was calculated based on i) the approved maximum regulated flows to greenhouses development and it's proportional use of total UWSS water demand; ii) existing water demand from other large water users; iii) proportional peak water demand from residential and commercial/industrial sector

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Re: UWSS Water Treatment Capacity Allocation

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- Due to limited remaining available treatment supply for allocation, a process is needed to determine how to allocate the estimated 2.0 MGD of existing capacity. Should the remaining capacity be allocated on a first come/first served basis or should it be allocated to each municipality based on current ownership share of UWSS?

Following receipt of report UW/24/20, the UWSS Board directed the UWSS General Manager to send correspondence to the Administration of the municipal owners to seek feedback and/or support of the proposed plan to allocate remaining UWSS treatment capacity based on current municipal ownership shares of the UWSS.

The UWSS General Manager issued written correspondence to the administration of municipal owners in a letter dated November 2, 2020 seeking feedback and support of the allocation proposal for remaining UWSS treatment capacity. A copy of the UWSS' November 2nd, 2020 is attached. The UWSS General Manager followed up the letter with verbal conversations in November and December 2020 with pertinent senior management staff of the owner municipalities.

As of the date of this report, written correspondence has been received in regards to the UWSS' November 2nd, 2020 letter from the Municipality of Leamington, Town of Kingsville and Town of Essex. It is anticipated that correspondence from Lakeshore is forthcoming.

Received written correspondence indicate support by the Town of Kingsville and Municipality of Leamington on the proposal to allocate remaining UWSS Treatment capacity based on municipal ownership shares.

A letter received from the Town of Essex dated January 11, 2021 indicates that the Town of Essex administration and Council does not support the allocation proposal. Further, the letter suggests that the UWSS proposes a new model for future unallocated treatment capacity that includes an equitable process that enables owner municipalities to secure treatment capacity to accommodate growth. Based on a review of the information provided in the Town of Essex' January 11, 2021 letter, the UWSS General Manager agrees that the Town of Essex raises valid points to support its concern regarding the methodology that has historically been used for treatment capacity allocation.

### **Closing Comments and Recommendations:**

The UWSS is currently implementing a capital improvement program that is designed to increase treatment capacity of the Ruthven Water Treatment Plant by up to 5 million IGPD within the next 5 years. The UWSS General Manager suggests that this is an opportune time to review the methodology for treatment capacity allocation so that an improved process can be put in place to equitably allocate future treatment capacity.

January 15, 2021 - UW/06/21

Re: UWSS Water Treatment Capacity Allocation

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Current treatment capacity allocation methodology has been mostly focused on the growth in the greenhouse industry and has not really taken into consideration other types of growth in the UWSS service area. For example, the UWSS does not receive applications for treatment capacity from developers (or from the municipalities in which developments are occurring) for residential subdivision developments. Based on the substantial growth in the residential sector within the UWSS service area over the last 5 years and project near future growth in this sector, such developments should be included in the treatment capacity allocation process.

In order to address this issue in a fair and comprehensive manner, the UWSS General Manager would suggest the establishment of a working group consisting of representatives from UWSS and representatives from municipal administration to review this issue and develop a more robust and equitable application process from treatment capacity allocation.

Respectfully submitted,



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

Attachments

Filename: t:\union wtr\reports to board\2021\uw06-21 uwss water treatment capacity allocation.docx



UW/17/21

**To:** Chair and Members of the Union Water Supply  
System Joint Board of Management

**From:** Rodney Bouchard, Union Water Manager

**Date:** February 12, 2021

**Re:** Payments for the UWSS from February 12 to March 12, 2021



---

**Aim:**

To provide the Board with a copy of payments made by the Union Water Supply System from February 12 to March 12, 2021.

**Recommendation:**

For information purposes.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'R. Bouchard', is positioned below the text 'Respectfully submitted,'.

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

/kmj

Filename: t:\union wtr\reports to board\2021\uw17-21 payments from feb to march 2021.docx



Vendor : 0011450 To PT00000212

Batch : All

Department : All

Cheque Print Date : 25-Feb-2021 To 26-Feb-2021

Bank : 07 To 08

Class : All

Vendor Invoice	Vendor Name Description				Batch Invc Date	Inv Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name			Amount
<b>DEPARTMENT 0700 Union Water System</b>							
<b>030443</b>	<b>Continental Carbon Group Inc</b>						
INV-10742	FILTERS - DISPOSAL OF MEDIA & UNDERDRAINS				106 17-Feb-2021	25-Feb-2021	
70-7-0700-8730	700012			Filters			47,962.85
70-7-0700-8730	700014			Filters			47,962.85
<b>996694</b>	<b>Empire Communications</b>						
332691	FOBS - SECURITY SYSTEM				106 31-Dec-2020	25-Feb-2021	
70-7-0700-8775				Communication System			113.00
332780	SECURITY SYSTEM				106 31-Dec-2020	25-Feb-2021	
70-7-0700-8775				Communication System			28,036.28
332781	SECURITY SYSTEM				106 31-Dec-2020	25-Feb-2021	
70-7-0700-8775				Communication System			37,129.43
332783	SECURITY SYSTEM				106 31-Dec-2020	25-Feb-2021	
70-7-0700-8775				Communication System			5,445.31
<b>180325</b>	<b>Ricoh Canada Inc</b>						
SCO93125254	JAN/21 COPIER CONTRACT				106 29-Jan-2021	25-Feb-2021	
70-5-0700-7010	002070			Office Supplies			90.14
<b>230685</b>	<b>Wired Solutions</b>						
14546	ZOOM UPDATE				106 18-Feb-2021	25-Feb-2021	
70-5-0700-7270	002070	008002		Software Purchases			276.85
<b>Department Totals :</b>							<b>167,016.71</b>



Vendor : 0011450 To PT00000212  
Batch : All  
Department : All

EFT Paid Date : 25-Feb-2021 To 26-Feb-2021  
Bank : 07 To 08  
Class : All

Vendor Code	Vendor Name				Batch	Inv Date	Inv Due Date	Amount
Invoice No.	Description							
G.L. Account	CC1	CC2	CC3	GL Account Name				
DEPARTMENT 0700	Union Water System							
030004	C3 Water Inc							
202101-467	UWSS - WUC REDUNDANCY STUDY				107	31-Jan-2021	25-Feb-2021	
70-5-0700-7989		002075		Operational Programs & Studies				1,330.07
030215	Canadian Water And Wastewater Association							
4426	2021 CWWA DUES				107	02-Jan-2021	25-Feb-2021	
70-5-0700-7020		002070		Dues, Memberships and Subscriptions				1,844.16
150365	Ontario Clean Water Agency							
INV0000000921	JAN/21 OPER&MTCE				107	31-Jan-2021	25-Feb-2021	
70-5-0700-6720		002071		OCWA Operating Contract				279,050.71
INV0000000959	FILTERS #2 & #4 REHAB				107	16-Feb-2021	25-Feb-2021	
70-7-0700-8730		700012		Filters				6,152.85
70-7-0700-8730		700014		Filters				6,152.85
Department Totals :								294,530.64



Vendor : 0011450 To PT00000208  
Batch : All  
Department : All

Cheque Print Date : 04-Mar-2021 To 05-Mar-2021  
Bank : 07 To 08  
Class : All

Vendor Invoice	Vendor Name Description				Batch Invc Date	Inv Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name			Amount
<b>DEPARTMENT 0700 Union Water System</b>							
<b>050003 E.L.K. Energy Inc</b>							
40010915-01-J	1-1398.05KWH - ESSEX WATER TOWER				116 24-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity			-46.52
70-5-0700-7420	002073			Electricity			247.97
40047150-03-J	11116.66KWH - METER #9				116 24-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity			-37.93
70-5-0700-7420	002073			Electricity			202.16
51976611-00-J	1-1583KWH - KINGSVILLE WATER TOWER				116 24-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity			-42.10
70-5-0700-7420	002073			Electricity			224.42
90006300-01-J	1-21043.95KWH - COTTAM BOOSTER STATION				116 24-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity			-825.02
70-5-0700-7420	002073			Electricity			4,397.52
<b>996694 Empire Communications</b>							
32781 - REVIS	SECURITY SYSTEM - BALANCE OWING				116 31-Dec-2020	04-Mar-2021	
70-7-0700-8775	Communication System						1,823.46
<b>100048 Jacques Daoust Coatings Management Inc</b>							
3498	REHABILITATION - FILTERS #2&4				116 25-Feb-2021	04-Mar-2021	
70-7-0700-8730	700012			Filters			78,495.45
70-7-0700-8730	700014			Filters			78,495.45
<b>Department Totals :</b>							<b>162,934.86</b>



Vendor : 0011450 To PT00000208  
Batch : All  
Department : All

EFT Paid Date : 04-Mar-2021 To 05-Mar-2021  
Bank : 07 To 08  
Class : All

Vendor Code	Vendor Name					Batch	Inv Date	Inv Due Date	
Invoice No.	Description								Amount
G.L. Account	CC1	CC2	CC3	GL Account Name					
<b>DEPARTMENT 0700</b> Union Water System									
<b>030405 Collabria</b>									
GS5309-4758-1	WIRELESS CHARGING STATION					115	12-Jan-2021	05-Mar-2021	
70-5-0700-7280	002070			Telecommunication Purchases (non TCA)					123.17
INV66293357	ZOOM SUBSCRIPTION					115	01-Feb-2021	05-Mar-2021	
70-5-0700-7270	002070	008002		Software Purchases					229.39
STAR - JAN21	SUBSCRIPTION					115	13-Jan-2021	05-Mar-2021	
70-5-0700-7020	002070			Dues, Memberships and Subscriptions					16.94
<b>050099 Enbridge Gas Inc</b>									
1929770208308	1-23054.93M3 GAS - RUTHVEN WATER TREATMENT PLANT					117	19-Feb-2021	04-Mar-2021	
70-5-0700-7410	002073			Gas					6,767.08
1929770217397	1-2538.75M3 GAS - LOW LIFT					117	23-Feb-2021	04-Mar-2021	
70-5-0700-7410	002073			Gas					763.97
<b>080250 Hydro One Networks Inc</b>									
200141681706-	1-97KWH - METER#2					117	01-Mar-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-11.33
70-5-0700-7420	002073			Electricity					60.38
200141683524-	1-69KWH - METER#8					117	01-Mar-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-10.10
70-5-0700-7420	002073			Electricity					53.81
200141683726-	1-34KWH - METER#15					117	25-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-8.56
70-5-0700-7420	002073			Electricity					45.62
200141687362-	1-2KWH - METER#22					117	01-Mar-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-7.17
70-5-0700-7420	002073			Electricity					38.25
200141687766-	1-27KWH - METER#29					117	01-Mar-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-8.29
70-5-0700-7420	002073			Electricity					44.16
200141687867-	1-1KWH - METER#24					117	01-Mar-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-7.14
70-5-0700-7420	002073			Electricity					38.02
200141690190-	1-141KWH - METER#26					117	26-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-13.23
70-5-0700-7420	002073			Electricity					70.50
200220161473-	1-36KWH - METER#14					117	24-Feb-2021	04-Mar-2021	
70-5-0700-7420	002073			Electricity					-8.24
70-5-0700-7420	002073			Electricity					43.92
<b>150365 Ontario Clean Water Agency</b>									
INV0000000976	FEB/21 OPER&MTCE					117	28-Feb-2021	04-Mar-2021	
70-5-0700-6720	002071			OCWA Operating Contract					279,050.71
<b>190755 Sun Life Assurance Company Of Canada</b>									
MAR-21	MAR/21 UNION WATER LOAN 3724:1					117	01-Mar-2021	04-Mar-2021	
70-5-0700-6000	002020	006901		Debenture Principal					72,936.53
70-5-0700-6100	002010	006901		Debenture Interest					92,989.89
<b>Department Totals :</b>									<b>453,198.28</b>

## **NOTICE OF COMPLETION – DESIGN AND CONSTRUCTION REPORT**

**Detail Design and Class Environmental Assessment for the  
Highway 3 Widening in the Town of Essex  
From 0.8 km west of Ellis Side Road easterly to 2.2 km east of  
Essex County Road 23  
(Contract 2020-3006)**

### **The Project**

The Ontario Ministry of Transportation (MTO) has retained Coco Paving Inc. (Coco) and Dillon Consulting Limited (Dillon) to complete the Design-Build (DB) contract for the Class Environmental Assessment (EA), detail design and construction of the Highway 3 Widening in the Town of Essex.

The project was completed following the *Class Environmental Assessment (EA) for Provincial Transportation Facilities* (2000) as a Group 'B' undertaking. It is anticipated that, subject to approvals, construction will begin in 2021 and will be completed in 2023.

To allow construction to move ahead in an expedited manner, three construction contracts are being produced. Prior to each of the three construction contracts, a Design and Construction Report (DCR) is being prepared to document the environmental impacts and mitigation measures required for construction. One DCR was completed and published in winter 2021. This Notice pertains to the second DCR for the project. The third DCR is anticipated to be completed in summer 2021.

The DCR for Contract 2 is now available for public review, as outlined below. The Contract 2 DCR outlines the design of the project and environmental mitigation measures and monitoring provisions that have been incorporated into the construction contract to date.

The DCR will be available for a 30-day comment period between **March 25, 2021**, and **April 26, 2021**, at the project website: [www.hwy3.ca](http://www.hwy3.ca)

A hard copy of the DCR will not be provided at public review locations. If you wish to review the DCR and require an alternate format, you may contact one of the project team members listed below to discuss review options.

Interested persons may provide written comments to our project team between **March 25, 2021**, and **April 26, 2021**. All comments and concerns should be sent directly to:

Dillon Consulting Limited  
Jeff Matthews, P. Eng.  
Design Project Manager  
130 Dufferin Avenue, Suite 1400  
London, Ontario, N5R 5R2  
519-438-6192 Ext. 1275  
[Hwy3Essex@dillon.ca](mailto:Hwy3Essex@dillon.ca)

Dillon Consulting Limited  
Brandon Fox, MCIP, RPP  
Environmental Manager  
130 Dufferin Avenue, Suite 1400  
London, Ontario, N5R 5R2  
226-984-9504  
[Hwy3Essex@dillon.ca](mailto:Hwy3Essex@dillon.ca)

Ministry of Transportation, Ontario  
Michael Abma, P. Eng.  
MTO Project Engineer

659 Exeter Road  
London, Ontario, N6E 1L3  
519-902-5454  
[Hwy3Essex@dillon.ca](mailto:Hwy3Essex@dillon.ca)



In addition, a request may be made to the Ministry of the Environment, Conservation and Parks for an order requiring a higher level of study (i.e. requiring an individual/comprehensive EA approval before being able to proceed), or that conditions be imposed (e.g. require further studies), only on the grounds that the requested order may prevent, mitigate or remedy adverse impacts on constitutionally protected Aboriginal and treaty rights. Requests on other grounds will not be considered. Requests should include the requester contact information and full name for the ministry.

Requests should specify what kind of order is being requested (request for additional conditions or a request for an individual/comprehensive EA), how an order may prevent, mitigate or remedy those potential adverse impacts, and any information in support of the statements in the request. This will ensure that the ministry is able to begin reviewing the request efficiently. The request should be sent in writing or by email to the Ministry of Transportation Project Engineer listed above and to:

Minister of the Environment,  
Conservation and Parks  
Ministry of Environment, Conservation  
and Parks

Director, Environmental Assessment  
Branch  
Ministry of Environment, Conservation  
and Parks



777 Bay Street, 5th Floor  
Toronto ON M7A 2J3  
[minister.mecp@ontario.ca](mailto:minister.mecp@ontario.ca)

135 St. Clair Ave. W, 1st Floor  
Toronto ON, M4V 1P5  
[EABDDirector@ontario.ca](mailto:EABDDirector@ontario.ca)

Information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act*. With the exception of personal information, all comments will become part of the public record. If you have any accessibility requirements in order to participate in this project, please contact one of the project team members listed above.

Vous pouvez vous procurer des renseignements en français en appelant Sydney Tasfi, au 1 888 345-5668 poste 1005.

**This Notice issued on March 25, 2021.**

## **AVIS D'ACHÈVEMENT – RAPPORT DE CONCEPTION ET DE CONSTRUCTION**

**Conception détaillée et évaluation environnementale de portée  
générale pour l'élargissement de l'autoroute 3 dans la ville  
d'Essex**

**De 0,8 km à l'ouest de Ellis Side Road en direction est jusqu'à  
2,2 km à l'est d'Essex County Road 23  
(contrat 2020-3006)**

### **Le projet**

Le ministère des Transports de l'Ontario (MTO) a retenu les services de Coco Paving Inc. (Coco) et Dillon Consulting Limited (Dillon) pour effectuer le contrat de

conception-construction pour l'évaluation environnementale de portée générale, la conception détaillée et la construction de l'élargissement de l'autoroute 3 dans la ville d'Essex.

Le projet a été réalisé conformément au processus des projets du groupe « B » dans le cadre de *l'évaluation environnementale de portée générale pour les routes provinciales* (2000). Il est prévu que, sous réserve des approbations nécessaires, la construction commencera en 2021 et prendra fin en 2023.



Pour permettre à la construction de progresser rapidement, trois contrats de construction sont en cours d'élaboration. Avant chacun des trois contrats de construction, un rapport de conception et de construction (RCC) sera préparé pour documenter les impacts environnementaux et les mesures d'atténuation requises pour la construction. Un RCC a été produit et publié en hiver 2021. Le présent avis concerne le deuxième rapport de conception et de construction pour le projet. Le troisième rapport devrait être achevé en été 2021.

Le rapport pour le deuxième contrat sera accessible pour un examen public, comme indiqué ci-dessous. Le rapport de conception et de construction pour le deuxième contrat décrit la conception du projet ainsi que les mesures d'atténuation environnementales et les dispositions de surveillance qui ont été intégrées jusqu'à maintenant dans le contrat de construction.

Le rapport sera accessible pour une période d'examen de 30 jours du **25 mars 2021** au **26 avril 2021** sur le site Web du projet: [www.hwy3.ca](http://www.hwy3.ca)

Aucune copie papier du rapport ne sera fournie aux sites d'examen public. Si vous voulez consulter le rapport dans un autre format, vous pouvez contacter l'un des membres de l'équipe du projet indiqués ci-dessous afin de discuter des options.

Les personnes intéressées peuvent fournir leurs commentaires par écrit à notre équipe du projet entre le **25 mars 2021** et le **26 avril 2021**. Tous les commentaires et les préoccupations doivent être envoyés directement à:

Jeff Matthews, ing.  
Chef du projet de conception  
Dillon Consulting Limited

Brandon Fox, MCIP, RPP  
Gestionnaire de l'environnement  
Dillon Consulting Limited



façon dont l'ordre peut prévenir, atténuer ou corriger les effets négatifs possibles, et toute l'information à l'appui de la demande. Ainsi le ministère sera en mesure d'examiner la demande de façon appropriée. Toute demande doit être envoyée par écrit ou par courriel à l'ingénieur du projet du ministère des Transports mentionné ci-dessus et à :

Ministre de l'Environnement, de la  
Protection de la nature et des Parcs  
Ministère de l'Environnement, de la  
Protection de la nature et des Parcs  
777, rue Bay, 5<sup>e</sup> étage,  
Toronto (Ontario) M7A 2J3  
[minister.mecp@ontario.ca](mailto:minister.mecp@ontario.ca)

Directeur, Division des évaluations  
environnementales  
Ministère de l'Environnement, de la  
Protection de la nature et des Parcs  
135, avenue St. Clair O., 1<sup>er</sup> étage  
Toronto (Ontario) M4V 1P5  
[EABDirector@ontario.ca](mailto:EABDirector@ontario.ca)

Les renseignements recueillis seront utilisés conformément à la *Loi sur l'accès à l'information et la protection de la vie privée*. Tous les commentaires, à l'exception des renseignements personnels, feront partie du dossier public. Si vous avez des exigences d'accessibilité pour participer à ce projet, veuillez communiquer avec l'un des membres de l'équipe nommés ci-dessus.

Vous pouvez vous procurer des renseignements en français en appelant Sydney Tasfi, au 1 888 345-5668 poste 1005.

**Le présent avis a été publié le 25 mars 2021.**



March 17, 2021

To: Mayor, Councillors, CAO, Clerk, Drainage Department, Planning Department, Infrastructure Department and Roads Department

On behalf of the Essex County Federation of Agriculture (ECFA) I would like to introduce myself and our organization.

The Essex County Federation of Agriculture is a local voice for more than 1350 farm members: a significant source of food, fiber and fuel and employment for the region. Local Federations of Agriculture are the grassroots component of the Ontario Federation of Agriculture (OFA) which represents 38,000 of Ontario's farms. Our membership encompasses all of agriculture from fruits and vegetables to honey, from dairy and beef to pork and poultry, from field crops like soybeans and corn to agritourism operations. The local Federation is comprised of farm leaders who meet monthly to discuss issues of concern to farm businesses and have many ways to communicate with and contact local farmers. We work towards a regulatory environment in which farms can thrive. The ECFA Board of Directors has representation from across the county.

In the past, the Essex County Federation of Agriculture has attempted to keep the dialogue open by arranging meetings for councillors and administration. The Ag Discovery tours gave our farmers the opportunity to showcase their success and show the need for improvements. These visits provided the opening for good discussions. The ECFA also organizes the W.E. Heart Local/BUY LOCAL map project with Tourism Windsor Essex Pelee Island. This project connects farmers with consumers. It promotes trust between the two groups and in the end, increases the local economy.

The ECFA has always worked towards a respectful relationship with municipal government. These relationships are vital for our industry to survive and succeed. Decisions made at local council meetings impact local farmers directly. We believe that our experience with agricultural/rural issues would be an important addition to any discussions regarding issues. We can provide you with information and resources to help make decisions that will be beneficial to all parties.

We thank you for the instances that you have included agricultural voices in developing existing programs, planning and consultation. We are interested in ensuring that agriculture is incorporated in other aspects of the municipality's important work, and to that end would appreciate the opportunity to introduce some key Federation contacts to you and your team.



*Essex County Federation of Agriculture*

P.O. Box 36 • Essex, Ontario N8M 2Y1

**Essex County Federation of Agriculture Board of Directors**

Leo Guilbeault, President  
Scott Douglas, Vice-President  
Josh Mailloux, Vice-President  
Lyle Hall, Past President  
Brad Anger, Director  
Maurice Chauvin, Director  
Jason Fuerth, Director  
Joe Grondin, Director  
Gerald Herdman, Director  
Brian Hyland, Director  
Jim McLachlan, Director  
Scott McLean, Director  
Walter McLean, Director  
Julien Papineau, Director  
Chad Quinlan, Director  
Kevin Ross, Director  
Rob Zack, Director

Anne Anger, ECFA Administrator

Louis Roesch, OFA Essex Zone Director  
Carol Verstraete, OFA Essex Member Service Representative

We look forward to further discussion which can be arranged via email, phone or virtual meetings at this time.

Sincerely,  
Leo Guilbeault, President  
Essex County Federation of Agriculture



**Solicitor General**

Office of the Solicitor General

25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416 325-0408  
MCSCS.Feedback@Ontario.ca

**Solliciteur général**

Bureau du solliciteur général

25, rue Grosvenor, 18<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416 325-0408  
MCSCS.Feedback@Ontario.ca



132-2021-404  
**By email**

March 17, 2021

Dear Heads of Council and First Nations Chiefs:

I am writing to provide you with an update on the new Ontario Provincial Police (OPP) detachment boards under the *Community Safety and Policing Act, 2019* (CSPA).

As you may remember, in February 2020, the Ministry of the Solicitor General conducted seven regional roundtable sessions across the province. Discussions at these sessions focused on new OPP-related regulatory requirements under the CSPA. Municipalities and First Nation communities receiving policing services from the OPP were invited to learn more about new OPP-related legislative and regulatory requirements and provide the ministry with feedback to inform the development of related regulatory proposals. In addition, we heard from many of you through various letters and engagement opportunities, including meetings with the Association of Municipalities of Ontario MOU Table and Rural Ontario Municipal Association about what you would like your new OPP detachment board to look like.

In response to your feedback, an OPP detachment board framework has been developed that we hope will provide municipalities and First Nation communities receiving direct and/or supplemental services from the OPP the flexibility to create a board that reflects your community and local needs.

Under this framework, municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment are being asked to submit one proposal (per detachment) indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board.

Municipalities and First Nations within a detachment are asked to work together to determine the composition of their board(s) as well as the manner in which they will submit their proposal to the ministry. For example, after determining the composition of the detachment board(s), municipalities and First Nations within a detachment area may select one municipality or First Nation to complete and submit the proposal.

../2

Dear Heads of Council and First Nations Chiefs  
Page 2

Proposals must meet base requirements set by the ministry, which include a minimum number of five members per board and a requirement that each board should be composed of 20% community representatives and 20% provincial appointees. To that end, municipalities and First Nations are not required at this time to identify the names of the individuals that will be participating on the detachment board. Rather, you are only asked to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.

To streamline and support the proposal process, the ministry has developed a digital form that can be accessed using the link included [here](#).

The ministry will work with municipalities and First Nations to obtain outstanding information/proposals and support you in submitting a completed proposal. If, however, a proposal still does not meet the minimum requirements, or a proposal is not submitted and/or if no consensus is reached on the composition of the board then the ministry will determine the composition of the detachment board.

Completed proposals are to be submitted to the ministry by **Monday, June 7, 2021**.

We recognize the significant implications that the current COVID-19 emergency has had on municipalities and First Nations across the province. To this end, in addition to the written supporting material attached here, we are also pleased to work with you directly through virtual information sessions.

If you have questions related to OPP detachment boards under the CSPA, please contact Sarah Caldwell, Director of Community Safety and Intergovernmental Policy, at [sarah.caldwell@ontario.ca](mailto:sarah.caldwell@ontario.ca). If you have questions about the proposal process or would be interested in a virtual information session, please contact Joanna Reading, Senior Policy Advisor, at [joanna.reading@ontario.ca](mailto:joanna.reading@ontario.ca)

Sincerely,



Sylvia Jones  
Solicitor General

Enclosures

c: Chief Administrative Officers  
  
Municipal Clerks

**Q1: What are the key differences between the section 10 board framework under the *Police Services Act* (1990) (PSA) and OPP detachment board framework under the *Community Safety Policing Act, 2019* (CSPA)?**

**A1:**

- The OPP currently polices 326 municipalities. Of these, only those under a section 10 agreement have access to civilian governance. This means there are 178 municipalities that do not participate on a board and as a result do not have access to civilian governance.
- Under the CSPA, all municipalities receiving OPP policing services will have the opportunity to participate on an OPP detachment board.
- In terms of the roles and responsibilities of board members, the role of OPP detachment boards will include additional responsibilities not required for section 10 boards under the PSA (1990) such as:
  - considering any community safety and well-being plan adopted by a municipality that receives policing from the detachment;
  - establishing local policies, in consultation with the detachment commander, with respect to policing in the area receiving policing from the detachment; and
  - ensuring local action plans prepared by the detachment commander address the objectives and priorities determined by the board.
- Under the CSPA, OPP detachment board members will be required to:
  - consult with the OPP Commissioner on the selection of a detachment commander;
  - monitor the performance of the detachment commander; and
  - provide an annual report to the municipalities and band councils served by the OPP.
- OPP detachment boards will also provide a venue for the municipalities and First Nations within a detachment area to coordinate and collaborate on strategies to address common issues that is not present under the PSA.

**Q2: What does the transition to the new OPP detachment board framework mean for municipalities and First Nations currently receiving policing services by the OPP?**

**A2:**

- Until the Act comes into force, the ministry will continue to renew section 10 agreements that are set to expire in 2021.
- However once the CSPA comes into force all existing section 10 agreements will be terminated, and Section 10 boards will be dissolved.
- To do this, the ministry is committed to providing sufficient time and adequate supports to municipalities currently participating on a Section 10 board or, in the case of municipalities that receive OPP policing without a formal agreement/contract (i.e. Section 5.1 municipality), a Community Policing Advisory Committees (CPAC) as they dissolve their current board structures and transition to the new OPP detachment board model.

**Q3: When will the CSPA come into force?**

**A3:**

- The ministry is working towards the act being proclaimed in early 2022.

**Q4: Which municipalities and First Nations are included in the OPP detachment board framework?**

**A4:**

- The OPP detachment board framework provides civilian governance to the municipalities and First Nations receiving policing from OPP detachments.
- More specifically, the framework includes 326 municipalities currently policed by the OPP.
- The First Nations included in this framework include the 43 First Nations that:
  - are directly policed by the OPP (i.e., zone policing without a funding agreement);
  - employ their own First Nations Constables but receive administrative support from the OPP (i.e., “OPP-Administered” policing under the Federal First Nations Policing Program (FNPP)); and
  - receive “OPP-Dedicated” policing (i.e. Stream Two agreements under the FNPP).

**Q5: What role will municipalities and First Nations have with respect to the OPP Detachment Board proposal process?**

**A5:**

- Municipalities and First Nations in each OPP detachment area will be required to submit one proposal indicating the composition of their board and the rationale for multiple boards and the composition of each additional board, if multiple boards are being recommended..
- The ministry will only accept one proposal per detachment.
- Municipalities and First Nations within a detachment will be required to work together and determine the approach for developing and submitting their proposal to the ministry.
  - For example, after determining the composition of the detachment board(s), the municipalities and First Nations within a detachment may select one municipality or First Nation to complete and submit the proposal.

**Q6: What information is the ministry requesting in the proposal form?****A6:**

- Municipalities and First Nations within a detachment area will be required to submit a proposal indicating the composition of their board(s).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board. Rather, they will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- If a municipality and/or First Nation chooses not to participate on a detachment board and forfeits their seat, they will be required to indicate this in the proposal.

**Q7: Factors to consider when requesting more than one detachment board.****A7:**

- The CSPA allows an OPP detachment to establish one, or more than one, OPP detachment board.
- Detachments that are considering requesting more than one detachment board should consider factors such as:
  - Geography (e.g. distance between municipalities and First Nations);
  - Variations in population size and;
  - The number of municipalities and First Nations within an OPP detachment; and
  - Service demands (e.g. calls for service).
- However, if proposing more than one OPP detachment board, municipalities and First Nations should also consider challenges associated with recruiting board members (e.g. inability to fill vacancies) and the costs associated with operating additional boards.

**Q8: Will municipalities/First Nations that are receiving policing and/or supports and services by two OPP detachments be allowed to participate on both OPP detachment boards?****A8:**

- Yes. Municipalities and First Nations that are receiving policing and/or supports and services by two OPP detachments can participate on both OPP detachment boards, or can choose to participate on only one OPP detachment board.
- Representation must be determined in collaboration with the other municipalities and First Nations within the OPP detachment, as a consensus on the composition of the OPP detachment board is required.
- Municipalities that wish to be represented on both OPP detachment boards will be required to cover the costs associated with participating on two boards (i.e. operational costs).

**Q9: What is considered a “completed” proposal?****A9:**

- Each detachment will be required to complete one proposal using the digital form provided by the ministry. The link to the digital form can be found here: [Ontario Provincial Police Board \(OPP\) Proposal Form](#).
- A completed proposal must be submitted using the digital form provided by the ministry and meet the minimum composition requirements provided by the ministry.
- The ministry will work with each detachment to obtain outstanding information/proposals and support them in submitting a completed proposal.
- If however in the end if a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board.

**Q10: What support will the ministry provide municipalities and First Nations throughout the OPP detachment board proposal process?****A10:**

- Virtual information sessions, led by the ministry, will be made available upon request for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process.
- If your detachment is interested in a virtual information session, or have other inquiries related to the OPP detachment board proposal process, please forward your request to the ministry to Joanna Reading via email at [Joanna.Reading@ontario.ca](mailto:Joanna.Reading@ontario.ca).

**Q11: What is the purpose of provincial appointments on OPP Detachment Boards?****A11:**

- Provincial appointees will provide advice to the board as public representatives whose appointments are independent of municipal/band councils.
- However, to ensure members of the detachment board are reflective of the communities they serve, the municipalities/First Nation Chief and Councils will have the ability to nominate individuals for consideration as provincial appointees.

**Q12: Will the government address the current backlog in provincial appointments?****A12:**

- We know there are concerns related to the number of vacant provincial appointments and the length of time these appointments remain unfilled.
- We have made significant progress in reducing the backlog of provincial appointments. Since our government took office in 2018, we have filled approximately 124 provincial appointment vacancies on section 10 boards.
- We will continue to work with municipalities and First Nations to ensure provincial appointees are recruited and appointed in a timely manner.

**Q13: Why are First Nations with Self-Administered Police Services not included in the OPP detachment board framework?****A13:**

- First Nations that receive policing from a Self-Administered First Nation Police Service (SA FNPS) are not included in the OPP detachment board framework as they are already represented on boards and/or have their own police governing authorities.  
In addition, SA FNPS boards have existing relationships and alternate methods to communicate their input to the OPP with respect to supports and services the OPP provides to their communities.

**Q14: Are there other civilian governance options for First Nation communities that are captured within the OPP detachment board framework?****A14:**

- As an alternative to participating on an OPP Detachment board, under the CSPA First Nations have the option to request to form a First Nation OPP Board.
- Where a First Nation or multiple First Nations has entered into an agreement with the Minister for the provision of policing and other specified services by the Commissioner, the First Nation(s) may request that the Minister constitute a First Nation OPP board.
- A First Nation OPP board would perform similar functions and responsibilities as an OPP Detachment board by providing advice and oversight over the policing services provided by the OPP to a First Nation community or communities.
  - This includes determining objectives and priorities, supporting development of the strategic plan, and advising the Detachment Commander with respect to policing provided to a First Nation community or communities.
  - A First Nation OPP board could also establish local policies, in consultation with the OPP, with respect to the detachment's provision of policing.
- Please contact Ashley O'Connell, Indigenous Engagement Unit, Ministry of the Solicitor General at [Ashley.OConnell@ontario.ca](mailto:Ashley.OConnell@ontario.ca) for more information on requesting a First Nation OPP Board.

**ADDITIONAL INFORMATION****Q15: What training will OPP detachment board members be required to complete?****A15:**

- Members cannot perform their duties or exercise any of their powers until they have successfully completed the training identified in the CSPA.
- More specifically, like all other boards and councils governed under the CSPA, OPP detachment board members will be required to successfully complete training with respect to:
  - human rights and systemic racism;
  - the diverse, multiracial and multicultural character of Ontario society;
  - the rights and cultures of Indigenous peoples; and
  - any other training prescribed by the Solicitor General.

**Q16: Will municipalities be able to request enhanced OPP policing services (e.g., beyond basic “adequate and effective” policing) under the CSPA?****A16:**

- Under the CSPA, municipalities that receive policing from the OPP may enter into agreements for enhanced policing services.
- Municipalities will continue to be responsible for funding and implementing enhancements.

**Q17: Once the CSPA is in force, will municipalities within a detachment receive one billing statement (i.e., a single invoice for the entire detachment)?****A17:**

- There will be no substantive changes to the billing process.
- Municipalities will continue to be billed individually.

**Q18: Will there be an opportunity to provide additional feedback on other OPP-related matters for regulation?**

**A18:**

- All OPP-related matters for regulation will be posted on the Ontario Regulatory Registry for public comment.



CONTEXT

- Ontario passed the *Comprehensive Ontario Police Services Act, 2019* (Bill 68) and established the *Community Safety and Policing Act, 2019* (CSPA) which, once in force, will repeal the *Police Services Act, 1990* (PSA).
- Section 67 of the CSPA requires there be **an Ontario Provincial Police (OPP) detachment board, or more than one OPP detachment board**, for each detachment of the OPP that provides policing in a municipality or in a First Nation community.
- The Ministry is required to develop a regulation related to the composition of each OPP detachment board. To achieve this, the ministry has developed an “OPP Detachment Board Framework”.



FRAMEWORK

- The new **OPP Detachment Board Framework** will provide civilian governance to 326 municipalities and 43 First Nations including those that:
  - Are directly policed by the OPP;
  - Employ their own First Nations Constables but receive administrative support from the OPP; and
  - Receive “OPP Dedicated” policing (i.e. North Caribou Lake and Wapekeka First Nation).
- By enhancing civilian governance, the **OPP Detachment Board Framework** under the CSPA will:
  - Ensure each municipality and First Nation receiving OPP services and supports has an opportunity to represent their local perspectives, needs, and priorities; and
  - Provide opportunities for municipalities and First Nations to collaborate on efforts to improve community safety.

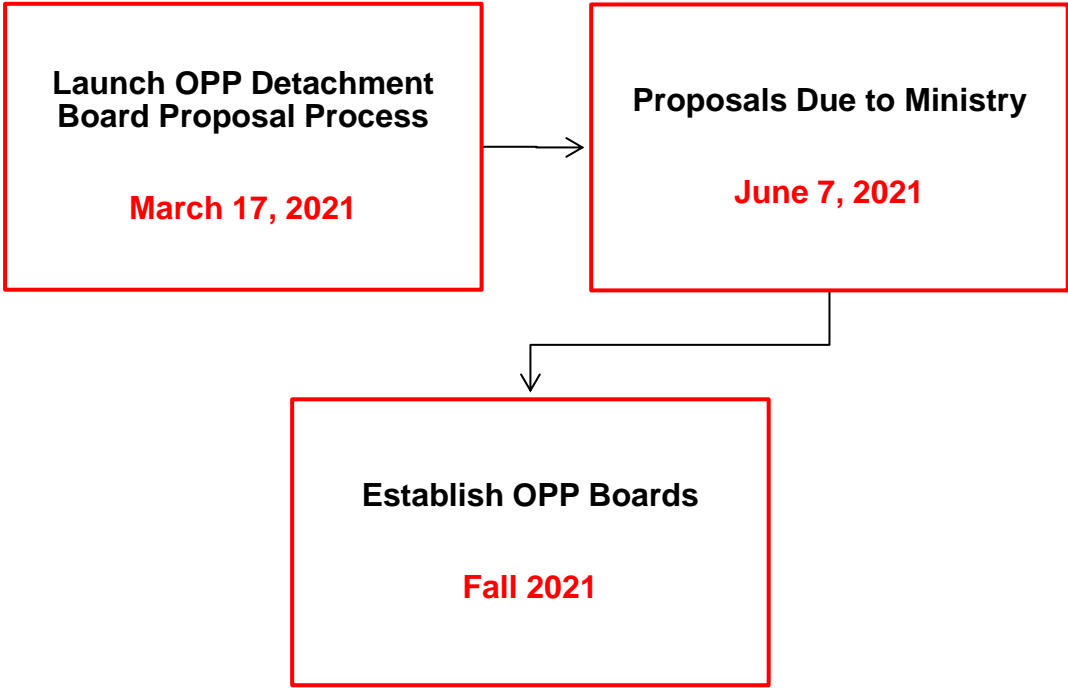


PROCESS

- To ensure the objectives of the **OPP Detachment Board Framework** are met, the ministry has developed a flexible approach that allows municipalities and First Nations to determine the preferred composition of their detachment board(s) by submitting a proposal using a digital form provided by the ministry.
  - Link to Digital Form: [OPP Board Proposal Form](#)
- Municipalities and First Nations within a detachment will be required to work together to develop and submit **one proposal** indicating the composition of their board(s). The proposal must meet the minimum composition requirements established by the ministry (**See Page 2 & Qs and As**).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board but will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- The ministry will work with each municipality and First Nation to obtain outstanding information and provide support to ensure each detachment submits a completed proposal. However, a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board(s).
- The ministry is offering virtual information sessions for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process, upon request.



TIMELINES



✓

# OPP DETACHMENT BOARD COMPOSITION REQUIREMENTS

## MINIMUM REQUIREMENTS

Minimum Size	5 members
Maximum Size	None
Community Representatives	20% Community Representation <ul style="list-style-type: none"><li>Province to appoint community representative(s) if municipal council/band council fail to appoint representatives by joint resolution.</li></ul>
Provincial Appointments	20% Provincial Appointees



## CONTACT INFORMATION

General Information/OPP Detachment Board Proposal Process	Community Safety and Intergovernmental Policy Branch Joanna Reading ( <a href="mailto:Joanna.Reading@ontario.ca">Joanna.Reading@ontario.ca</a> )
Civilian Governance Options for First Nations	Indigenous Engagement Unit Ashley O'Connell ( <a href="mailto:Ashley.OConnell@ontario.ca">Ashley.OConnell@ontario.ca</a> )



**Ministry of Finance**

Office of the  
Deputy Minister

Frost Building South  
7 Queen's Park Cr  
Toronto ON M7A 1Y7  
Tel.: 416 325-1590  
Fax: 416 325-1595

**Ministère des Finances**

Bureau du  
sous-ministre

Édifice Frost sud  
7 Queen's Park Cr  
Toronto ON M7A 1Y7  
Tél. : 416 325-1590  
Téléc. : 416 325-1595



March 29, 2021

Dear Treasurer:

**Re: Ontario Cannabis Legalization Implementation Fund**

In his March 2021, letter to Heads of Council, the Minister of Finance provided a final update on the Ontario Cannabis Legalization Implementation Fund ("Fund").

As you know, OCLIF was announced in 2018 as an initiative over two years to help municipalities with the implementation costs of recreational cannabis legalization. The province also committed that, if Ontario's portion of the federal excise duty on recreational cannabis over the first two years of legalization exceeds \$100 million, the province will provide 50 per cent of the surplus to those municipalities that did not opt out as of January 22, 2019. The Ontario portion of the federal excise duty exceeding \$100 million was approximately \$7.99 million.

Consistent with the previous distribution of OCLIF funding, the government will distribute this final payment of OCLIF funding for surplus excise duties of \$3.99 million as follows:

- Funding will be provided on a per household basis to municipalities that did not opt-out of hosting retail stores as of January 22, 2019, adjusted so that each recipient municipality will receive at least \$5,000.
- Lower-tier and upper-tier municipalities will receive funding based on 50% of their households. Upper-tier municipalities will receive funding in relation to opt-out decisions made by the lower-tier municipality. If a lower tier municipality opted-out, the upper tier municipality will not receive funding on a per household basis in relation to that municipality.

The attached allocation notice sets out the amount your municipality will receive as the third payment from this Fund. These funding amounts will also be posted on the Ministry of Finance's website at [www.fin.gov.on.ca/en/budget/oclif/](http://www.fin.gov.on.ca/en/budget/oclif/) this month.

.../cont'd

As a reminder, municipalities must use the money they receive from the Fund for the purpose of paying for implementation costs directly related to the legalization of cannabis.

Municipalities have discretion to determine how funding should be allocated within these parameters and to consider which local priorities may benefit most from the funding.

Examples of permitted costs include:

- Increased enforcement (e.g., police, public health and by-law enforcement, court administration, litigation)
- Increased response to public inquiries (e.g., 311 calls, correspondence)
- Increased paramedic services
- Increased fire services
- By-law / policy development (e.g., police, public health, workplace safety policy)

Municipalities must also adhere to the terms and conditions set out in the November 26, 2018 letter regarding ineligible use of funds, transfer of funds between upper-tier and lower-tier municipalities, and record keeping.

Questions regarding the Fund can be directed to the Ministry of Finance at:

[OCLIF@ontario.ca](mailto:OCLIF@ontario.ca)

Sincerely,

*Original signed by*

Greg Orencsak  
Deputy Minister

c: The Honourable Doug Downey, Attorney General  
The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
Mark Lawson, Chief of Staff, Ministry of Finance  
David Corbett, Deputy Attorney General  
Greg Orencsak, Deputy Minister of Finance  
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing  
Jane N Mallen, Assistant Deputy Minister, Policy Division, Ministry of Attorney General  
Erin McGinn, Assistant Deputy Minister, Government Business Enterprise Division, Ministry of Finance  
Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing

**Ontario Cannabis Legalization Implementation Fund  
Final Payment - Allocation Notice (March 2021)**



**Town of Essex  
County of Essex**

3754

The Ontario Cannabis Legalization Implementation Fund (OCLIF) is provided to municipalities to help with the implementation costs of recreational cannabis legalization.

<b>Funding Allocation</b>	<b>\$5,000</b>
<b>A Funding Amount based on Number of Households (<math>A1 \times A2 \div 100</math>)</b>	<b>\$2,792</b>
1. Number of Households	9,006
2. Funding Amount per 100 Households	\$31
<b>B Minimum Municipal Funding Allocation</b>	<b>\$5,000</b>
<b>C Funding Allocation (maximum of A and B)</b>	<b>\$5,000</b>

**Notes and Data Sources**

A - funding amount is rounded up to the nearest dollar.

A1 - household figures are based on the 2020 returned roll provided by the Municipal Property Assessment Corporation (MPAC).

A2 - represents the funding amount per 100 households for lower-tier municipalities.

B - represents the minimum funding allocation to municipalities.



## Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario N9H 1S4  
Phone: 519-969-7770 Fax: 519-969-4029 [www.lasalle.ca](http://www.lasalle.ca)

---

March 30, 2021

The Honourable Chris Lewis  
Member of Parliament  
[Chris.Lewis@parl.gc.ca](mailto:Chris.Lewis@parl.gc.ca)

VIA EMAIL

### **Re: Three-Digit Suicide Prevention Hotline**

At the March 23, 2021 Regular Meeting of Council, the Town of LaSalle Council passed the following resolution:

#### **Resolution No. 465/21**

"That the letter received by the House of Commons to bring a National Three-digit Suicide Prevention Hotline line to Canada be endorsed."

**Carried.**

The correspondence received by the House of Commons has been attached for your convenience.

Thank you,

Agatha Robertson  
Director of Council Services/Clerk



Cc:

Taras Natyshak, MPP  
[tnatyshak-qp@ndp.on.ca](mailto:tnatyshak-qp@ndp.on.ca)

Patty Haju, Federal Minister of Health  
[Patty.Haju@parl.gc.ca](mailto:Patty.Haju@parl.gc.ca)

Canadian Radio-television and Telecommunications  
[response@ccts-cprst.ca](mailto:response@ccts-cprst.ca)

County of Essex – Mary Birch  
City of Windsor – Valerie Critchley  
Municipality of Leamington - Brenda Percy  
Municipality of Lakeshore - Kristen Newman  
Town of Kingsville – Jennifer Astrologo  
Town of Amherstburg - Paula Parker  
Town of Essex - Robert Auger  
Town of Tecumseh - Laura Moy





February 12, 2021

LASALLE TOWN COUNCIL  
5950 Malden Road  
LaSalle, Ontario  
N9H 1S4

RECEIVED

MAR 08 2021

M. BONDY  
TOWN OF LASALLE

Dear Members of LaSalle Town Council,

On December 11<sup>th</sup>, 2020, the House of Commons passed a motion introduced by Conservative MP Todd Doherty, through unanimous consent, to bring a national 3-digit suicide prevention hotline line to Canada.

**That, given that the alarming rate of suicide in Canada constitutes a national health crisis, the House call on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (988) hot- line that is accessible to all Canadians.**

We're asking all municipalities across Canada to consider passing a motion similar, to the one below. In order to make 988 a reality, we must continue to put pressure on the government and the Canadian Radio-television and Telecommunications Commission (CRTC).

Personally, you can support the cause by signing our electronic petition at:  
<https://petitions.ourcommons.ca/en/Petition/Details?Petition=e-2772>

The past year has been a challenging year. Lives and livelihoods have been lost. We have begun to see the devastating impacts that COVID has had, through isolation, on the mental health of Canadians. The rates of suicide continue to rise. As elected officials and as leaders, and especially during this period of difficulty as a nation, Canadians are counting on all of us to make a difference.

Please consider passing this motion as soon as possible.

Sincerely,

Chris Lewis, MP  
Essex



March 23, 2021

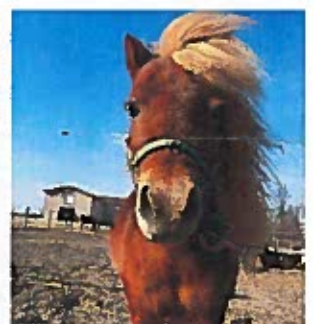
33 Talbot Street South  
Essex, Ontario N8M 1A8

Attention : Jeffrey R. Morrison,

In recognition of your contribution to our charity through the Essex Community Partnership Fund, the Windsor-Essex Therapeutic Riding Association is honoured to receive these funds from the town of Essex.

Your donation helps WETRA continue to deliver equine related therapies to the Windsor-Essex community. Therapeutic riding, as well as other activities involving horses are used to assist individuals with disabilities to improve their physical, mental, behavioral, social and verbal abilities.

Thank-you so very much from everyone at WETRA



Rebecca Mills

Executive Director



Windsor-Essex Therapeutic  
Riding Association

3323 North Malden Road  
Essex, ON, N8M 2X6

PHONE: 1 (519) 726-7682  
FAX: 1 (519) 726-4403

EMAIL: [info@wetra.ca](mailto:info@wetra.ca)  
WEB: [www.wetra.ca](http://www.wetra.ca)



**From:** [Dan Boudreau](#)  
**To:** [Brown, Shelley](#)  
**Subject:** Re: Request for leave of absence  
**Date:** Tuesday, March 16, 2021 8:05:28 PM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes, I will.

Tanya only puts 3 members on for a Court of Revision, with the short notice will she be able to find another member for tomorrow's meeting, or do you want me to chair the meeting before I step down.

Dan

On Tue, Mar 16, 2021 at 4:25 PM Brown, Shelley <[sbrown@essex.ca](mailto:sbrown@essex.ca)> wrote:

Hi Dan

Will you be forwarding similar emails for the drainage and property stds committees

Sent from my iPhone

On Mar 16, 2021, at 3:58 PM, Dan Boudreau <[REDACTED]> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Corrine,

Please accept my request for a leave of absence from the Committee of Adjustment.

Due to recent developments in my career, and in fairness to my college's on the committee a leave of absence would be appropriate.

Since the estimated duration of this endeavor maybe for a year. the committee's decision for a leave of absence or to step down at this time will be understandable.

Regards, Dan

**NOTICE OF CONFIDENTIALITY** This communication, including any attachments, is intended only for the use of the addressee(s) to this email and is confidential. If you are not an intended recipient or acting on behalf of an intended recipient, any review, disclosure, conversion to hard copy, dissemination, reproduction or other use of any part of this communication is strictly prohibited. If you receive this communication in error or without authorization, please notify the originator immediately and remove it from your system.



**From:** [Dan Boudreau](#)  
**To:** [Brown, Shelley](#)  
**Subject:** Leave of Absence  
**Date:** Friday, March 19, 2021 8:05:32 AM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Shelley,

Please accept my request for a leave of absence from the Drainage Board Committee and the Property Standards Committee.

Due to recent developments in my career, and in fairness to my colleges on these committees a leave of absence would be appropriate.

Since the estimated duration of this endeavor maybe for a year. the committee's decision for a leave of absence or to step down at this time will be understandable.

I have greatly appreciated the opportunity afforded to me to serve the community as a member of these committees.

Regards Dan



## Committee of Adjustment Meeting Minutes

Tuesday, January 19<sup>th</sup> 2021, 4:00 PM

Location: Electronic Meeting

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

Present: Percy Dufour, Chair  
Brain Gray, Co-Chair  
Phil Pocock, Committee Member  
Ray Beneteau, Committee Member  
Dan Boudreau, Committee Member

Also Present: Corinne Chiasson, Secretary Treasurer / Assistant Planner  
Sarah Aubin, Recording Secretary / Planning Assistant  
Rita Jabbour, Manager Planning Services  
Lori Chadwick, Director Development Services

Regrets: None

Absent: None

### 1. Call to Order

The Chair called the meeting to order at 4:00 PM

### 2. Declarations of Conflict of Interest

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

### 3. Adoption of Published Agenda

#### 3.1 Committee of Adjustment Meeting Agenda for January 19<sup>th</sup> 2021

##### COA21-01-01

Moved by Ray Beneteau

Seconded by Brian Gray

**That** the published agenda for the January 19<sup>th</sup> 2021 Committee of Adjustment Meeting be adopted as presented

**Carried**

### 4. Adoption of Minutes

#### 4.1 Committee of Adjustment Meeting Minutes for December 15, 2020

##### COA21-01-02

Moved by Dan Boudreau

Seconded by Phil Pocock

**That** the minutes of the Committee of Adjustment Meeting held December 15<sup>th</sup> 2020 be adopted as circulated.

**Carried**

## **5. Public Presentations**

None

## **6. Unfinished Business**

### **6.1 Election of the Chair for the Committee Season 2021**

Dan Boudreau nominated Percy Dufour for the position of Chair

Percy Dufour accepted the nomination

#### **COA21-01-03**

Moved by Dan Boudreau

Seconded by Ray Beneteau

**That** Percy Dufour be nominated for the position of Chair of the Committee of Adjustment effective January 2021.

**Carried**

It is noted that there are no other nominations for the position of Chair of the Committee, and that Percy Dufour is there for acclaimed as Chair of the Town of Essex Committee of Adjustment.

### **6.2 Election of the Vice Chair for the Committee Season 2021**

Percy Dufour nominated Ray Beneteau for the position of Vice Chair

Ray Beneteau denied the nomination

Dan Boudreau nominated Brian Gray for the position of Vice Chair

Brian Gray accepted the nomination

#### **COA21-01-04**

Moved by Dan Boudreau

Seconded by Phil Pocock

**That** Brain Gray be nominated for the position of Vice Chair of the Committee of Adjustment effective January 2021.

**Carried**

## **7. Reports from Administration**

### **7.1 Corinne Chiasson, Assistant Planner RE:**

**Application B-01-21 Bill & Yvette Woodiwiss 4936 4<sup>th</sup> Concession  
(Colchester South, Ward 3)**

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 4936 4<sup>th</sup> Concession in the former township of Colchester South. The applicants are proposing to sever a ± 10 acre parcel from the existing ± 26.66 acre lot which is zoned Estate Residential District 1.2 (R1.2). The applicant is proposing this consent for the purpose of lot creation

**7.1.1 Public Presentations (if any)**

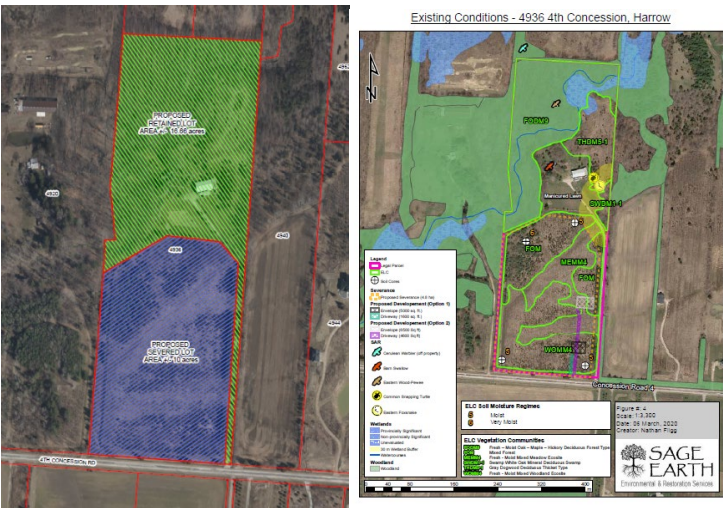
Official Plan Designation: Estate Residential

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

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 4936 4<sup>th</sup> Concession in the former township of Colchester South. The applicants are proposing to sever a ± 10 acre parcel from the existing ± 26.66 acre lot which is zoned Estate Residential District 1.2 (R1.2). The applicant is proposing this consent for the purpose of lot creation.

The subject lands contain the following natural heritage features: significant woodland, provincially significant wetlands, significant valleylands) as well as a plantation area, and a floodplain hazard area. The proposed northern property line of the severed lot will run adjacent to the top of the high bank, keeping the new lot extents outside of the hazard land feature (Cedar Creek Floodway). These items are shown on the map below.

Creation of a new lot is defined as “development” under the 2020 Provincial Policy Statement (PPS). Therefore the owners were required under the policies of the Provincial Policy Statement (PPS), and the Town of Essex Official Plan (OP), to submit an Environmental Impact Assessment (EIA) for review prior to submission of this Planning Act application (Consent). The Environmental Impact Assessment was completed by Sage Earth Environmental & Restoration Services on behalf of the applicant.



Assessment of Conformity with the Provincial Policy Statement and the Town of Essex  
Official Plan Policies:

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should have regard to:

- a) *the proposal's consistency with Provincial legislation, policies and guidelines (Provincial Policy Statement):*

The subject site contains one existing single family dwelling, accessory structures, and the remaining balance of the property contains provincially significant wetland/valley land, floodplain hazard, and an upland significant woodland. In accordance with the Provincial Policy Statement (PPS) Section 2.1 states: "natural features shall be protected for the long term. Section 2.1.4 states: "development and site alteration shall not be permitted in: a) significant wetlands". Section 2.1.5 further states development shall not be permitted within b) significant woodlands, and c) significant valleylands unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions. **In order to satisfy the policies of the PPS noted above, the applicant is required to demonstrate that no negative impacts will result from this severance.** As prescribed through the Town of Essex Official Plan, and through consultation with the Essex Region Conservation Authority (ERCA), the applicant's consultant conducted an Environmental Impact Assessment (EIA) on the subject property to determine the feasibility of the proposed lot creation, and provide evidence of a demonstration of no negative impact that would satisfy the requirements of the PPS. Upon review by ERCA and Town staff we can conclude that the EIA was completed by a qualified consultant, and the recommendations of the study are an acceptable demonstration of no negative impact which are as follows: 1) the EIA identified the location of two suitable building envelopes where construction and placement of fill could take place without destroying protected habitat of species at risk/endangered species and 2) the study recommends that a conservation easement be placed over the balance of the severed lands to protect the significant natural heritage features and protected habitat identified, in perpetuity. This application for consent, as a result of the EIA review process, and the proposed conditions of approval, therefore is consistent with the natural heritage policies of the PPS. The applicant is in full agreement with applying the Conservation Easement as a condition of this severance. It is their full intension to protect the portion of the lands outside of the building envelopes, in perpetuity.

- b) *The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:*

Severances are permitted in the Estate Residential designation provided they meet the provisions in the Zoning By-law. The minimum lot size provision in Estate Residential is 4 hectares (10 acres), this proposal satisfies this provision. Further, Section 5.3 of the Town of Essex Official Plan states that: **development and site alteration may only occur**

**within the “Natural Heritage Overlay” if it has been demonstrated to the satisfaction of the municipality that there will be no negative impacts on the natural heritage features or their ecological functions”.** As noted above, the applicants wish to protect the natural heritage feature in perpetuity. ERCA and Town staff are in agreement that the placement of a Conservation Easement is an acceptable demonstration that no negative impacts or future development will occur on the severed lands outside of the two identified building envelopes. Section 6.1 of the Town of Essex Official Plan states the “division of land will not be allowed where development could occur on lands subject to flooding and erosion or other unstable conditions”. The minor irregular configuration of the proposed north property line (severed) ensures that the new lot will be located completely outside of the floodplain hazard.

Comments were received from the Essex Region Conservation Authority (ERCA). ERCA’s full comments are attached to this planning report. A summary of these comments are included below for convenience.

“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 West Branch Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the *Conservation Authorities Act*.

We note that our office has reviewed the EIA for the proposed development, and our review is attached for your information and consideration. Based upon our review of the EIA, it is our recommendation to the Planning Authority that the proposed development may be approved subject to full implementation of all recommendations contained within the EIA.”

- c) *The continuation of an orderly development pattern:* The proposed building envelopes identified in the EIA will satisfy proper setbacks for a residential home and potential outbuildings as well as a required private septic system. This proposal will create an infill lot that meets the minimum lot size requirements for the Estate Residential Zoning category. The proposed lot will also have access to a municipal road, Concession Road 4. This access will not create traffic or access conflicts.
- d) *Adequate provision of potable water supply, sanitary sewage treatment and disposal, and stormwater management in accordance with the provisions of the OP.* This proposal has demonstrated that the identified building envelopes are adequate in size to support the area required for a private septic system, as well as confirmation that the site will have access to municipal water services.

**Actions:**

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 Owner registers a Conservation Easement over the severed parcel with the omission of the 2 building envelopes identified in the Environmental Impact Assessment completed by Sage Earth in favour of the Town of Essex, to protect the natural heritage feature in perpetuity, to the satisfaction of the Town of Essex, in consultation with the ERCA.
- f) That all of the above conditions be fulfilled on or before January 19, 2022

**Essex Region Conservation Authority Comments from Vitra Vimalananthan,  
Resource Manager**

The following is provided as a result of our review of Application for Consent B-01-21 the applicant is proposing to sever a 10 acre parcel from the existing 26.66 acre lot which is zoned Estate Residential District 1.2.

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

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

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

**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 Stormwater Management (PPS, 2020)**

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

#### **PLANNING ADVISORY SERVICE TO PLANNING AUTHORITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2020**

The following comments are provided from our perspective as an advisory service provider to the Planning Authority on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Planning Authority.

The subject property is within, and/or is adjacent to (within 120 metres of), a natural heritage feature that is identified as a significant wetland (Cedar Creek Wetland Complex (ER 15)) , significant woodland, significant valleyland, significant wildlife habitat under the Provincial Policy Statement (PPS).

Section 2.1.4 of the PPS, 2020 states - "Development and site alteration shall not be permitted in

"significant wetland " and "significant coastal wetlands."

Section 2.15 of the PPS states - Development and site alterations shall not be permitted in significant woodland... and significant valleyland... and significant wildlife habitat...unless it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

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, 2020 – "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 Ontario Endangered Species Act. Prior to initiating any proposed works on this property, it is the proponent's responsibility to contact the Species at Risk Branch of the Ontario Ministry of Environment, Conservation & Parks (MECP) 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 (e-mail address: SAROntario@ontario.ca).

Our information indicates that the subject parcel is likely to support fish habitat. As per Section 2.1.6 of the PPS, 2020 – "Development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements." Inquiries regarding the applicability of fish habitat to the property should be made to the federal Fisheries and Oceans Canada website: [www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html](http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html).

The demonstration of no negative impact, as required by the relevant PPS policies outlined above, is most effectively accomplished through the completion of an Environmental Impact Assessment (EIA), in accordance with the EIA Guidelines published by ERCA.

We note that our office has reviewed the EIA for the proposed development, and our review is attached for your information and consideration. Based upon our review of the EIA, it is our recommendation to the Planning Authority that the proposed development may be approved subject to full implementation of all recommendations contained within the EIA.



## **FINAL RECOMMENDATION**

ERCA has no objection to this application for consent.

### **Discussion**

Corinne Chiasson, Assistant Planner, explains the application

### **COA21-01-04**

Moved by Brian Gray

Seconded by Ray Beneteau

**That** application B-01-21 be **granted** to sever a  $\pm$  10 acre parcel from the existing  $\pm$  26.66 acre lot.

**Carried**

**Reason for Decision:** The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

### **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 Owner registers a Conservation Easement over the severed parcel with the omission of the 2 building envelopes identified in the Environmental Impact Assessment completed by Sage Earth in favour of the Town of Essex, to protect the natural heritage feature in perpetuity, to the satisfaction of the Town of Essex, in consultation with the ERCA.
- f) That all of the above conditions be fulfilled on or before January 19, 2022

### **7.2 Corinne Chiasson, Assistant Planner RE:**

#### **Application B-02-21 1352198 Ontario Inc. (Agent: Wayne Mills) 347 Maidstone Ave (Essex Centre, Ward 1)**

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 347 Maidstone Ave in Essex Centre. The applicants are proposing to sever a  $\pm$  0.43 acre parcel from the existing  $\pm$

1.314 acre Commercial District 3.1 (C3.1). The applicant is proposing this consent for the purpose of lot addition to the vacant land to the north of the subject property

**7.2.1 Public Presentations (if any)**

Official Plan Designation: “Central Commercial - Essex”

Zoning Category: Commercial District 3.1 (C3.1) – Highway Commercial uses – (located along main roads adjacent to urban centres)

An application for consent has been received by the Town of Essex Committee of Adjustment for the lands located at 347 Maidstone Ave in Essex Centre. The applicants are proposing to sever a ± 0.43 acre parcel from the existing ± 1.314 acre lot zoned Commercial District 3.1 (C3.1). The applicant is proposing this consent for the purpose of a lot addition to the vacant land to the north of the subject property (337 Maidstone Ave).

The applicant is applying for this lot addition in order to provide the adjacent property, identified as 337 Maidstone Ave, with a new access, and additional area for a stormwater management pond. 337 Maidstone Ave is technically landlocked due to the location of the municipal boundaries of the Town of Essex and the Municipality of Lakeshore shown on the map below (blue dotted line). Historically, 337 Maidstone Ave was accessed through 2073 Naylor Side Road, which lies just east of the subject property. The severed area which will eventually contain a stormwater management facility, is required to support future development on 337 Maidstone Ave. The applicant owns the subject property, 347 Maidstone Ave, as well as 337 Maidstone Ave and 2073 Naylor Side Road. The owner wishes to correct this access issue, install required stormwater management measures, and utilize the existing vacant area behind 347 Maidstone Ave, in order to develop 337 Maidstone Ave for a bus repair depot.



Proposal Conformity with the Provincial Policy Statement and Town of Essex Official Plan Policies

In accordance with section 6.4 of the Town of Essex Official Plan, in considering an application for consent, the Committee of Adjustment should have regard to:

*a) the proposal's consistency with Provincial legislation, policies and guidelines (Provincial Policy Statement):*

This proposal does not conflict with the policies of the PPS. This proposal supports Section 1.3.1 "Employment" which states "b) providing opportunities for a diversified economic base, including a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses".

*b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies:*

The Town of Essex Official Plan Section 5.13 "Lands designated – Town Centre" c) recognizes that town centres are dynamic and must be able to evolve, adapt and redevelop as market conditions, consumer needs and preferences, change over time. The long established business office located at 347 Maidstone Ave has an adequate parking area, access and services, and potential room to expand in the future. The lands subject to this severance are deemed surplus to the needs of this commercial business. No changes are proposed to the existing building or business at 347 Maidstone Ave at this time. The severed parcel will be utilized to install a stormwater management facility (pond) and a new access driveway to the property at 337 Maidstone Ave, which will support a new bus repair business. Any new development on the severed or retained lands will be subject to the implementing Zoning By-law and Site Plan Control review process.

*c) The continuation of an orderly development pattern:*

The proposed lot addition will correct an access issue for 337 Maidstone Ave being technically landlocked due to the municipal jurisdiction boundary. The new access will not affect traffic or parking issues along Maidstone Ave.

*d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction:*

The subject lot has access to municipal water, and is serviced by storm and sanitary sewers. Future development on the severed parcel and abutting 337 Maidstone Ave, will be subject to the Site Plan Control review process. Stormwater management measures and buffering from adjacent properties will form components of the SPC development agreement.

Public Comment

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 January 15, 2021.

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

We did not receive comments of objection from internal department circulation.

**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 identified as 337 Maidstone Ave. 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 January 19, 2022

**Essex Region Conservation Authority Comments from Vitra Vimalananthan, Resource Manager**

The following is provided as a result of our review of Application for Consent B-02-21 to sever a 0.43 acres parcel from the existing 1.314 acre Commercial District 3.1 (C3.1). The applicant is proposing this consent for the purpose of lot addition to the vacant land to the north of the subject property.

## DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS AND REGULATORY RESPONSIBILITIES ASSOCIATED WITH THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

### **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 Stormwater Management (PPS, 2020)

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

### **PLANNING ADVISORY SERVICE TO PLANNING AUTHORITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2020**

The following comments are provided from our perspective as an advisory service provider to the Planning Authority on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the Planning Act. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Planning Authority.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

### **FINAL RECOMMENDATION**

With the review of background information and aerial photographs, ERCA has no objection to this application for Consent.

### **Discussion**

Corinne Chiasson, Assistant Planner, explains the application

#### **COA21-01-05**

Moved by Phil Pocock

Seconded by Ray Beneteau

**That** application B-02-21 be **granted** to sever a + 0.43 acre parcel from the existing + 1.314 acre. The severed parcel will be added to the vacant land to the north identified as 337 Maidstone Ave.

**Carried**

**Reason for Decision:** The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

**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 identified as 337 Maidstone Ave. 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 January 19, 2022

## **8. Correspondence**

## **9. New Business**

### **9.1 B-18-20 3873 3<sup>rd</sup> Concession Rd Marc and Rose Johnston**

Request to change condition (G) on consent application B-18-20. Condition G reads: "That the Owner registers a Conservation Easement over the severed parcel

in favour of the Town of Essex, to protect the natural heritage in perpetuity, to the satisfaction of the Town of Essex, in consultation with ERCA”

**Discussion:**

Corinne Chiasson, Assistant Planner advised the members of the request of Marc and Rose Johnston with regards to the removal of condition (G) with regards to application B-18-20.

Brian Gray, Vice Chair stated that during the December Committee of Adjustment meeting the applicant Marc Johnston was in favour of the condition as if an Environmental Impact Assessment would have been done as an alternate the cost to do so would be greater than a Conservation Easement.

Percy Dufour stated that if the applicant did indeed have concerns over the condition after the Committee meeting the applicant was then able to appeal the decision and conditions and did not do so with the Local Planning Appeal Tribunal (LPAT).

**COA21-01-06**

Moved by Ray Beneteau

Seconded by Brian Gray

**That** the condition (G) on consent application B-18-20 remain as a required condition. Condition (G) reads: “That the Owner registers a Conservation Easement over the severed parcel in favour of the Town of Essex, to protect the natural heritage in perpetuity, to the satisfaction of the Town of Essex, in consultation with ERCA”.

**Carried**

**10. Notices of Motion**

**11. Adjournment**

**COA21-01-07**

Moved by Ray Beneteau

Seconded by Phil Pocock

**That** the meeting be adjourned at 5:04 PM

**Carried**

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Chair

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Recording Secretary



## Arts, Culture and Tourism Committee Minutes

February 10, 2021, 4:30 pm

Zoom Video Conferencing

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

This meeting will be hosted from the Essex Recreation Complex.

Present: Anthony Paniccia, Chair  
Patti Oshar, Vice Chair (4:41 PM)  
Tracy Armstrong  
Councillor Steve Bjorkman  
Jeannette Kervoelen  
Grant Maguire  
Diane Quinn-Ouellette (4:41 PM)

Also Present: Cynthia Cakebread, Manager, Recreation and Culture  
Trevor Martin, Recording Secretary

### 1. Call to Order

Chair Tony Paniccia called the meeting to order at 4:33 PM.

### 2. Declarations of Conflict of Interest

None declared.

### 3. Adoption of Published Agenda

#### 3.1 Regular Arts, Culture and Tourism Meeting Agenda for February 10, 2021

Moved by: Jeannette Kervoelen

Seconded by: Councillor Steve Bjorkman

**(ACT21-02-001) That** the published agenda for the February 10, 2021 regular Arts, Culture and Tourism Meeting, be adopted as presented.

**Carried**



#### 4. Adoption of Minutes

##### 4.1 Zoom video conferencing Arts, Culture and Tourism **Meeting Minutes** for January 20, 2021

Moved by: Jeannette Kervoelen

Seconded by: Grant Maguire

**(ACT21-02-002) That** the minutes of the Zoom video conferencing Arts, Culture and Tourism Meeting held January 20, 2021, be adopted as circulated.

**Carried**

#### 5. Unfinished Business

##### 5.1 Tune Up the Parks 2021 – Cynthia Cakebread

###### 5.1.1 Update on Plans 2021

Cynthia Cakebread advised that the call for artists would normally take place at this point but that the Committee should wait to discuss further at the March meeting due to the ongoing impacts of Covid-19.

Jeannette Kervoelen raised the topic of performer compensation and question if this is something the Committee would like to take any action on. The Committee decided to further discuss at the March meeting.

##### 5.2 12 Days of Christmas – Tracy Armstrong

###### 5.2.1 Update on Critical Path

Tracy Armstrong shared the critical path document she created for Committee review. Tracy stated that the timing outlined on the critical path does depends on Covid-19 so may need to be flexible.

Cynthia Cakebread requested that Committee members review the critical path and volunteer for any tasks that they are well suited for in addition to reaching out to community contacts and organizations who may be able to support and/or participate in the event.

Chair Tony Paniccia suggested the Committee members consider ways to bring the event to all centres. Committee members were in agreement.

Cynthia Cakebread suggested that 12 Days of Christmas could be tied together with the Breakfast with Santa event that recreation staff runs at both Essex Centre Sports Complex and Colchester Community Centre.

Chair Tony Paniccia also suggested considering hosting some events at community partner locations.

The Committee members commended Tracy for her work on the critical path document.

**5.3 Kite Festival 2021 – Cynthia Cakebread**

**5.3.1 Update on Plans 2021**

Cynthia Cakebread informed the Committee that the last event was held on the third weekend of September 2019 and was very well received. She suggested the Committee make it a firm to-do for this year pending any impacts from Covid-19. She advised the event will be largely unchanged but that recreation staff will make some modifications to activities.

**6. New Business**

Chair Tony Paniccia highlighted that Heritage Week is coming up and there are some great events being offered as part of the Town’s “Lost Settlements of Essex” theme including talks taking place on February 17 and 18. He encouraged Committee members to visit [www.essex.ca/HeritageWeek](http://www.essex.ca/HeritageWeek) to learn about upcoming events.

**7. Future Meetings**

**7.1 Scheduled for March 10, 2021.**

The next regular meeting of the Committee will be held on Wednesday March, 10 at 4:30 PM via Zoom.

**8. Adjournment**

Moved by: Patti Oshar  
Seconded by: Grant Maguire

**(ACT21-02-003) That** the meeting be adjourned at 4:50 PM.

**Carried**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date



## **Court of Revision Minutes**

**Location: Zoom Video Conferencing**

**Wednesday, February 24, 2021 - 5:00 p.m.**

**The purpose of the meeting is to hold the Court of Revision for:**

### **Relocation of the Rush Drain**

**Former Township of Colchester North, Now in Town of Essex,**

**File No. 19-1023**

This is pursuant to the report prepared by Tim R. Oliver, Professional Engineer, Dillon Consulting Limited, dated January 8, 2021 which was considered and adopted at a Consideration Meeting held January 21, 2021 and pursuant to By-Law No.1987 which received two readings by Council at its regular meeting held February 1, 2021.

This sitting of this Court of Revision was duly appointed by Council on February 1, 2021.

The Deputy Clerk confirmed that all notices have been sent in accordance with The Drainage Act.

Present:	Percy Dufour, Chair Felix Weigt-Bienzle Kirk Carter
Regrets:	None
Also Present:	Shelley Brown, Deputy Clerk, Legal and Legislative Services Kevin Girard, Director, Infrastructure Services Norm Nussio, Manager, Operations and Drainage Lindsay Dean, Drainage Superintendent Tanya Tuzlova, Operations/Drainage Clerk Tim R. Oliver, P. Eng., Dillon Consulting Limited
General Public:	Michael T. Wiens, Solicitor for Sturgeon Woods Graydon Botsford, Ministry of Transportation Ontario Mario Frechette, Ministry of Transportation Ontario

### **1. Call to Order**

The Chair called the meeting to order at 5:02 PM

### **2. Declarations of Conflict of Interest**

None Declared.

### 3. Adoption of Published Agenda

#### 3.1. Court of Revision Agenda

Deputy Clerk informed that a late appeal was received from 1954990 Ontario Limited.

Moved by Board Member Carter

Seconded by Board Member Weigt-Bienzle

**COR21-02-001 That** the published agenda for the February 24, 2021 Court of Revision be adopted as amended to include the appeal from 1954990 Ontario Ltd.

**Carried**

### 4. Adoption of Minutes

#### 4.1. Court of Revision for Shepley Drain Bridge Replacement for Gorski Land Holdings and for the Szakacs Drain Repair and Improvement held on January 6, 2021.

Moved by Board Member Carter

Seconded by Board Member Weigt-Bienzle

**COR21-02-002 That** the minutes of the Court of Revision held on January 6, 2021, be adopted as circulated.

**Carried**

### 5. List of Written Appeals

The Chair advised that the purpose of the Court of Revision is to hear appeals regarding the schedule of assessment only. The schedule of assessment may be altered, but the total assessment must remain the same. If one assessment is reduced then another must be increased to balance.

The Chair informed that there is an appeal from 1954990 Ontario Limited pertaining to Parcel Roll Number 210-000-00500-0000.

### 6. Public Presentations

#### 6.1. Tim R. Oliver, Professional Engineer

Re: Report from Dillon Consulting Limited dated January 8th, 2021 regarding Relocation of the Rush Drain, Former Township of Colchester North, Now in Town of Essex, File No. 19-1023

Mr. Oliver advised the Court that the appeal from 1954990 Ontario Limited contained two items. The first item is to change the name of the severed portion of the property that took place since the Consideration of the Report held on January 21, 2021. Mr. Oliver

advised that the name of the severed portion could be changed to "Roll number to be assigned". The second item in the appeal pertains to Special Benefit Assessment that was levied in full to the retained part of 1954990 Ontario Limited parcel. 1954990 Ontario Limited requested that the Special Benefit Assessment of \$31,310 be apportioned to the retained and severed portions.

Mr. Oliver advised that the original report had one assessment for the 12 acre property of 1954990 Ontario Limited prior to the severance. The revised assessment was prepared for the Court of Revision with the Benefit and Outlet assessments divided between retained and severed properties.

Mr. Oliver explained that the Special Benefit Assessment of \$31,310.00 pertains to two amounts. The amount of \$16,540.00 for the stone erosion protection is to keep the drain confined within the greenway corridor so the drain would not be situated on the property owned by 1954990 Ontario Limited. Mr. Oliver explained that the steeper bank slope requires stone protection. That part of the Special Benefit Assessment was assigned in full to 1954990 Ontario Limited since it will benefit the property considering a shallower slope would occupy the lands of 1954990 Ontario Limited and would create larger setbacks for the future development of the property. Mr. Oliver also noted that if the drain slopes are designed shallower that would require a maintenance corridor for the future maintenance works, therefore, bank erosion protection will benefit 1954990 Ontario Limited in the future since a maintenance corridor would not be required from their side of the drain.

Mr. Oliver further explained that the second amount of Special Benefit Assessment in the amount of \$14,770.00 is related to transporting the excavated materials from 1954990 Ontario Limited parcel and using this material to fill in the original drain alignment. Mr. Oliver noted that usually the excavated material is laid on the adjacent land, but to save the cost he has recommended that the materials to be placed to fill in the abandoned part of the drain instead of trucking the material away.

Mr. Oliver added that the rationale to keep the Special Benefit Assessment in full with the original property owner was that at the time the request was made to provide the revised assessment apportionment, the transaction had not been made yet and there was only one owner. The intent of the report was to relocate the drain to benefit the original property, therefore the assessment was kept with the original property.

**Board Member Carter** asked why the total cost of the project was not proportionally distributed to both severed and retained properties and why it is a Special Benefit.

Mr. Oliver replied that the Special Benefit to the original property was levied and then revised based on the rationale explained earlier. Mr. Oliver added that the divided cost between these two properties due to the severance does not affect the other properties within the drain, therefore the Special Benefit should not be distributed to the entire drain since the other parcels do not benefit from the works on the 1954990 Ontario Limited property.

Board Member Carter asked if the rock protection is the true benefit to the retained property or it is to protect the entire drain from erosion.

Mr. Oliver reiterated that the stone protection is needed to narrow the drain to fit it within the Greenway corridor. Mr. Oliver added that the rock protection is a benefit for the retained property since without it the drain would occupy part of that property.

**Board Member Weigt-Bienzle** noted that he recognizes that there is a special benefit to the retained property since rock protection keeps the drain on the Greenway property and therefore the service corridor is not required. If rock protection is not provided, the retained property would lose some acreage to the drain.

**Mario Frechette, Ministry of Transportation Ontario** asked Mr. Oliver to explain his rationale for the engineering cost assessed to the Ministry of Transportation Ontario in the report in the amount of \$41,800.00. Mr. Frechette added that that cost seems high in comparison with the assessments to other properties.

Mr. Oliver explained that the engineering cost to prepare the report is part of the total cost of the project. Mr. Oliver added that typically the engineering cost is a part of a Special Benefit Assessment and is a percentage of the total project cost. The engineering cost is assessed proportionally similar to the Special Benefit Assessment and is distributed proportionally to the cost of construction.

**Graydon Botsford, Ministry of Transportation Ontario** asked Mr. Oliver to clarify why the part of the drain that runs parallel between the highway and South Talbot Road was assessed 100% to the Ministry of Transportation.

Mr. Oliver explained that a Special Benefit cost for the construction of two bridges was entirely assessed to the Ministry of Transportation. Mr. Oliver added that there is also a shared cost component for the part of the drain which runs parallel to the highway.

Mr. Botsford stated that the assessment of this portion should be to the benefit of the Town of Essex for their infrastructure or the assessed properties.

Mr. Oliver explained that during the discussions with the Ministry of Transportation in early 2020, it was established that the highway system would be using the part of the drain to legally discharge the drainage. On the plans that were provided in the report there is a ditch at the west part of the drain, so the lands along the highway may discharge water into the lower portion of the drain. Mr. Oliver added that the current highway drainage plans have highway drainage which have an outlet at the downstream position of the drain. Mr. Oliver added that when the lands are bordering the municipal drain they are receiving a benefit to take the water through that course.

Mr. Botsford commented that the Ministry of Transportation has informed the engineer about a number of design related issues by e-mail on April 28, 2020, which were not addressed in this report and that the design does not meet the Provincial standards. Mr. Botsford added that there is no benefit to the Ministry of Transportation for this part of the drain and that changes to the design should be made. Mr. Botsford explained that the parallel discharge system will be built by the Ministry of Transportation on that part and that right of way would narrow at the top of the berm which will split the highway drainage. Mr. Botsford added that there will be a change of ownership in the future.

Mr. Oliver replied that he was not aware of the proposed property ownership change and the division between the highway drainage system and the Rush Drain.

The Chair asked if this information would require changes to the report.

Mr. Oliver replied that if he knew this information prior to the assessment he would have considered a lower benefit assessment for the Ministry of Transportation for that portion of Rush Drain. Mr. Oliver added that if the Court of Revision decides to reduce the assessment to the Ministry of Transportation, then the assessment to the South Talbot Road or to the other properties should be increased.

The Chair asked the Drainage Superintendent if these changes would require a second Court of Revision.

Lindsay Dean, Drainage Superintendent, has noted that this information from the Ministry of Transportation of Ontario should have been presented as an official appeal within the specified timelines.

Mr. Botsford commented that since the previously proposed design issues were not addressed, then he believes that the appropriate apportionment of the assessments could be done when that design portion of the report is completed by the engineer.

The Chair commented that during the Consideration of Report meeting the Ministry of Transportation had been asked to meet with the engineer to discuss design issues.

Mr. Botsford replied that the design work is not completed yet and asked to allow the Ministry to proceed with the completing the design prior to proceeding to the next meeting.

**Michael T. Wiens, Solicitor for Sturgeon Woods**, the new property owner of the severed property which was initially part of 1954990 Ontario Limited, noted that a small square parcel of a less than an acre of land situated on the Watershed Plan, Block "C", above station 0+000 is owned by the Ministry of Transportation of Ontario, but is shown as Block "C". Mr. Wiens asked Mr. Oliver if this section of the drain is filled in and if so, than should a portion of the Special Benefit assessment for this section not belong to the Ministry of Transportation.

Mr. Oliver responded that the abandoned portion of the drain to be filled in as indicated in the report includes all the existing drain up to the location when it turns and crosses the highway, which would include that small square parcel. Mr. Oliver added that Sturgeon Woods may leave that part open to be able to discharge the drainage at their property limit. Mr. Oliver explained that that square portion is very small in relation to the total Special Benefit.

Mr. Wiens commented that he would like to ensure that no works are done on the Ministry of Transportation lands at the expense of a private owner.

**Board Member Carter** asked how long the project timeline would be extended if the report is sent back to the engineer due to the Ministry of Transportation requests to change the design.

Mr. Oliver replied that information received during the meeting from the Ministry of Transportation regarding the changes in property limits could be addressed though the adjustments to the assessments since these are changes to two road authorities due to shifted location of the drain and do not affect the private lands. Mr. Oliver added that he is concerned that the Ministry of Transportation's design changes are not finalized and that would lead to a considerable delay.

Board Member Carter asked how long it will take to process the requested changes.

Mr. Oliver replied that if the report is returned for reconsideration then it would take 2-3 weeks to process the changes and couple weeks to mail out assessments and set up a meeting to consider the report and then to hold a Court of Revision which will take longer time than a just holding a second Court of Revision.



The Deputy Clerk has commented that both issues should be addressed at this meeting.

Lindsay Dean, Drainage Superintendent, noted that procedural issues could be addressed later and at this time the Court of Revision members should address the appeal and to instruct the engineer what they would like him to amend.

The Chair proposed to table the project in order to deal with the appeal and the concerns from the Ministry of Transportation.

The Deputy Clerk asked how this action would affect the project.

Lindsay Dean, Drainage Superintendent, commented that it will take approximately 6 to 8 weeks to schedule another Court of Revision meeting. Ms. Dean reminded the Court of Revision members they should address the formal appeal submitted in advance to that meeting and the issues brought by the Ministry of Transportation during this meeting. The Court of Revision members should give instructions to the engineer regarding both issues.

Board Member Carter noted that reviewing the appeal would lead to changed assessments to the upstream owners and therefore the engineer needs to review all the assessments.

The Deputy Clerk has asked to provide clarifications regarding the proposed changes from the Ministry of Transportation.

Lindsay Dean, Drainage Superintendent, clarified that the Ministry of Transportation is asking to make assessment changes to the full schedule and Court of Revision members should decide if they accept that last minute request for change and if they would instruct the engineer to revise the whole schedule or not. Ms. Dean also noted that Court of Revision members should also make a decision about the formal appeal which was submitted yesterday and was added to the agenda at the beginning of the meeting.

The Deputy Clerk noted that the Ministry of Transportation request is not in the nature of a formal appeal as it was not filed in time nor presented and accepted as a formal appeal by way of resolution prior to the sitting of the Court this evening.

Mr. Botsford commented that the design changes were expected to be presented, therefore it was reasonable to assume that this will lead to the changes in assessments.

The Deputy Clerk reiterated that a formal appeal was not submitted and therefore procedurally it is the decision of the Court of Revision whether to entertain the proposed changes.

Board Member Carter said that in his opinion the report should be returned to the engineer for review to address issues related to the appeal and the information received from the Ministry of Transportation.

Mr. Weins noted that the technical aspects of the project were addressed at the previous Drainage Board meeting held on January 21<sup>st</sup> and no appeals were submitted at that time and the report was approved. Mr. Weins added that this meeting should address only the assessments. Mr. Weins asked if this is procedurally permissible to return the report to the engineer to review technical issues while the technical aspects were considered and approved at the previous meeting.

The Chair commented that the Ministry of Transportation may present their concerns if they have them.

Lindsay Dean, Drainage Superintendent, asked the Ministry of Transportation to provide clarification regarding the requested changes in design. Ms. Dean recalled that during the January 21, 2021 meeting, the Ministry of Transportation design changes were deemed to be considered minor and would not impact the overall project. Based on that determination, the Drainage Board proceeded with the adoption of the report.

Mr. Oliver added that he is not looking into changing the technical design of the drain since the changes are occurring within the Ministry of Transportation lands. Mr. Oliver added that the design changes to the highway drainage are still in process. Mr. Oliver added that changing assessments may be done much quicker than the reconsidering the entire report. In addition, reconsidering the report would open the opportunity for everybody to appeal any aspect of the report.

Mr. Botsford clarified the proposed changes to the highway drainage were presented in April of 2020 and were not addressed and that they are trying to work on a solution regarding the design for the highway drainage and South Talbot Road area. Mr. Botsford presented a concept drawing of the proposed cross section of the drain realignment adjacent to the highway.

Board Member Carter commented that the redesign of the project by the Ministry of Transportation should not be discussed at this meeting. Mr. Carter proposed to review the apportionment related to the official appeal.

Moved by Board Member Carter

Seconded by Board Member Weigt-Bienzle.

**COR21-02-003 That** the Special Benefit assessments for the severed and retained portions of 1954990 Ontario Limited to be reviewed by the engineer.

**Carried**

The Chair asked Norm Nussio, Manager of Operations and Drainage to comment on the proposed motion.

**Norm Nussio, Manager of Operations and Drainage**, said that the Court of Revision should make a decision which is on the floor right now. Mr. Nussio reminded that at the last meeting the Ministry of Transportation informed that the changes proposed by the Ministry of Transportation were presented as very minor and it was said that they can be worked out through the construction process and there was no formal appeal. Mr. Nussio added that some drainage may be cut off which would be known when the Ministry of Transportation presents a final design that potentially may lead to the assessment changes.

Ms. Dean noted that Mr. Oliver already presented his opinion on the appeal and Court of Revision members should give Mr. Oliver instructions about how it should be apportioned. Ms. Dean further clarified that Mr. Oliver should be provided with recommendations on how to apportion the Special Benefit related to the appeal. Ms. Dean asked Mr. Oliver if he has the information necessary to review the apportionment.

Mr. Oliver stated that he has provided his decision and explanations to the Court of Revision members and he believes that this apportionment is fair. Mr. Oliver added that no additional information was presented to him at the meeting. Mr. Oliver noted that the reassessment was circulated to all property owners before the Court of Revision and both the buyer and the seller were aware of the proposed apportionments before the actual sale took place. Mr. Oliver added that he is not in the position to make any changes to the apportionments on the appeal related to the Special Benefit assessment.

Moved by Board Member Weigt-Bienzle

Seconded by Board Vice Chair Dufour

**COR21-02-004 That** Resolution COR21-02-003 as part of these minutes be rescinded.

**Carried**

Moved by Board Member Weigt-Bienzle

Seconded by Board Vice Chair Dufour

**COR21-02-005 That** the appeal submitted by 1954990 Ontario Inc. dated February 23, 2021 by be denied.

**Carried**

Board Member Carter commented that he does not believe that the apportionment of the Special Benefit related to the appeal was done fairly.

The Chair asked the engineer if he can provide clarifications.

Mr. Oliver explained that the first part of the appeal is related to the fact that the legal name of the severed parcel was not known at the time when the apportionments were prepared. Mr. Oliver added that the adjustments can be made when the roll number for the severed portion is known. Mr. Oliver concluded that the request to change the legal name does not require a revised assessment since there are no changes to the assessed amounts.

Mr. Oliver further explained that the second paragraph of the appeal relates to the Special Benefit assessment and if the Court of Revision would like to change the allocation of Special Benefit then the Court of Revision must decide what this allocation should be and make the motion to make this change.

## **7. Court of Revision Decision**

Moved by Board Member Weigt-Bienzle

Seconded by Board Vice Chair Dufour

**COR21-02-005 That** the assessments contained in the schedules of assessment report for the Relocation of the Rush Drain, Former Township of Colchester North, Now in Town of Essex, File No. 19-1023, as prepared by Tim R. Oliver, Professional Engineer from Dillon Consulting Limited, dated January 8th, and as revised and circulated on February 2, 2021 be confirmed as presented.

**Carried**

8. Adjournment

Moved by Board Member Weigt-Bienzle

Seconded by Board Member Carter

**COR21-02-006 That** the meeting be adjourned at 6:32 pm.

**Carried**

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Chair

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Recording Secretary

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Date



## **Drainage Board Meeting Minutes**

**March 17, 2021, 5:15 PM**

**Location: Electronic Meeting**

**Long Marsh Drain Replacement & Future Bridge, Geographic Township of  
Colchester South, Project REI2020D022, Town of Essex, County of Essex  
Barrette Drain Repair and Improvements, Geographic Township of Colchester  
North, Project REI2020D009, Town of Essex, County of Essex**

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

The Deputy Clerk confirmed that all notices have been sent in accordance with The Drainage Act.

Present:	Percy Dufour, Vice-Chair Kirk Carter, Drainage Board Member Luke Martin, Drainage Board Member Felix Weigt-Bienzle, Drainage Board Member
Also Present:	Shelley Brown, Deputy Clerk, Legal and Legislative Services Norm Nussio, Manager, Operations and Drainage Lindsay Dean, Drainage Superintendent Tanya Tuzlova, Operations/Drainage Clerk Gerard Rood, Professional Engineer, Rood Engineering Inc.
Regrets:	None
Absent:	None

General Public for Long Marsh Drain:

Joe Grondin, 1152 South Malden Road, Amherstburg

Allen Rogers, 5150 Smith Road, Amherstburg

General Public for Barrette Drain:

Natalie Tetler, 13506 13th Concession Road, Essex

Lynn Tetler, 13496 13th Concession Road, Essex

Justin Pulleyblank, 13516 13th Concession Road, Essex

Annette Giles, 13007 Hyland Side Road, Essex

Marg Malenfant-Bosse, 13490 13th Concession Road, Essex

## **1. Call to Order**

The Chair called the meeting to order at 5:15 PM

## **2. Declarations of Conflict of Interest**

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

## **3. Adoption of Published Agenda**

### **3.1 Drainage Board Agenda for March 17, 2021**

#### **DB21-03-001**

Moved by Board Member Carter

Seconded by Board Member Martin

**That** the published agenda for the March 17, 2021 Drainage Board Meeting be adopted as presented.

**Carried**

#### **4. Adoption of Minutes**

##### **4.1 Consideration of Report for the 13<sup>th</sup> Concession West Drain Martin Bridge held on February 3, 2021**

###### **DB21-03-002**

Moved by Board Member Carter

Seconded by Board Member Martin

**That** the minutes of the Drainage Board Meeting held on February 3, 2021 be adopted as circulated.

**Carried**

#### **5. List of Written Appeals**

The Deputy Clerk informed that no written appeals were received by the Clerk's Office.

#### **6. Public Presentations**

##### **6.1 Gerard Rood, Professional Engineer**

Re: Report from Rood Engineering Incorporated dated January 29, 2021 regarding the Long Marsh Drain Replacement & Future Bridge, Geographic Township of Colchester South, Project REI2020D022, Town of Essex, County of Essex

Mr. Rood presented a detailed review of the Long Marsh Drain Replacement & Future Bridge report.

Mr. Rood informed that the Essex Region Conservation Authority requested confirmation of sizing for Replacement Bridge #5, at the property owned by Mr. Rogers. Mr. Rood added that he has sent the calculations and design information used to prepare the report to Essex Region Conservation Authority. Mr. Rood informed that the Essex Region Conservation Authority replied that they request modeling for the high water level during 1:100 year storm. Mr. Rood explained that he was not able to prepare this information by the time of this meeting. Mr. Rood added that that the Essex Region Conservation Authority will not provide their final approval until the requested modelling is presented.



Mr. Rood advised that Drainage Board may consider returning the report to the engineer for review to incorporate the Essex Region Conservation Authority's requirements.

Drainage Board Member Carter asked if the delay in receiving the approval by the Essex Region Conservation Authority will delay the project.

Mr. Rood replied that to avoid any delay, the report may be approved as presented, but it would be still conditional upon the Essex Region Conservation Authority' permit approval.

Lindsay Dean, Drainage Superintendent, informed that she spoke with Mr. Rogers and he is not in a rush to move forward with the project. Ms. Dean recommended to send the report back to the engineer to review whether the Essex Region Conservation Authority's requirements have been satisfied.

**Joe Grondin, 1152 South Malden Road**, informed that he is not in a rush and has no questions or concerns.

**Allen Rogers, 5150 Smith Road**, informed that he is not in a hurry either. Mr. Rogers added that he did not expect that the assessment cost would be so high for his bridge.

## **6.2 Drainage Board Decision**

### **DB21-03-003**

Moved by Board Member Martin

Seconded by Board Member Carter

**That** the presentation by Gerard Rood be received and that the Report for the Long Marsh Drain Replacement & Future Bridge, in Geographic Township of Colchester South, Project REI2020D022, in Town of Essex, the County of Essex as prepared by Gerard Rood, Professional Engineer dated January 29, 2021 be received and that said report be referred back to the engineer to review and reconsider.

**Carried**

### **6.3 Gerard Rood, Professional Engineer**

Re: Report from Rood Engineering Incorporated dated January 25, 2021 regarding the Barrette Drain Repair and Improvements, Geographic Township of Colchester North, Project REI2020D009, Town of Essex, County of Essex.

Mr. Rood presented a detailed review of the Barrette Drain Repair and Improvements report.

**Natalie Tetler, 13506 13th Concession Road**, asked what the initial inquiry to open this report was.

Lindsay Dean, Drainage Superintendent, informed that she has received an inquiry about doing work on one of the culverts. Ms. Dean added that during the report review it was discovered that several issues should be addressed, therefore, it was decided to prepare the report under Section 78 of the Drainage Act to update the report and to address all issues, such as cost sharing and legalizing culverts.

Ms. Tetler asked if all the alternatives were evaluated to make this process more cost effective.

Mr. Rood explained that he reviewed the report to restore the drain to its original parameters and capacity. Mr. Rood added that he also observed accumulation of debris obstructing the drain flow in some areas and proposed flushing to restore the drain to its original capacity to eliminate potential liability to the Town and to the property owners.

Ms. Tetler asked if the proposed works are optional.

Mr. Rood explained that since the engineer became aware of the risk of potential flooding he has to inform the Town and the liability is now on the Town to restore the drain to the original capacity to eliminate this risk of liability to the Town due to drain disrepair.

Ms. Tetler commented that no work is required on her culvert and yet her property was assessed \$2,255. Ms. Tetler stated that she believes that at this time only some spot cleaning and debris removal are required to make the project less costly.

Ms. Dean explained that the scope of work is to address all the identified problem areas, such as drain cleaning, and replacement of number of structures that are out of repair. Ms. Dean added that Mr. Rood has done his due diligence to identify the problems and to ensure proper drain passage. Ms. Dean added that all identified issues should be addressed.

Mr. Rood commented that the full replacement of all bridges may not be done at this time and he has included in the report only the replacement of the bridges that require immediate repairs and are at risk of collapsing and obstructing the drainage. Mr. Rood added that the report will also provide for the future maintenance and replacement when those works are need to be done. Mr. Rood added that there is no cost to Ms. Tetler related to bridge #8, however she is responsible for the repairs downstream of her property and for the part of the report related to the future maintenance.

The Chair commented that Ms. Tetler will have the opportunity to further discuss her assessment at the Court of Revision.

**Lynn Tetler, 13496 13th Concession Road**, commented that all her questions were answered by Mrs. Dean during their phone conversation.

**Justin Pulleyblank, 13516 13th Concession Road**, commented that there were some illegal structures replaced on the drain and asked if there is an opportunity to recover some of the costs.

Mr. Rood explained that he has to follow Drainage Act procedures and therefore Mr. Pulleyblank is responsible for his fair share of the cost as per current report. Mr. Rood added that he has no ability to adjust the report for any works that were done in the past. Mr. Rood explained that Mr. Pulleyblank should contact the Town if he has any concerns, but he cannot address any previous issues in this report.

Mr. Pulleyblank commented that in the past the Town has not kept up the drain properly and therefore some ownership should be on the Town in regards to the illegal structures.

Mr. Pulleyblank added that the Town should provide some assistance with the project cost.

Mr. Rood reiterated that every property owner has a financial responsibility for their fair share of the project cost and cannot make adjustments for the previous works.

Mr. Pulleyblank stated that since the drain has not been repaired to the standard by the Town and that there are some illegal structures he believes that the Town has to provide some help or assistance for the part of the report cost.

The Chair commented that the debenture options will be available.

Mr. Pulleyblank stated that he believes that the cost of \$14,209.00 to his property is excessive.

Mr. Norm Nussio, Manager of Operations and Drainage, explained that the Drainage Act has a process in place. Mr. Nussio added that one of the bridges on the drain was replaced about 7 years ago and the cost to replace was much less at that time. During the last 7 years the construction cost has increased drastically. One of the bridges was repaired under the existing report due to the emergency situation. Mr. Nussio added that the Town has about 350 drains and cannot look after each on a daily basis due to the cost of maintenance. Mr. Nussio added that the Town cannot inflict those costs on residents unless that was requested by the drain owners. Mr. Nussio explained that all these issues are addressed now and the Town does not have authority to pay for an increased part of the report costs.

**Annette Giles, 13007 Hyland Side Road**, commented that she has financial concerns and she believes that the cost to her property is very high. Ms. Giles asked what payment options the Town can offer to help with payment for this project.

Lindsay Dean, Drainage Superintendent informed that the by-law for this project will be circulated and debenture options will be available. The thresholds would be 5 years debenture for assessments from \$1,500 to \$7,500 and 10 years debenture for assessments

over \$7,500. The interest rate will be determined at the time of debenture. Mrs. Dean added that the Giles property should be eligible for the 1/3 agricultural grant.

**Margaret Malenfant-Bosse, 13490 13th Concession Road,** commented that she believes that some responsibility for the project cost should be on the Town rather than on the taxpayers since the drain was not properly repaired and there are some illegal structures on it.

Lindsay Dean, Drainage Superintendent, replied that she agrees that the cost is significant. Ms. Dean added that the Drainage Act allowing for debenture options. Ms. Dean added that infrastructure deteriorates and many are coming to the end of its life span. Ms. Dean added that she believes that Mr. Rood captured the structures that should be replaced.

Ms. Malenfant-Bosse commented that she does not understand why 100% of the infrastructure cost is assessed to the taxpayers.

Norm Nussio, Manager of Operations and Drainage, explained that the drain was requested by the property owners who needed drainage in 1966. Since that time there were severances and new culverts were put in and some were not legal. There is a procedure in place to avoid this from happening in the future. Mr. Nussio added that the Town is responsible for the part of the project cost.

Lindsay Dean, Drainage Superintendent, explained that undertaking one report to deal with all issues is more cost effective than to deal with issues one by one as they arise. Mr. Dean added that each culvert that experiences a failure opens up an engineer's report which costs approximately \$10,000 and therefore preparing one report to address all issues at once is the most cost effective approach rather than opening a report each time when an issue arises.

Mrs. Tetler commented that she believes that this is not fair that she will receive a bill for the proposed works since the residents in the city do not receive bills for drainage. Mrs.

Tetler added that she did not notice any obstruction to water flow and asked to reconsider the project due to its high cost.

#### **6.4 Drainage Board Decision**

##### **DB21-03-004**

Moved by Board Member Martin

Seconded by Board Member Weigt-Bienzle

**That** the presentation by Gerard Rood be received and that the Report for Barrette Drain Repair and Improvements, Geographic Township of Colchester North, Project REI2020D009, Town of Essex, County of Essex as prepared by Gerard Rood, Professional Engineer dated January 25, 2021 be received and recommended for adoption, and that it be recommended that a provisional by-law be prepared for Council's consideration and that the Report proceed to a Court of Revision to be scheduled.

**Carried**

#### **7. Adjournment**

##### **DB21-03-005**

Moved by Board Member Martin

Seconded by Board Member Carter

**That** the meeting be adjourned at 6:26 PM.

**Carried**

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Chair

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Recording Secretary



## Finance Committee Meeting Minutes

March 22, 2021, 4:30 PM

Location: Electronic Meeting

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

Present: Larry Snively, Mayor

Richard Meloche, Deputy-Mayor, Chair

Morley Bowman, Councillor, Ward 1

Chris Vander Doelen, Councillor, Ward 3

Also Present: Jeffrey R. Morrison, Director, Corporate Services

Chris Nepszy, Chief Administrative Officer

Doug Sweet, Director, Community Services

Katelynn Giurissevich, Manager, Finance and Business Services

Heather MacDonald, Assistant Manager, Finance

Tanya Tuzlova, Committee Recording Secretary

Regrets: None

Absent: None

### **1. Call to Order**

The Chair called the meeting to order at 4:31 PM

### **2. Declarations of Conflict of Interest**

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

### **3. Adoption of Published Agenda**

#### **3.1 Finance Committee Meeting Agenda for March 22, 2021**

##### **FC21-03-001**

Moved by Morley Bowman, Councillor, Ward 1

Seconded by Chris Vander Doelen, Councillor, Ward 3

**That** the published agenda for the March 22, 2021 Finance Committee Meeting be adopted as presented.

**Carried**

#### **4. Adoption of Minutes**

##### **4.1 Finance Committee Meeting Minutes for January 25, 2021**

###### **FC21-03-002**

Moved by Morley Bowman, Councillor, Ward 1

Seconded by Chris Vander Doelen, Councillor, Ward 3

**That** the minutes of the Finance Committee Meeting held January 25, 2021 be adopted as circulated.

**Carried**

#### **5. Public Presentations**

#### **6. Unfinished Business**

#### **7. Reports from Administration**

##### **7.1 Finance and Business Services-2021-03 “Cash Control Policy”**

Jeffrey R. Morrison, Director, Corporate Services, provided the overview of the report. Mr. Morrison stated that the Finance and Business Services Department has prepared the Cash Control Policy to further safeguard the assets of the Corporation and to strengthen cash controls.

Heather MacDonald, Assistant Manager, Finance, presented sections of the report. Ms. MacDonald in detail explained the best practices of cash handling, the processes of cash reconciliation and safeguarding.



Katelynn Giurissevich, Manager, Finance and Business Services, stated that most of the controls mentioned in the Report are already in existence, however it was recommended by the auditors to prepare the Cash Control Policy in writing to assist in identifying the risks of handling cash and to strengthen controls. Ms. Giurissevich explained some of the additional controls that were put in place: opening mail containing cash by two employees and sections pertaining to Petty Cash, segregation of duties and management control.

Chris Vander Doelen, Councillor, Ward 3, stated that the presented policy is straight forward and asked if the Town has a separate policy regarding internet fraud.

Katelynn Giurissevich, Manager, Finance and Business Services, explained that it was recommended by the auditors to review sections of finance activities and to address risks in each section through written policies with Accounts Payable being the next area.

Jeffrey R. Morrison, Director, Corporate Services, touched on Accounts Payable being next and that several years ago there were controls introduced to prevent fraud related to electronic fund transfers and provided a brief overview of the current controls. In conclusion Mr. Morrison added that the Finance department has already implemented most of controls as summarized and identified in the Report, and this report would be to formalize them.

Morley Bowman, Councillor, Ward 1, stated that the presented policy is a good procedure which protects both the employees and the Corporation.

Richard Meloche, Deputy-Mayor, agreed that this is a good policy and it is important to have it in writing.

**FC21-03-003**

Moved by Morley Bowman, Councillor, Ward 1

Seconded by Chris Vander Doelen, Councillor, Ward 3

**Recommendation to Council** that the Finance and Business Services-2021-03 entitled Cash Control Policy prepared by Heather MacDonald, Assistant Manager, Finance and Katelynn Giurissevich, Manager of Finance and Business Services dated March 22, 2021 be received and approved.

**Carried**

## **8. Correspondence**

### **8.1 2021 Essex Community Partnership Fund grant- Additional Correspondence received from “Community Support Centre of Essex County”**

Katelynn Giurissevich, Manager, Finance and Business Services, informed that \$10,000 of 2020 unspent funds were intended for Community Support Centre of Essex County contingent on the information request. Ms. Giurissevich added that it was discussed at the previous committee meeting to award \$10,000 to the organization this year.

Larry Snively, Mayor, noted that he approves the award of funds and added that many community organizations were financially hurt by COVID-19 and may need support.

## **9. Adjournment**

### **FC21-03-003**

Moved by Chris Vander Doelen, Councillor, Ward 3

Seconded by Morley Bowman, Councillor, Ward 1

**That** the meeting be adjourned at 4:54PM.

**Carried**

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Chair

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Recording Secretary

# **Town of Essex**

## **Finance Committee Meeting Minutes**

**Monday, January 25, 2021 at 4:35 PM**

**Location: Electronic Zoom Meeting**

### **1. Roll Call**

#### **Present:**

Larry Snively, Mayor

Richard Meloche, Deputy-Mayor

Morley Bowman, Councillor, Ward 1

Chris Vander Doelen, Councillor, Ward 3

Jeffrey R. Morrison, Director, Corporate Services

Chris Nepszy, Chief Administrative Officer

Doug Sweet, Director, Community Services

Katelynn Giurissevich, Manager, Finance and Business Services

Amy Fournier, Committee Secretary

Sylene Argent, Media

#### **Absent:**

Shelley Brown, Deputy Clerk

### **2. Declarations of Conflict Of Interest**

None

### **3. Adoption of Published Agenda**

Monday, January 25, 2021 Finance Committee Meeting Agenda.

Moved by: Morley Bowman, Councillor, Ward 1

Seconded by: Chris Vander Doelen, Councillor, Ward 3

**(FC-2021-01-01)** That the published agenda for the Monday, January 25, 2021 Finance Committee Meeting be adopted as presented. **"Carried"**

### **4. Adoption of Minutes**

Moved by: Morley Bowman, Councillor, Ward 1

Seconded by: Chris Vander Doelen, Councillor, Ward 3

**(FC-2021-01-02)** That the minutes of the Finance Committee Meeting held on January 27, 2020 be adopted as presented. **"Carried"**

### **5. Public Presentations**

None

### **6. Unfinished Business**

None

### **7. Reports**

None

### **8. Correspondence**

a) 2021 Essex Community Partnership Fund Grant Applications  
Refer to Schedule "A" attached.

Moved by: Larry Snively, Mayor

Seconded by: Morley Bowman, Councillor, Ward 1

**(FC-2021-01-03)** that the 2021 grants for the Essex Community Partnership Fund be approved as amended in Schedule "A". **"Carried"**

### **9. Discussion**

a) Allocation of Co-An Park 2022 Grant Donation

Recommend moving this Donation to the operating budget to better manage as The Town of Essex has a 50% ownership in this park.

Moved by: Larry Snively, Mayor

Seconded by: Chris Vander Doelen, Councillor, Ward 3

**(FC -2021-01-04)** that the recommendation to allocate Co-An Park 2022 Grant donation be approved as presented. **"Carried"**

b) Prior year unspent amounts due to event cancellations – discussed during point 8. Correspondence and approved through (FC-2021-01-03)

## **10. Adjournment**

Moved by: Morley Bowman, Councillor, Ward 1

Seconded by: Chris Vander Doelen, Councillor, Ward 3

**(FC-2021-01-05)** That the meeting be adjourned at 5:44pm. **"Carried"**

## **11. Future Meetings:**

To be determined

Schedule "A"  
Town of Essex  
For the Years 2016-2021

Essex Community Partnership Fund	Approved 2021	Requested 2021	% of 2020 Approved Grant	Approved 2020	Approved 2019	Approved 2018	Approved 2017	Approved 2016
Budget Balance Transferred To Reserve	\$10,000.00							
Current Year Budget	\$102,500.00	\$102,500.00	100%	\$102,500.00	\$102,500.00	\$102,500.00	\$102,500.00	\$100,000.00
Total Amount Available	\$112,500.00	\$102,500.00	100%	\$102,500.00	\$102,500.00	\$102,500.00	\$102,500.00	\$100,000.00
Committed Donations:								
Co-An Park	\$20,000.00	\$20,000.00	100%	\$20,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$15,000.00
Colchester Guardian <sup>6</sup>	\$1,649.00	\$1,649.00	100%	\$1,649.00	\$1,613.95	\$1,613.95	\$1,613.95	\$1,567.00
Heritage Essex	\$25,000.00	\$25,000.00	100%	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub-Total	\$46,649.00	\$46,649.00	100%	\$46,649.00	\$44,113.95	\$44,113.95	\$44,113.95	\$41,567.00
Annual Donations:								
Essex Community Services					\$20,160.00	\$20,160.00	\$20,160.00	\$22,160.00
Essex Retirees <sup>1</sup>	\$12,858.00	\$12,858.00	84%	\$15,358.00	\$8,858.00	\$8,858.00	\$8,858.00	\$8,858.00
Access County Community Support Services <sup>8</sup>	\$8,750.00	\$10,000.00	109%	\$9,201.00	\$9,201.00	\$9,201.00	\$9,201.00	\$6,554.00
Harrow Early Immigrant Research Society	\$1,500.00	\$1,500.00	100%	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Harrow Electric Eels Aquatic Team (HEEAT) <sup>4</sup>	\$1,600.00	\$1,600.00	213%	\$750.00	\$750.00	\$750.00	\$750.00	\$610.56
Kingsville Essex Associated Band <sup>2</sup>	\$8,000.00	\$8,000.00	107%	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,499.25
Sub-Total	\$32,708.00	\$33,958.00	99%	\$34,309.00	\$47,969.00	\$47,969.00	\$47,969.00	\$47,181.81
Ad-Hoc Donations:								
Canadian Blood Services <sup>5</sup>	\$4,080.00	\$4,080.00	153%	\$2,664.00	\$678.00	\$1,920.00	\$1,920.00	
Canadian Transportation Museum	\$10,000.00	\$10,000.00	500%	\$2,000.00		\$5,000.00	\$5,000.00	\$5,000.00
Community Support Centre of Essex County <sup>7</sup>	\$10,000.00	\$20,000.00	200%	\$10,000.00				
Essex Community Concert Band								\$500.00
Essex Firemen's Association	\$5,000.00	\$5,000.00	1235%	\$405.00				
Essex Minor Hockey Association								\$5,171.00
Essex Region Conservation Authority							\$700.00	
Essex Rotary Club					\$750.00			
Essex 73s							\$651.50	
Girl Guides of Canada								\$35.01
Harrow & Colchester South Chamber of Commerce <sup>9</sup>	\$0.00	\$1,000.00	100%	\$1,000.00				\$587.63
Harrow Hockey Moms <sup>3</sup>	\$515.56	\$515.56	100%	\$515.56	\$515.56			
Harrow Kinsmen						\$420.00		
Harrow Rotary Club								\$141.75
Kiwanis Club of Windsor					\$7,000.00			
Knights of Columbus							\$240.00	
Legal Aid								\$516.25
Miscellaneous Disaster Relief								\$500.00
Ontario Provincial Police							\$1,522.00	\$1,140.32
Storybook Early Learning Centre							\$3,000.00	
Sun County Panthers						\$4,711.70		
Warren, Curtis								\$211.62
Windsor Historical Society							\$500.00	
Windsor Essex Community Health Centre					\$1,600.00			
Windsor-Essex Therapeutic Riding Association	\$1,800.00	\$1,800.00	225%	\$800.00	\$1,500.00			\$2,000.00
Wirch, Audrey							\$508.50	
Zeta Kappa Sorority Santa Socks 2016								\$100.00
Sub-Total	\$31,395.56	\$42,395.56	244%	\$17,384.56	\$12,043.56	\$12,051.70	\$14,042.00	\$15,903.58
Total Grants / Donations	\$110,752.56	\$123,002.56	125%	\$98,342.56	\$104,126.51	\$104,134.65	\$106,124.95	\$104,652.39
(Over)/Under Budget	\$1,747.44	(\$20,502.56)		\$4,157.44	(\$1,626.51)	(\$1,634.65)	(\$3,624.95)	(\$4,652.39)

<sup>1</sup> Cash grant of \$8,858.00 plus in kind grant of \$4,000 (grass cutting and snow removal)

<sup>2</sup> Cash grant of \$5,000 plus in kind grant of \$3,000 (Facility rentals)

<sup>3</sup> In-kind grant \$515.56 (Harrow Arena lobby rental)

<sup>4</sup> In-kind grant \$1,600 for insurance provider costs

<sup>5</sup> In-kind grant of \$4,080 of clinic space

<sup>6</sup> New Agreement from 2020-2024 committed amount

<sup>7</sup> 2020 amount was never disbursed as a requested meeting for more information did not occur. Committee recommends transferring 2020 \$10,000 unspent funds into 2021 and awarding \$5,000 to 2020 and \$5,000 to 2021 contingent on reply to a further information request.

<sup>8</sup> Prorated to 10.5 Months based on COVID-19 environment and anticipated reopening.

<sup>9</sup> Prior year request for New Years event unspent, committee recommendation to use for 2021 event.



## Report to Council

Department: Corporate Services

Division: Finance and Business Services

Date: March 22, 2021

Prepared by: Katelynn Giurissevich, Manager of Finance and Business Services & Heather MacDonald, Assistant Manager, Finance

Report Number: Finance and Business Services-2021-03

Subject: Cash Control Policy

Number of Pages: 7 including attachments

### Recommendation(s)

**That** Finance and Business Services-2021-03 entitled Cash Control Policy prepared by Heather MacDonald, Assistant Manager, Finance and Kate Giurissevich, Manager of Finance and Business Services dated March 22, 2021 be received, and approved.

### Purpose

This policy is intended to protect and safeguard the Town's assets, specifically "cash", through the implementation of various processes, procedures and controls.

### Background and Discussion

A Cash Control Policy is an important document in an organization. Through its adoption, organizations are able to identify the risks for the potential for fraud or misappropriation of funds and implement outlined processes and procedures to mitigate these risks. Processes and procedures are monitored and designed to ensure that the appropriate segregation of

duties, levels of review, and oversight are in existence. Please refer to Attachment A for the Policy.

## **Financial Impact**

There is no Financial Impact to the implementation of this policy.



## Link to Strategic Priorities

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



## The Corporation of the Town of Essex

Section:	Corporate – Finance
Subject:	Cash Control Policy
Policy Number:	
Approval Date:	
Approved By:	
Prepared By:	Kate Giurissevich & Heather MacDonald

### Objective

To ensure timely and accurate financial reporting, prevent misappropriation, fraud or theft, through the implementation of a comprehensive guideline for proper cash receipt controls with an emphasis on segregation of duties.

### Responsibilities

All staff that receive funds on behalf of the Town must adhere to this policy and must maintain records for audit purposes.

All Management staff are required to enforce, continually monitor and periodically audit the application of the policy and provide support to staff as necessary.

## **Best Practices; Cash Handling**

### **Receipt of Cash**

- All cash/cheque/or other type of payment are to be recorded immediately upon receipt in the financial accounting software or a Finance Approved Reconciliation Sheet if this is not possible.
- All cheques must be made payable to "The Corporation of the Town of Essex"/ The Town of Essex or to an organization that has entered into a financial services agreement with the Town. (ex. Essex Funfest)
- Customers are to be provided with a proper receipt for all cash transactions
- Where staff are opening mail that could contain cash, another staff member from that department must be present in the opening of said mail. If second staff member from the department is not present another department member can assist (does not have to be a cash handler).

### **Safeguarding of Cash/Security**

- Cash drawers containing daily cash floats should be verified daily by the cashier, not visible to the public, and locked and secured in the safe at the end of each day.
- Any un-deposited cheques/cash, letters of credit, or any other form of tender must be locked and secured in the safe at the end of each day, in absence of a deposit that day.
- The amount of cash on hand should be minimized through the occurrence of regular bank deposits. If a significant amount of cash is received, it should be sealed and stored in the safe until the daily balancing occurs.
- Staff should alert their manager, use the panic button , or call police when required in the event of theft, robbery or other threatening activity

### **Reconciliation**

#### Cash Over and short

- When a clerk balances a batch in the Financial Accounting Software to the bank deposit they must balance fully. If there is a variance greater than \$0, an entry for the unreconciled difference must be made to the Cash Over/Short Account.

- Department Manager Approval (or delegate) <sup>1</sup> is required before any entry is posted to the Cash Over/Short Account.

#### Weekly close of batches

- Every department must close and balance any open batches at a minimum of once a week (and always at month end as described below) by Friday at noon. The cash deposit must be dropped off, at least once a week, to the Financial Institution.

#### Separate batches for debit/credit receipts

- A separate batch is required for debit and or credit transactions within the Financial Accounting Software.

#### Month End

- Every department must close and balance any open batches at the end of every month before any transactions for the next month are entered. The cash deposit must be dropped off to the Financial Institution by the end of current business day.
- A bank reconciliation shall be performed monthly, authorized and signed by the Assistant Manager, Finance, Manager of Finance and Business Services, or Director of Corporate Services. The reconciliation cannot be prepared by the same person granting authorization.

#### Approval for void transactions

- When an employee requests a void on a transaction, or an adjustment on a monetary value, this must be supervised by your Department Manager or delegate.
- On a routine basis, at least annually, a Management Position must review the void listing

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<sup>1</sup> A delegate must be assigned by the department Manager and cannot be involved with any cash handling. The assignment of any delegate must be approved by one of the; Manager of Finance, Business Services, the Assistant Manager, Finance or the Director of Corporate Services.

## **Segregation of Duties**

### **Duty Separation**

**The following duties should not be done in combination by the same staff member;**

- Opening of mail
- Deposit/Receipt of cash
- Reconciliation of banks
- Issuance of invoices; or
- Posting of cash receipts to accounts receivable sub ledger

NOTE: If segregation is not practical, additional procedures or management review must be present to reduce the risk of loss.

### **Use of own drawers**

Each clerk will be required to have their own cash float and balance this float per the above.

### **Individual batches**

Each clerk will be required to have their own batch (not including debit/credit transactions) within the Accounting software. No one should be posting to a batch that is not their own.

### **Petty Cash**

- Petty cash can be used for smaller purchases that were not anticipated but are required prior to a cheque run.
- The Petty Cash must be balanced at least weekly using the reconciliation form (Appendix A).
- Only designated department members should have access to the Petty Cash Balance.
- When reimbursement of a Petty Cash balance is required, please attach the reconciliation form and all supporting receipts.

- A Petty Cash Balance increase must be approved by either; Manager of Finance, Business Services, the Assistant Manager, Finance or the Director of Corporate Services.
- Finance has the right to audit any petty cash balance at any time

## Acknowledgement

I, \_\_\_\_\_, acknowledge that I have read and understand the Cash Control Policy of the Town of Essex. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this Policy. I understand that if I violate the rules set forth in this Policy, I may face punitive or corrective action, up to and including termination of employment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A: PETTY CASH REIMBURSEMENT**

Date Requested: \_\_\_\_\_

Requested by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Petty Cash Breakdown				
Description-Date	Net	HST	Gross	Account

Rounding

-	-	<b>110.00</b>
---	---	---------------

Remaining Cash	190.00
Total Petty Cash Float	<u>300.00</u>

Please make cheque payable to:



**Community Support Centre  
of Essex County**

962 Old Tecumseh Rd., PO Box 885  
Belle River, ON N0R 1A0  
519-728-1435

**Town of Essex**

33 Talbot Street  
Essex Ontario N8M 1A8  
(519) 776-7336

22 February 2021

**Re: Letter dated February 2, 2020 Grant Request Additional Information**

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Dear Ms. Giurissevich,

Thank you for your letter dated 2February2021. Unfortunately, there is a delay in response as it was only received today 22February2021. I thank you for your recognition of the valuable contributions that the Community Support Centre of Essex County makes to improve the quality of life of area residents. I appreciate the ability to apply for the Essex Community Partnership Fund that greatly assists us in meeting our overall mission.

I note that the Finance Committee has requested additional information that will assist them in making a final decision on our request. Sincere thanks to the committee for their hard work and for allowing us the time to introduce CSC to you. I can certainly appreciate how tough these decisions are with so many valuable organizations.

1) Description of services provided specific to the Town of Essex and the benefit of Essex Residents

The Community Support Centre of Essex County (CSC) is a non-profit, charitable organization with a long and rich history of providing quality health and community services. Essex Community Services, an organization with over 40 years of service came together with CSC a year ago. This merger allowed CSC to expand overall service volumes and deliver together, better services for the residents throughout Essex County.

CSC's mission: To serve the community by developing and delivering innovative, client-centered health and community support services. T

The menu of services available through CSC includes a wide range of services, which includes; Meals on Wheels, Community Food Pantry, Foot Care Clinics, Congregate Dining, Adult Day Services, Transportation and Outreach Counselling and Social Programs.





## **Community Support Centre of Essex County**

962 Old Tecumseh Rd., PO Box 885  
Belle River, ON N0R 1A0  
519-728-1435

Many of our services have shifted to virtual delivery in response to COVID-19.

Specific to the Town of Essex:

- Meals on Wheels
- Medical Transportation
- Congregate Dining
- Social Transportation
- Foot Care Clinic
- Dialysis Transportation
- Chemotherapy Transportation
- Stretcher Transportation
- In-person Visiting Program
- Virtual Visiting Program
- Telephone Reassurance
- Home Supports (preparing meals; light housekeeping; laundry assistance; snow angels; companionships etc)
- Volunteer Services
- Information and Referral
- Comprehensive Health Assessments
- And more...

2) Do you have a physical location in the Town of Essex Boundaries?

3)

Community Support Centre implements service delivery out of the Essex Retirees Centre

4) Do you currently offer any programming within the Town of Essex Boundaries?

We implement all of our programs within the Town of Essex. We are a County-wide provider.

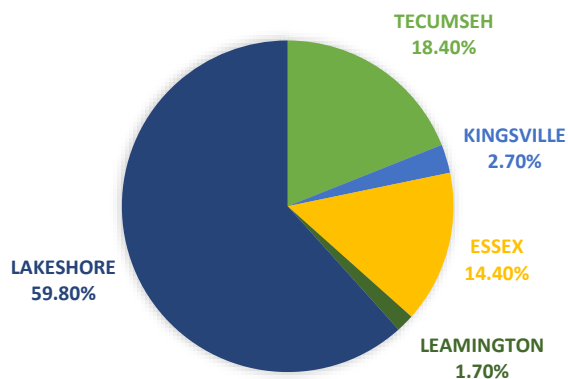


## Community Support Centre of Essex County

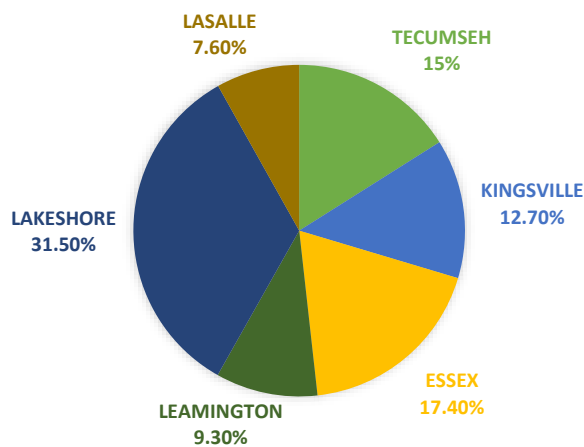
962 Old Tecumseh Rd., PO Box 885  
Belle River, ON N0R 1A0  
519-728-1435

Please review our current statistics by area from 1April2020 to 31January2021. Please also note that these 9 months have been greatly impacted by COVID-19 and are not a true estimate of our historic delivery. There has been an impact on in-person services. Additionally, many of these services are NEW to the Town of Essex as they have been implemented through the expansion of our integrated care.

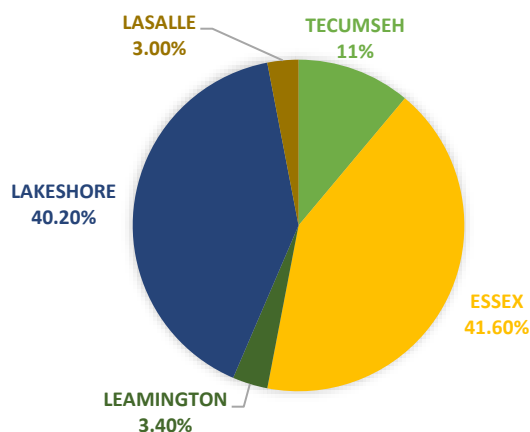
### COVID-19



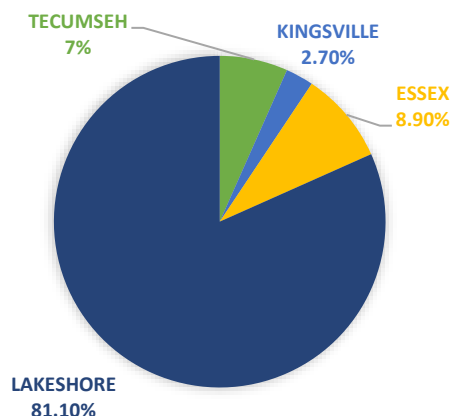
### TRANSPORTATION SERVICES



### FOOT CARE SERVICES



### HOME SUPPORTS SERVICES

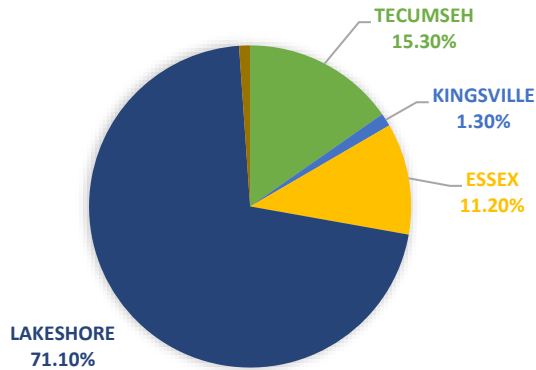




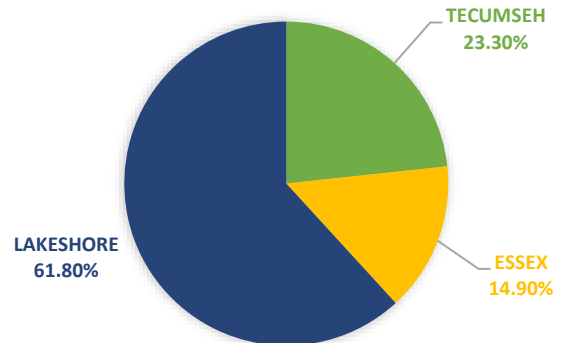
**Community Support Centre  
of Essex County**

962 Old Tecumseh Rd., PO Box 885  
Belle River, ON N0R 1A0  
519-728-1435

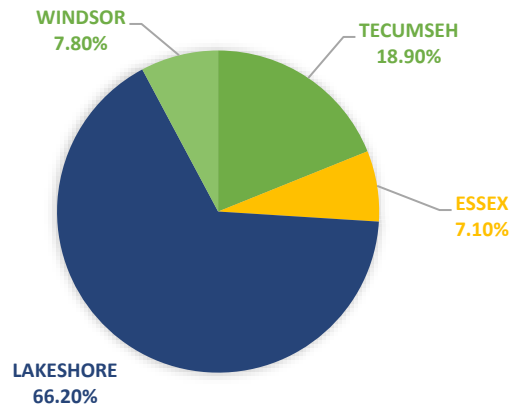
**VISITING & SOCIAL**



**FOOD SERVICES - MOW, FOOD PANTRY,  
CONGREGATE DINING**



**ADULT DAY SERVICES**



In closing I ask that you partner us in providing advocacy. We want Essex residents to know how to reach us. Please place a link to our website and share our communications where possible.

If you wish to discuss our organization and its services, please contact myself at (519) 728-1435 ext. 201 or [t.bailey@communitysupportcentre.ca](mailto:t.bailey@communitysupportcentre.ca)

Sincerely,

**Tracey Bailey**  
*Chief Executive Officer*

CC. Council



**2020 Council Discretionary Fund  
Finance and Business Services Report  
As of December 31, 2020**

			Mayor Snively	Deputy Mayor Meloche	Councilor Bjorkman	Councilor Bondy	Councilor Verbeek	Councilor Garon	Councilor Vander Doelen	Councilor Bowman
<b>Beginning Balance</b>			\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
<b>Less Expense:</b>										
<b>Description</b>	<b>Vendor</b>	<b>Date</b>								
Room Rental	Legends Live	March 6, 2020								(\$600.00)
Harrow Food Bank	Society of St. Vincent de Paul- Harrow	March 27, 2020				(\$1,000.00)				
Graduate Banner	Parent Council Harrow High School	June 23, 2020				(\$500.00)				
BBQ Fundraiser	Knights of Columbus	July 24, 2020	(\$1,000.00)							
Project Hope	Project Hope	September 14, 2020				(\$1,000.00)				
Project Hope	Project Hope	October 28, 2020						(\$500.00)		
L.I.F.E	L.I.F.E	October 28, 2020						(\$1,000.00)		
Project Hope	Project Hope	November 5, 2020			(\$500.00)					
Essex County Steam & Gas Engine Museum	Steam and Gas Engine Museum	November 20, 2020					(\$600.00)			
Senior Christmas Gifts	Zuiderveen, Betsabe	November 20, 2020					(\$650.00)			
Xmas Baskets	St. Vincent de Paul- Macgregor	November 20, 2020					(\$650.00)			
Cenotaph Donation	Royal Canadian Legion Harrow	November 27, 2020		(\$500.00)						
St. Paul Care Package	Essex Rotary Club	November 27, 2020		(\$200.00)						
Food Bank	Essex Region Goodfellows	November 27, 2020		(\$500.00)						
Senior Program	Royal Canadian Legion Harrow	December 11, 2020	(\$500.00)							
Sound System	Royal Canadian Legion Essex	December 11, 2020	(\$1,000.00)							
Senior Club Supplies	Royal Canadian Legion Harrow	December 17, 2020							(\$750.00)	
Turkey Vouchers/Xmas Hampers	Society of St. Vincent de Paul- Harrow	December 17, 2021							(\$500.00)	
Turkey Vouchers/ Xmas Hampers	Society of St Vincent de Paul- Essex	December 17, 2020							(\$500.00)	
Senior Program	Royal Canadian Legion Essex	December 17, 2020							(\$750.00)	
Replenish Food Bank	St. Vincent de Paul- Macgregor	December 17, 2020				(\$300.00)				
Replenish Food Bank	Essex Area Foodbank	December 17, 2020				(\$300.00)				
Heritage Park- Christmas Lights	Classic Displays	December 31, 2020						(\$1,000.00)		
Heritage Park - Christmas Lights	Classic Displays	December 31, 2020								(\$1,035.20)
<b>Total - Expenses</b>			(\$2,500.00)	(\$1,200.00)	(\$500.00)	(\$2,500.00)	(\$2,500.00)	(\$2,500.00)	(\$2,500.00)	(\$1,635.20)
<b>Ending Balance</b>	<b>Balance</b>		<b>\$0.00</b>	<b>\$1,300.00</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$864.80</b>



## **February 2021 Bank Payments Report**

### Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for February 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
52621	BAT014	Bates, Laura	February 4, 2021	\$195.00
52622	CCD001	Essex Countryside Chrysler-Dod	February 4, 2021	\$873.49
52623	CFI002	CF Industrial	February 4, 2021	\$5,335.91
52624	DAT002	Data Fix	February 4, 2021	\$2,147.00
52625	DUF001	DUFOUR, PERCY	February 4, 2021	\$66.13
52626	EID001	Eid, Joseph	February 4, 2021	\$200.00
52627	ESS017	Essex Free Press	February 4, 2021	\$1,291.29
52628	FLA007	Flanagan, John	February 4, 2021	\$113.30
52629	GIR014	Girard, Darren Joseph	February 4, 2021	\$200.00
52630	MAC044	MacDonald, Heather (Petty Cash	February 4, 2021	\$110.00
52631	PRE003	DRAE PRENTICE	February 4, 2021	\$2,203.50
52632	RFG002	RFG Electrical	February 4, 2021	\$163.85
52633	ROB036	Robson, Sheina (Petty Cash)	February 4, 2021	\$324.65
52634	SAF001	Safta, Roxana	February 4, 2021	\$280.00
52635	SER006	Serran, Debbie	February 4, 2021	\$84.00
52636	SIL002	Silva Homes Inc.	February 4, 2021	\$200.00
52637	SPA001	Spartan Sling Mfg.	February 4, 2021	\$62.82
52638	ARN005	Arnel, Richard - Petty Cash	February 12, 2021	\$122.75
52639	CRO010	Crozier, Nicole	February 12, 2021	\$227.00
52640	CTR001	Canadian Tire #172	February 12, 2021	\$129.88
52641	DON005	Donny Moore Photography	February 12, 2021	\$678.00
52642	ESS004	Essex Foodland	February 12, 2021	\$264.78
52643	GRE029	Greenlight General Contracting	February 12, 2021	\$4,500.00
52644	LEN002	Len Taylor & Sons Ltd	February 12, 2021	\$678.00
52645	MED010	MedTeq Solutions CA Ltd.	February 12, 2021	\$8,896.26
52646	NEV003	Nevan Construction Incorporate	February 12, 2021	\$181,196.73
52647	NOR006	NorJohn Contracting & Paving L	February 12, 2021	\$116,796.10
52648	POO007	Poolocity	February 12, 2021	\$3,052.19
52649	PRA001	Praxair Canada Inc	February 12, 2021	\$320.54
52650	ROT004	Rotary Club of Harrow	February 12, 2021	\$1,000.00
52651	STR020	Streetscan Canada ULC	February 12, 2021	\$7,124.65
52652	TRI015	Trident Group	February 12, 2021	\$901.18
52653	ABE001	Abell Pest Control	February 18, 2021	\$73.45
52654	BEZ006	Bezaire Partners	February 18, 2021	\$7,593.60
52655	BIZ001	Biz X Magazine	February 18, 2021	\$734.50
52656	CAN006	Canada Post Corporation	February 18, 2021	\$1,796.47
52657	CTR001	Canadian Tire #172	February 18, 2021	\$28.24
52658	ELI001	Elite Shield Maintenance	February 18, 2021	\$563.87
52659	ERC001	Essex Region Conservation Auth	February 18, 2021	\$1,600.00
52660	ESS003	Essex Animal Hospital	February 18, 2021	\$75.00
52661	ESS004	Essex Foodland	February 18, 2021	\$114.65
52662	ESS046	ESSEX METALS	February 18, 2021	\$453.32
52663	JCY001	JC Yard Maintenance	February 18, 2021	\$661.05
52664	MIN001	Minister of Finance	February 18, 2021	\$275,989.00
52665	PRA001	Praxair Canada Inc	February 18, 2021	\$476.42
52666	QUI015	Quimby, Adrienne	February 18, 2021	\$22.50
52667	SCH036	Schaafsma, Sindy	February 18, 2021	\$41.00
52668	STE027	Stephenson Engineering Limited	February 18, 2021	\$3,842.00
52669	STE038	Sterling Ridge Infrastructure	February 18, 2021	\$48,405.62
52670	VIN005	VINCE FERRO CONSTRUCTION LTD	February 18, 2021	\$42,091.38
52671	WIN067	Windsor Window Imaging Inc.	February 18, 2021	\$2,655.50
52672	538436	538436 Ontario Ltd.	February 25, 2021	\$56.50
52673	ACC011	Accurate Creations	February 25, 2021	\$180.80
52674	BAR026	Bart, Randy	February 25, 2021	\$187.50
52675	CFC003	CFC Supply	February 25, 2021	\$226.00
52676	COA002	COATSWORTH, RAY	February 25, 2021	\$250.00
52677	COT006	Cottam Radiator	February 25, 2021	\$38.75
52678	CTY005	City of Windsor - POA	February 25, 2021	\$863.34
52679	CUT001	Cutcliffe, Blake	February 25, 2021	\$250.00
52680	DAV014	David Gregory Inc.	February 25, 2021	\$500.00
52681	DER008	Derks	February 25, 2021	\$1,367.10
52682	GIB002	James Gibb Signs	February 25, 2021	\$502.85
52683	HAN010	Hansen, Sandra	February 25, 2021	\$1,000.00
52684	JCY001	JC Yard Maintenance	February 25, 2021	\$293.80



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Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
52685	LAB022	Labonte, Paul	February 25, 2021	\$250.00
52686	LAC004	Lacombe, Timothy David	February 25, 2021	\$250.00
52687	MAR108	Marcoux, James Eloi	February 25, 2021	\$250.00
52688	MCL025	McLean, Ruth Pauline	February 25, 2021	\$250.00
52689	MIT005	Mitchell, Catherine	February 25, 2021	\$177.00
52690	MUN012	Munger Plumbing & Electric	February 25, 2021	\$847.50
52691	PRA001	Praxair Canada Inc	February 25, 2021	\$66.96
52692	REN002	Larry Renaud Ford & RV Sales	February 25, 2021	\$107.35
52693	ROY010	ROY'S DIESEL	February 25, 2021	\$674.01
52694	SEA009	Seamless Innovations	February 25, 2021	\$500.00
52695	SEX001	SEXAUER LTD	February 25, 2021	\$660.13
52696	SMA008	Smartcell Communications Inc.	February 25, 2021	\$59.31
52697	SVM001	S & V Memorials	February 25, 2021	\$542.40
52698	TEV002	Teves, Antonio Manuel	February 25, 2021	\$250.00
EFT004028	ABB002	Abbott, Tom	February 4, 2021	\$24.00
EFT004029	AGR002	Agris Co-Operative Ltd.	February 4, 2021	\$1,057.86
EFT004030	BAK006	Baker, Glen	February 4, 2021	\$24.00
EFT004031	BEZ001	Bezaire, Mike	February 4, 2021	\$6,344.03
EFT004032	CAN001	K & S Windsor Salt Ltd	February 4, 2021	\$34,475.25
EFT004033	CAN037	Canadian Diesel Services	February 4, 2021	\$724.33
EFT004034	CHE003	Checker Industrial Ltd	February 4, 2021	\$199.74
EFT004035	CIM001	CIMCO Refrigeration	February 4, 2021	\$193.62
EFT004036	CIN001	Cintas Canada Limited	February 4, 2021	\$105.09
EFT004037	CLS001	Canadian Linen and Uniform Ser	February 4, 2021	\$387.18
EFT004038	COR004	Corporate Billing	February 4, 2021	\$639.64
EFT004039	CTY002	County of Essex	February 4, 2021	\$7,632.00
EFT004040	DAV013	Davey Tree Expert Co. of Canad	February 4, 2021	\$5,198.00
EFT004041	DER002	Deroy, Clint	February 4, 2021	\$36.00
EFT004042	DIL001	Dillon Consulting Ltd.	February 4, 2021	\$1,813.65
EFT004043	ELE003	Electrozad Supply Company	February 4, 2021	\$469.97
EFT004044	FEE001	The Feed Store	February 4, 2021	\$245.59
EFT004045	GAR003	Garon, Joe	February 4, 2021	\$235.97
EFT004046	HER002	Heritage Essex Inc.	February 4, 2021	\$12,500.00
EFT004047	HER005	Hernandez Sanitation Services	February 4, 2021	\$203.40
EFT004048	HOL001	Holland Cleaning Solutions Ltd	February 4, 2021	\$1,053.48
EFT004049	INT013	International Fabricating & Ma	February 4, 2021	\$69.16
EFT004050	JAN005	Janisse, Chris	February 4, 2021	\$24.00
EFT004051	KEN002	Ken Lapain & Sons Ltd.	February 4, 2021	\$3,126.66
EFT004052	KNI001	Knight, James	February 4, 2021	\$24.00
EFT004053	LAN010	Landscape Effects Group	February 4, 2021	\$11,305.65
EFT004054	MAR053	Marchand, Shawn	February 4, 2021	\$24.00
EFT004055	MCC027	McCoy, Matt	February 4, 2021	\$24.00
EFT004056	OND001	Ondic, Dale	February 4, 2021	\$12.00
EFT004057	PLA008	Plant Products Inc.	February 4, 2021	\$512.17
EFT004058	PUR001	Purolator Inc.	February 4, 2021	\$254.79
EFT004059	RCS001	RC Spencer Associates Inc.	February 4, 2021	\$5,377.67
EFT004060	RIV009	Riverside Elevators	February 4, 2021	\$135.60
EFT004061	SCL001	Stantec Consulting Ltd.	February 4, 2021	\$15,255.00
EFT004062	SKY004	SkyMobile	February 4, 2021	\$4,418.30
EFT004063	SNI001	Snively, Lawrence	February 4, 2021	\$169.92
EFT004064	SOU007	Southwestern Sales Corporation	February 4, 2021	\$2,160.57
EFT004065	SOU016	Sound Barriers	February 4, 2021	\$238.50
EFT004066	TSC002	Peavey Industries LP	February 4, 2021	\$131.46
EFT004067	VAL009	Valvoline Express Care	February 4, 2021	\$114.62
EFT004068	VIC007	Vickerd, Josh	February 4, 2021	\$24.00
EFT004069	VIK001	Viking Cives Ltd	February 4, 2021	\$501.70
EFT004070	WOL002	Wolf Hooker Professional Corpo	February 4, 2021	\$508.50
EFT004071	WOL004	Wolseley Canada Inc	February 4, 2021	\$546.24
EFT004072	AGR002	Agris Co-Operative Ltd.	February 11, 2021	\$4,074.35
EFT004073	APP005	Applied Computer Solutions Inc	February 11, 2021	\$141.25
EFT004074	ARN004	Arnel, Richard	February 11, 2021	\$288.15
EFT004075	BEZ001	Bezaire, Mike	February 11, 2021	\$1,787.10
EFT004076	BOW001	Bowman, Morley	February 11, 2021	\$110.68
EFT004077	CAN001	K & S Windsor Salt Ltd	February 11, 2021	\$25,045.87





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Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT004078	CAN037	Canadian Diesel Services	February 11, 2021	\$203.93
EFT004079	CHE003	Checker Industrial Ltd	February 11, 2021	\$696.06
EFT004080	CIM001	CIMCO Refrigeration	February 11, 2021	\$1,159.20
EFT004081	CLS001	Canadian Linen and Uniform Ser	February 11, 2021	\$247.24
EFT004082	COR004	Corporate Billing	February 11, 2021	\$1,726.53
EFT004083	COU023	CountrySide Drilling Ltd.	February 11, 2021	\$7,556.88
EFT004084	CTY002	County of Essex	February 11, 2021	\$3,403.87
EFT004085	CUL001	Culligan Water	February 11, 2021	\$126.87
EFT004086	DAV013	Davey Tree Expert Co. of Canad	February 11, 2021	\$7,435.40
EFT004087	DIL001	Dillon Consulting Ltd.	February 11, 2021	\$23,267.27
EFT004088	EAS004	Easy-Kleen Pressure Systems Lt	February 11, 2021	\$163.13
EFT004089	ELK001	E.L.K. Solutions Inc	February 11, 2021	\$6,915.15
EFT004090	EMC002	EMCO Corporation	February 11, 2021	\$456.29
EFT004091	GIL008	Gillett Roofing Inc.	February 11, 2021	\$40,555.70
EFT004092	GRE003	Greater Essex County District	February 11, 2021	\$16,162.35
EFT004093	GRE005	Green Shield Canada	February 11, 2021	\$53,772.65
EFT004094	HAM010	Hamilton, Nathan	February 11, 2021	\$115.49
EFT004095	INT013	International Fabricating & Ma	February 11, 2021	\$60.00
EFT004096	JAC001	Jack's Auto Service	February 11, 2021	\$859.85
EFT004097	JEF001	Jeff Shepley Excavating Ltd.	February 11, 2021	\$1,107.51
EFT004098	JEF003	Jeffrey, Ed	February 11, 2021	\$320.00
EFT004099	JUT001	Jutzi Water Technologies	February 11, 2021	\$96.05
EFT004100	KRI004	KRIS KELLY SIGNS WINDSOR LTD	February 11, 2021	\$446.35
EFT004101	LAN010	Landscape Effects Group	February 11, 2021	\$13,627.80
EFT004102	LEK001	Lekter Industrial Services Inc	February 11, 2021	\$21,242.87
EFT004103	MAJ004	Majors McGuire Inc.	February 11, 2021	\$322.05
EFT004104	MYE002	Myers Truck & Trailer Repair	February 11, 2021	\$820.38
EFT004105	ONT016	Ontario Clean Water Agency	February 11, 2021	\$18,175.49
EFT004106	PRO022	Protective Barrier Solutions	February 11, 2021	\$4,531.30
EFT004107	RCA001	RCAP Leasing Inc.	February 11, 2021	\$168.24
EFT004108	REG001	Reg Clark Truck Ltd	February 11, 2021	\$19,782.64
EFT004109	SKY004	SkyMobile	February 11, 2021	\$2,293.90
EFT004110	SNY001	Snyder Automotive	February 11, 2021	\$496.65
EFT004111	SUN002	Sun Life Assurance Company of	February 11, 2021	\$20,915.52
EFT004112	TOR004	Toromont Industries Ltd	February 11, 2021	\$140.05
EFT004113	TOW011	Town of Lakeshore	February 11, 2021	\$12,711.21
EFT004114	TSC002	Peavey Industries LP	February 11, 2021	\$370.60
EFT004115	WAD001	Waddick Fuels	February 11, 2021	\$368.83
EFT004116	WAS004	Waste Connections of Canada In	February 11, 2021	\$1,252.64
EFT004117	WOL002	Wolf Hooker Professional Corpo	February 11, 2021	\$994.12
EFT004118	WOL004	Wolseley Canada Inc	February 11, 2021	\$864.99
EFT004119	WUR001	Wurth Canada Limited	February 11, 2021	\$157.07
EFT004120	XER001	Xerox Canada	February 11, 2021	\$789.33
EFT004121	183943	1839431 Ontario Ltd	February 18, 2021	\$8,564.84
EFT004122	AGR002	Agris Co-Operative Ltd.	February 18, 2021	\$1,807.74
EFT004123	AIR001	Air Liquide Canada Inc.	February 18, 2021	\$22.42
EFT004124	BAK006	Baker, Glen	February 18, 2021	\$214.69
EFT004125	BEZ001	Bezaire, Mike	February 18, 2021	\$5,512.53
EFT004126	BJO001	Bjorkman, Stephen	February 18, 2021	\$1,084.68
EFT004127	BOW001	Bowman, Morley	February 18, 2021	\$103.90
EFT004128	BRA029	Brandt	February 18, 2021	\$10.70
EFT004129	CAK001	Cakebread, Cynthia	February 18, 2021	\$131.71
EFT004130	CAN001	K & S Windsor Salt Ltd	February 18, 2021	\$47,563.05
EFT004131	CAR011	Carrier Centers	February 18, 2021	\$840.22
EFT004132	CAR030	Cardinal Couriers Ltd	February 18, 2021	\$237.79
EFT004133	CIN001	Cintas Canada Limited	February 18, 2021	\$261.54
EFT004134	CLA007	Classic Displays	February 18, 2021	\$593.25
EFT004135	CLS001	Canadian Linen and Uniform Ser	February 18, 2021	\$515.46
EFT004136	COL001	Colenutt Signs Limited	February 18, 2021	\$271.20
EFT004137	COR004	Corporate Billing	February 18, 2021	\$95.96
EFT004138	CTY002	County of Essex	February 18, 2021	\$5,151.51
EFT004139	CUL001	Culligan Water	February 18, 2021	\$31.58
EFT004140	CUP001	Canadian Union of Public Emplo	February 18, 2021	\$2,552.29
EFT004141	DEL013	Delta Power Equipment	February 18, 2021	\$480.85





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Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT004142	EMC002	EMCO Corporation	February 18, 2021	\$1,947.49
EFT004143	EMP006	Empire Business Continuity Con	February 18, 2021	\$536.07
EFT004145	ESS030	Essex Windsor Solid Waste Auth	February 18, 2021	\$59,589.99
EFT004146	EVA001	Evans Utility & Municipal Prod	February 18, 2021	\$2,612.11
EFT004147	FEE001	The Feed Store	February 18, 2021	\$247.20
EFT004148	GRE001	Great Lakes Safety Products	February 18, 2021	\$693.71
EFT004149	HAR001	The Harrow News & County Print	February 18, 2021	\$1,087.35
EFT004150	HOL001	Holland Cleaning Solutions Ltd	February 18, 2021	\$913.76
EFT004151	HUR007	Hurricane SMS Inc.	February 18, 2021	\$4,915.52
EFT004152	JUT001	Jutzi Water Technologies	February 18, 2021	\$96.05
EFT004153	LAN010	Landscape Effects Group	February 18, 2021	\$11,367.80
EFT004154	MAJ004	Majors McGuire Inc.	February 18, 2021	\$107.35
EFT004155	OME001	OMERS	February 18, 2021	\$100,808.94
EFT004156	ONT016	Ontario Clean Water Agency	February 18, 2021	\$47,040.03
EFT004157	PUR001	Purolator Inc.	February 18, 2021	\$72.61
EFT004158	RCS001	RC Spencer Associates Inc.	February 18, 2021	\$4,073.09
EFT004159	REG001	Reg Clark Truck Ltd	February 18, 2021	\$328.41
EFT004160	STI007	Stinson Equipment	February 18, 2021	\$11,483.68
EFT004161	TOR004	Toromont Industries Ltd	February 18, 2021	\$180.01
EFT004162	TOW011	Municipality of Lakeshore	February 18, 2021	\$24,594.77
EFT004163	TRE004	Tremblar Building Supplies	February 18, 2021	\$80.23
EFT004164	TSC002	Peavey Industries LP	February 18, 2021	\$4,063.56
EFT004165	TWO001	Two Way Automotive	February 18, 2021	\$55.63
EFT004166	WAD001	Waddick Fuels	February 18, 2021	\$420.36
EFT004167	WAS004	Waste Connections of Canada In	February 18, 2021	\$1,252.95
EFT004168	WIN027	Windsor Starter's Powerhouse	February 18, 2021	\$15.82
EFT004169	WOL004	Wolseley Canada Inc	February 18, 2021	\$565.00
EFT004170	WOR010	Work Authority	February 18, 2021	\$1,003.38
EFT004171	XER001	Xerox Canada	February 18, 2021	\$4,374.62
EFT004172	120001	1206662 Ontario Ltd	February 25, 2021	\$11,130.50
EFT004173	AGR002	Agris Co-Operative Ltd.	February 25, 2021	\$5,126.20
EFT004174	AUT001	Auto Barn Parts	February 25, 2021	\$2.20
EFT004175	BAR003	Barron, Jack	February 25, 2021	\$344.77
EFT004176	BEZ001	Bezaire, Mike	February 25, 2021	\$831.50
EFT004177	CAN001	K & S Windsor Salt Ltd	February 25, 2021	\$35,528.82
EFT004178	CAN037	Canadian Diesel Services	February 25, 2021	\$454.40
EFT004179	CLA007	Classic Displays	February 25, 2021	\$577.72
EFT004180	COM030	Commercial Cleaning Services	February 25, 2021	\$5,446.60
EFT004181	COR004	Corporate Billing	February 25, 2021	\$1,366.49
EFT004182	CUL004	Culinary Tourism Alliance	February 25, 2021	\$10,303.16
EFT004183	DIL001	Dillon Consulting Ltd.	February 25, 2021	\$4,042.01
EFT004184	ESS019	Essex Home Hardware	February 25, 2021	\$1,788.75
EFT004185	ESS084	Essex County K9 Services	February 25, 2021	\$2,648.14
EFT004186	GRA025	Grand & Toy	February 25, 2021	\$476.52
EFT004187	GRE001	Great Lakes Safety Products	February 25, 2021	\$137.62
EFT004188	GRE003	Greater Essex County District	February 25, 2021	\$12,505.00
EFT004189	HAM010	Hamilton, Nathan	February 25, 2021	\$12.00
EFT004190	HHH001	Harrow Home Hardware	February 25, 2021	\$2,584.55
EFT004191	HOL001	Holland Cleaning Solutions Ltd	February 25, 2021	\$2,350.66
EFT004192	HUR007	Hurricane SMS Inc.	February 25, 2021	\$3,299.61
EFT004193	JAC001	Jack's Auto Service	February 25, 2021	\$1,290.15
EFT004194	LAC007	Lacasse Spg	February 25, 2021	\$10,695.22
EFT004195	LAN010	Landscape Effects Group	February 25, 2021	\$22,461.58
EFT004196	MON001	Monarch Office Supply Inc.	February 25, 2021	\$36.16
EFT004197	OEC001	OE Canada Inc.	February 25, 2021	\$1,111.92
EFT004198	ONT024	Ontario Municipal Human	February 25, 2021	\$516.41
EFT004199	PRO022	Protective Barrier Solutions	February 25, 2021	\$779.70
EFT004200	PUR001	Purolator Inc.	February 25, 2021	\$180.02
EFT004201	RCA001	RCAP Leasing Inc.	February 25, 2021	\$84.12
EFT004202	ROO002	Rood Engineering	February 25, 2021	\$35,383.69
EFT004203	SCL001	Stantec Consulting Ltd.	February 25, 2021	\$3,652.66
EFT004204	STA030	Stationery & Stuff Inc.	February 25, 2021	\$49.71
EFT004205	TWO001	Two Way Automotive	February 25, 2021	\$42.57
EFT004206	WAD001	Waddick Fuels	February 25, 2021	\$2,877.06



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Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT004207	WHI019	White's Wearparts Ltd.	February 25, 2021	\$1,090.45
EFT004208	WIN010	Windsor-Essex County Humane So	February 25, 2021	\$175.00
EFT004209	WIN027	Windsor Starter's Powerhouse	February 25, 2021	\$542.40
EFT004210	WOR010	Work Authority	February 25, 2021	\$62.14
EFT004211	XER001	Xerox Canada	February 25, 2021	\$14.43
Total Cheques				\$1,716,984.04



Preauthorized Payments for February 2021

Date	Vendor	Description	Amount
February 1, 2021	API Alarm Monitoring	Miscellaneous Payment	\$22.60
February 16, 2021	957590 Global Leasing	Bill Payment	\$319.89
February 3, 2021	Allstream	Bill Payment	\$2.44
February 3, 2021	Allstream	Bill Payment	\$2.44
February 3, 2021	Allstream	Bill Payment	\$2.50
February 3, 2021	Allstream	Bill Payment	\$4.49
February 1, 2021	Allstream	Bill Payment	\$45.65
February 3, 2021	Allstream	Bill Payment	\$65.81
February 3, 2021	Allstream	Bill Payment	\$65.81
February 3, 2021	Allstream	Bill Payment	\$65.88
February 9, 2021	Allstream	Bill Payment	\$66.56
February 3, 2021	Allstream	Bill Payment	\$73.63
February 3, 2021	Allstream	Bill Payment	\$74.85
February 3, 2021	Allstream	Bill Payment	\$76.73
February 9, 2021	Allstream	Bill Payment	\$102.58
February 3, 2021	Allstream	Bill Payment	\$120.38
February 3, 2021	Allstream	Bill Payment	\$170.45
February 9, 2021	Allstream	Bill Payment	\$224.54
February 16, 2021	BAM Fee	Lease Payment	\$10.50
February 25, 2021	Bell Canada	Bill Payment	\$68.76
February 26, 2021	Bell Canada	Bill Payment	\$81.37
February 23, 2021	Bell Canada	Bill Payment	\$102.50
February 23, 2021	Bell Canada	Bill Payment	\$155.27
February 16, 2021	Bell Canada	Bill Payment	\$163.08
February 23, 2021	Bell Canada	Bill Payment	\$164.92
February 23, 2021	Bell Canada	Bill Payment	\$200.06
February 19, 2021	Bell Canada	Bill Payment	\$226.96
February 2, 2021	Bell Canada	Bill Payment	\$385.86
February 22, 2021	Cogeco Connexion	Bill Payment	\$101.64
February 8, 2021	Cogeco Connexion	Bill Payment	\$124.24
February 9, 2021	Cogeco Connexion	Bill Payment	\$137.74
February 8, 2021	Cogeco Connexion	Bill Payment	\$141.13
February 1, 2021	Cogeco Connexion	Bill Payment	\$141.19
February 8, 2021	Cogeco Connexion	Bill Payment	\$169.44
February 2, 2021	Dell Finance	Lease Payment	\$87.22
February 22, 2021	Dell Finance	Lease Payment	\$164.77
February 16, 2021	Dell Finance	Lease Payment	\$699.43
February 16, 2021	Dell Finance	Lease Payment	\$939.50
February 26, 2021	Dell Finance	Lease Payment	\$2,490.73
February 22, 2021	ELK Energy	Bill Payment	\$12.73
February 17, 2021	ELK Energy	Bill Payment	\$14.24
February 22, 2021	ELK Energy	Bill Payment	\$14.24
February 22, 2021	ELK Energy	Bill Payment	\$14.24
February 22, 2021	ELK Energy	Bill Payment	\$16.54
February 22, 2021	ELK Energy	Bill Payment	\$19.69
February 22, 2021	ELK Energy	Bill Payment	\$19.69
February 22, 2021	ELK Energy	Bill Payment	\$19.69
February 22, 2021	ELK Energy	Bill Payment	\$19.69
February 22, 2021	ELK Energy	Bill Payment	\$19.86
February 17, 2021	ELK Energy	Bill Payment	\$24.23
February 22, 2021	ELK Energy	Bill Payment	\$27.30
February 22, 2021	ELK Energy	Bill Payment	\$28.64
February 22, 2021	ELK Energy	Bill Payment	\$30.53
February 22, 2021	ELK Energy	Bill Payment	\$30.92
February 22, 2021	ELK Energy	Bill Payment	\$32.62
February 22, 2021	ELK Energy	Bill Payment	\$33.16
February 22, 2021	ELK Energy	Bill Payment	\$35.81
February 22, 2021	ELK Energy	Bill Payment	\$39.48
February 17, 2021	ELK Energy	Bill Payment	\$39.71
February 22, 2021	ELK Energy	Bill Payment	\$40.77



Preauthorized Payments for February 2021

Date	Vendor	Description	Amount
February 22, 2021	ELK Energy	Bill Payment	\$40.37
February 22, 2021	ELK Energy	Bill Payment	\$43.93
February 22, 2021	ELK Energy	Bill Payment	\$46.08
February 17, 2021	ELK Energy	Bill Payment	\$48.16
February 22, 2021	ELK Energy	Bill Payment	\$49.45
February 22, 2021	ELK Energy	Bill Payment	\$55.94
February 22, 2021	ELK Energy	Bill Payment	\$60.60
February 22, 2021	ELK Energy	Bill Payment	\$104.85
February 22, 2021	ELK Energy	Bill Payment	\$105.53
February 17, 2021	ELK Energy	Bill Payment	\$109.27
February 22, 2021	ELK Energy	Bill Payment	\$124.46
February 22, 2021	ELK Energy	Bill Payment	\$134.71
February 22, 2021	ELK Energy	Bill Payment	\$134.71
February 22, 2021	ELK Energy	Bill Payment	\$148.22
February 17, 2021	ELK Energy	Bill Payment	\$152.35
February 22, 2021	ELK Energy	Bill Payment	\$186.59
February 22, 2021	ELK Energy	Bill Payment	\$195.18
February 22, 2021	ELK Energy	Bill Payment	\$205.00
February 22, 2021	ELK Energy	Bill Payment	\$222.52
February 22, 2021	ELK Energy	Bill Payment	\$225.55
February 22, 2021	ELK Energy	Bill Payment	\$405.86
February 22, 2021	ELK Energy	Bill Payment	\$589.54
February 22, 2021	ELK Energy	Bill Payment	\$620.99
February 17, 2021	ELK Energy	Bill Payment	\$697.96
February 22, 2021	ELK Energy	Bill Payment	\$713.33
February 22, 2021	ELK Energy	Bill Payment	\$885.54
February 22, 2021	ELK Energy	Bill Payment	\$1,695.03
February 22, 2021	ELK Energy	Bill Payment	\$1,901.04
February 24, 2021	ELK Energy	Bill Payment	\$5,049.87
February 22, 2021	ELK Energy	Bill Payment	\$6,453.60
February 22, 2021	ELK Energy	Bill Payment	\$6,639.38
February 22, 2021	ELK Energy	Bill Payment	\$9,278.25
February 24, 2021	ELK Energy	Bill Payment	\$10,871.97
February 22, 2021	ELK Energy	Bill Payment	\$20,245.83
February 8, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.57
February 8, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$66.57
February 4, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$90.06
February 22, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$116.64
February 23, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$127.28
February 25, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$173.09
February 4, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$212.10
February 1, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$235.81
February 22, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$279.48
February 8, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$371.09
February 22, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$471.82
February 22, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$501.27
February 1, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$512.98
February 4, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$666.06
February 4, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$679.01
February 24, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$722.35
February 3, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$751.45
February 8, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$956.30
February 2, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$993.80
February 25, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$1,249.26
February 4, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$1,671.14
February 25, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$5,026.14
February 25, 2021	GFL (WDS)	Miscellaneous Payment	\$158.20
February 25, 2021	GFL (WDS)	Miscellaneous Payment	\$56,458.29
February 11, 2021	Hydro One	Bill Payment	\$5.80
February 23, 2021	Hydro One	Bill Payment	\$497.80



Preauthorized Payments for February 2021

Date	Vendor	Description	Amount
February 17, 2021	Hydro One	Bill Payment	\$32.52
February 17, 2021	Hydro One	Bill Payment	\$32.52
February 22, 2021	Hydro One	Bill Payment	\$32.74
February 25, 2021	Hydro One	Bill Payment	\$33.55
February 22, 2021	Hydro One	Bill Payment	\$37.28
February 18, 2021	Hydro One	Bill Payment	\$42.65
February 1, 2021	Hydro One	Bill Payment	\$45.98
February 16, 2021	Hydro One	Bill Payment	\$61.90
February 17, 2021	Hydro One	Bill Payment	\$99.27
February 22, 2021	Hydro One	Bill Payment	\$110.46
February 8, 2021	Hydro One	Bill Payment	\$127.02
February 10, 2021	Hydro One	Bill Payment	\$220.73
February 16, 2021	Hydro One	Bill Payment	\$443.66
February 23, 2021	Hydro One	Bill Payment	\$510.63
February 23, 2021	Hydro One	Bill Payment	\$540.44
February 17, 2021	Hydro One	Bill Payment	\$582.09
February 18, 2021	Hydro One	Bill Payment	\$912.64
February 1, 2021	Hydro One	Bill Payment	\$1,305.17
February 10, 2021	Hydro One	Bill Payment	\$3,209.31
February 11, 2021	Hydro One	Bill Payment	\$6,873.03
February 22, 2021	Hydro One	Bill Payment	\$8,144.57
February 16, 2021	Hydro One	Bill Payment	\$10,102.19
February 10, 2021	Ontario Clean Water	Miscellaneous Payment	\$91,235.02
February 26, 2021	Reliance Comfort	Bill Payment	\$16.95
February 23, 2021	Reliance Comfort	Bill Payment	\$22.60
February 23, 2021	Reliance Comfort	Bill Payment	\$28.70
February 25, 2021	Reliance Comfort	Bill Payment	\$28.70
February 26, 2021	Reliance Comfort	Bill Payment	\$28.70
February 17, 2021	Reliance Comfort	Bill Payment	\$33.90
February 26, 2021	Reliance Comfort	Bill Payment	\$159.10
February 25, 2021	Superpass	Bill Payment	\$250.71
February 16, 2021	Telus Mobility	Bill Payment	\$2,863.65
February 10, 2021	US Bank	Bill Payment	\$23,316.50
February 1, 2021	Union Water WBP	Bill Payment	\$39,765.78
Total Pre-Authorized Payments			\$341,040.60



Payroll for February 2021

Pay Week Ending	Pay Date	Amount
January 30, 2021	February 4, 2021	\$81,801.19
February 6, 2021	February 11, 2021	\$88,318.87
February 13, 2021	February 18, 2021	\$82,276.92
February 20, 2021	February 25, 2021	\$86,325.73
Council Remuneration	February 25, 2021	\$11,854.52
Total		\$350,577.23

# **The Corporation of the Town of Essex**

## **By-Law Number 1987**

### **Being a by-law to provide for the Relocation of the Rush Drain, Former Township of Colchester North Now in the Town of Essex, File No. 19-1023**

**Whereas** the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the Relocation of the Rush Drain, Former Township of Colchester North Now in the Town of Essex, File No. 19-1023.

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

**And Whereas** an Engineers Drainage report dated January 8, 2021 and considered by the Drainage Board at its January 21, 2021 Consideration of Report meeting, has been procured and made by Tim R. Oliver, Professional Engineer, Dillon Consulting and that the said report is attached hereto and forms part of this by-law as Schedule "A" hereto;

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

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

1. That the considered report dated January 8, 2021 and attached hereto as Schedule A to this By-law is hereby adopted and that the said drainage works and/or improvements as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$1,024,500, the amount necessary for the construction of the said drainage works.
3. Save and except for the properties identified as "Block B" in the Report attached hereto as Schedule 'A' to this By-law, the Corporation may issue debentures in respect of the lands identified in the Schedule(s) to the Report, in

accordance with and as further described below, for the amount borrowed less the total amount of:

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

and such debentures shall be made payable: a) in the case of assessments in value of between \$1,500.00 and \$7,500.00 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s); or b) in the case of assessments in value greater than \$7,500.00 , within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s)

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of less than \$ 1,500.00 are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "Relocation of the Rush Drain".

**Read a first and a second time and provisionally adopted on February 1, 2021.**

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Mayor



\_\_\_\_\_  
Clerk

**Read a third time and finally passed on**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **The Corporation of the Town of Essex**

### **By-Law Number 1996**

#### **Being a by-law to confirm the proceedings of the March 15, 2021, 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 15, 2021 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 15, 2021 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 15, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally adopted on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Town of Essex**  
**By-Law Number 1999**  
**Being a by-law to Appoint a**  
**By-Law Enforcement Officer**  
**for the Town of Essex**

**Whereas**, Section 224(d) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto provides that one of the roles of Council is to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;

**And whereas**, Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto provides that it is the role of the officers and employees of the municipality:

- a) To implement council's decisions and establish administrative practices and procedures to carry out council's decisions;
- b) To undertake research and provide advice to council on the policies and programs of the municipality; and
- c) To carry out other duties required under this or any Act and other duties assigned by the municipality.

**And whereas**, Section 15 of the Police Services Act, R.S.O. 1990 and amendments thereto allows for Councils to appoint persons to enforce the By-Laws of the municipality;

**And whereas**, the Town of Essex is desirous of appointing a By-Law Enforcement Officer;

**Now therefore**, be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That Mike Diemer shall be appointed as a By-Law Enforcement Officer for the Corporation of the Town of Essex effective immediately and with full authority to enforce the by-laws of the Municipality;
2. That this By-Law shall come into full force and effect upon the final passage thereof.

**Read a first, a second and a third time and finally passed on April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Town of Essex**  
**By-Law Number 2001**  
**Being a by-law to authorize the execution of**  
**an Agreement between The Corporation of**  
**the Town of Essex and St Clair College of**  
**Applied Arts and Technology**

**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**, on February 6, 2017 The Corporation of the Town of Essex (the "Town") pursuant to By-law 1579 did enter into a Memorandum of Understanding expiring December 31, 2020 between the Town and St Clair College of Applied Arts and Technology with respect to the Town providing temporary access and use of certain of its facilities for the purposes of allowing the College to conduct non-emergency response training drills and exercises, including live fire training as part of its Pre-Service Firefighter Education and Training Program;

**And whereas**, the Town and St Clair College of Applied Arts and Technology are desirous of entering into such further agreement with respect to the Town providing temporary access and use of certain of its facilities for the purposes of allowing the College to conduct non-emergency response training drills and exercises, including live fire training as part of its Pre-Service Firefighter Education and Training Program

**And whereas**, such further agreement shall be pursuant to the Memorandum of Understanding Agreement ("Agreement") attached hereto as Schedule "A" to this By-law which MOU shall commence with an effective date of April 1, 2021 and continue in effect until December 31, 2025.

**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 this By-law 2001 and the Agreement between The Corporation of the Town of Essex and St Clair College of Applied Arts and Technology, attached hereto as Schedule "A" to By-Law Number 2001.
2. That this By-Law shall come into full force upon the final passing thereof.

**Read a first, second and third time and finally passed on April 6, 2021.**

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Mayor

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Clerk

## Memorandum of Understanding (MOU)

**BETWEEN:**

### THE CORPORATION OF THE TOWN OF ESSEX

(hereinafter the "Corporation :)

- and -

### ST CLAIR COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(hereinafter the "College")

**WHEREAS** the Corporation is the owner and occupier of certain lands and premises, and Fire Department apparatus and equipment, situated at Fire Station #1 located at 55 Alice Street, Essex, Ontario, Fire Station #2 located at 2610 County Road 12, Gesto, Ontario, and Fire Station #3 located at 25 Centre Street East, Harrow, Ontario and more particularly described as the "fire station/apparatus floor" and "meeting rooms" and "fire apparatus and equipment" at each Fire Station, and the lands and premises located at the pollution control plant located at 3400 North Malden Road.

**AND WHEREAS** the College is desirous of using the aforementioned land and premises for the purpose of conducting non-emergency response training drills and exercises, including live fire training as part of its Pre-Service Firefighter Education and Training Program (hereinafter the "**Program**");

**NOW THEREFORE** in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the College agree as follows:

1. It is understood and acknowledged by the parties herein that the Corporation is not the employer of the student trainees who are enrolled in the College's Program (Preceptees) or the Trainers (Preceptors) to whom they are assigned.
2. In this Agreement, the term **Preceptor** shall conclusively mean an experienced firefighter who functions as a resource person for the student enrolled in the Program assisting him or her in achieving the Program's overall goals and, is at all times during the course and duration of the program, an employee of the College.
3. In this Agreement' the term **Preceptee** shall conclusively mean a student enrolled in the College's Program and who is not, at any time during his or her attendance at and/or participation in the Program, an employee of the Corporation.
4. The Corporation agrees to provide access to and use of the land and premises, including fire apparatus and equipment with the Fire Chief's consent, to the College for use by it in conducting its program, upon the following further terms and conditions:



- (i) The term of this Agreement shall be consistent with the program and as shall commence on **April 1 2021** and shall continue in full force and effect until **December 31, 2025** at which time this Agreement shall terminate, and there shall be no further obligation as between the parties herein.`
- (ii) The Preceptees are not to be considered staff for compliment or staffing purposes with the Corporation. Neither are the Preceptees to be used as replacement for current staff or staff vacancies at the Corporation and are not to be considered as part of any minimum staffing calculations.
- (iii) Prior to commencing their Program, the Preceptees shall receive health and safety orientation, including WHMIS training, from a qualified staff person of the College and the College shall provide of proof of same to the Corporation in advance of the Program commencement date.
- (iv) The College shall upon reasonable request from the Town of Essex provide any relevant documents pertaining to health and safety, and or environmental protection procedures regarding training evolutions conducted at the facility.
- (v) At no time, and under no circumstances, will the Preceptees or the Preceptors be allowed to perform in any emergency response operations of the Corporation during their involvement in the Program.
- (vi) Prior to the commencement of the Program, the College will advise the Corporation of the number of Preceptees, start dates, and who the assigned Preceptors will be.
- (vii) The Corporation's land and premises, to be used by the College for its Program includes specifically the following:
  - (a) The Corporation's Fire Station#1, located at 55 Alice Street, Essex, Ontario;
  - (b) The Corporation's Fire Station #2, located at 2610 County Road 12, Gesto, Ontario, and
  - (c) The Corporation's Fire Station #3, located at 25 Centre Street East, Harrow, Ontario
  - (d) The Corporation's Pollution Control Plant located at 3400 North Malden Road
- (viii) The College acknowledges and assumes full and complete responsibility to clean and maintain all land and premises, described above, and used by the College in its Program, in a good state of repair. The College further acknowledges that the said lands and premises and equipment shall remain and be considered the exclusive property of the Corporation at all times and shall be surrendered to the Corporation, in good condition, promptly at the time of the completion of the Program. It is further understood that during the course of the Program only equipment that has been pre-authorized for use by the Fire Chief or his designate will be utilized.
- (ix) The College will construct and maintain to a professional and appealing standard "shipping container" live, class a fire burn building on the property outlined in section (VI), subsection (d) of this agreement.
- (x) The College will create an operational guideline for use of the facility outlined in section (viii)
- (xi) The College shall assume all responsibility for any loss, damage, and/or theft of the Corporation's lands, premises and related equipment that occurs as a result of the College's use thereof.
- (xii) The College shall assume full responsibility for the actions and/or conduct of the Preceptees, Preceptors and partners participating in the Program or using the facility at all times while they are on and/or using the Corporation's lands and premises.
- (xiii) The essential management of the facility resides with St. Clair College and Town of Essex (Essex Fire and Rescue). The primary program was designed for purpose of conducting non-emergency training drills and

exercises, which include live fire training as part of the Pre-Service Firefighter Education and Training Program and Essex Fire and Rescue annual certification. The following Fire Service Partners have indicated a willingness to utilize the facility should it become available.

- Town of Kingsville
- Town of Leamington
- Town of Tecumseh
- Town of Lakeshore

Potential usage indicated by the following;

- Town of Amherstburg
- City of Windsor
- Municipality of Chatham-Kent
- Michigan Fire Services

(xiv) The College shall assume full responsibility of scheduling the college usage of the facility located on the Corporation's lands and premises.

(xv) The Town of Essex (Essex Fire and Rescue) will assume the notification process of usage of the facility. Partners using facility will have to provide following information for notification:

- Partner agency using facility
- Training Officer in charge of exercise
- Training Officer contact phone number
- Date of training
- Start time of training
- Finish time of training

This information will be emailed to the following parties;

- Coordinator / Instructor St. Clair College
- Fire Chief – Town of Essex
- Deputy Fire Chief – Town of Essex
- Partner using facility
- Director Infrastructure and Development
- Manager Public Works
- Assistant Manager Public Works
- Health and Safety Committee Public Works

A notification will go out on Friday at 12:00 (Noon) to advise of upcoming week training sessions planned and who is scheduled for the training, from Monday through Sunday. There will also be a daily reminder notice every morning at 6:30 A.M. of daily training.

(xvi) The Preceptees and Preceptors shall sign a Confidentiality Agreement and a Release from Liability Form in the Form attached hereto and marked as Schedule "A" and "B" respectively prior to commencing their placement in the Program.

(xvii) The College, shall, at all times during the duration of the Program, provide all Preceptees and Preceptors with appropriate WSIB coverage and shall, at all times, be required to pay the applicable workplace insurance costs. The College shall therefore assume responsibility for all the related premiums and accident costs for purpose of WSIB. The College will provide proof to the Corporation that it has appropriate WSIB coverage. The College shall not cancel its WSIB coverage at any time throughout the duration of the program. The College recognizes that it is obligated to report and pay premiums based

on the required insurable earnings to cover the Preceptees and Preceptors and to report any work-related injuries/diseases sustained by either the Preceptees or Preceptors.

- (xviii) The College represents and warrants to the Corporation that it has in place insurance coverage referable to the Preceptees and Preceptors involved in place insurance coverage referable to the Preceptees and Preceptors the Program for any and all property damage, loss and/or injury to persons that may occur during the course of the Program at a limit of no less than five million dollars (\$5,000,000.00)
- (xix) At all times during the term of this Agreement, the College shall maintain at its own expense, comprehensive general public liability insurance against claims for personal injury, death and property damage or loss for an amount not less than \$5,000,000.00 per occurrence with no annual aggregate limit. The insurance policy must cover the activities of the College, Preceptee and Preceptors. The insurance must name the Town of Essex as an additional named insured. The College shall provide proof to the Corporation of the requisite insurance coverage.
- (xx) Notwithstanding anything contained in this Agreement, the Corporation may, in its discretion, terminate this Agreement without notice, for cause. Cause shall include, but not be limited to, the following:
  - 1. Use of the Corporation's equipment without prior consent by the Fire Chief or designate Fire Officer;
  - 2. Infraction of the rules, policies and/or regulations established by the Corporation;
  - 3. Any misconduct that has a negative impact on the efficiencies of the Corporation's operations; or,
  - 4. The breach of any term of this Agreement.
- (xxi) The College training evolutions on site shall consist of the following elements;
  - Passenger Vehicle Fire
  - Passenger Vehicle Extrication
  - Fire Control - Exterior Combustibles
  - Fire Control – Interior Structure Fire
  - Fire Control – Exterior Liquid Fire
  - Fire Control – Coordinate Interior Attack Team
  - Fire Control – Flammable Gas Cylinder Fire
  - Fire Control – Ground Cover Fire

St. Clair College Preceptees are required to complete the above job performance requirements in order to succeed with Office of the Fire Marshal testing and certification. Additionally, the college will be able to offer the use of this facility to our fire service partners who are also required to complete these skills on an annual basis.

- (xxii) The College shall make payment in the amount of \$50.00 per session, for the use of the lands and premises including classroom/meeting rooms and facilities, described in paragraph 1 of the preamble. This \$50.00 fee does not include the use of fire apparatus. The College will make payment in the amount of \$300.00 per session for the use of any Fire Apparatus. This \$300.00 fee includes the use of the classroom/meeting room and facilities for that session. The College will also make payment to cover the wages of an Essex Firefighter employed by the Corporation to operate the fire apparatus/pump for the duration of the training day. The College will be invoiced for the total hours that the Essex Firefighter worked for the scheduled session at the current "Town of Essex Firefighter's Wages and Benefit Agreement". When the College utilizes a water/fire hydrant for a practical session and is pumping water for an extended period of time a flat charge of \$100.00 will be assessed to the College on a per session schedule. This fee will be determined and assessed to the College at the discretion of the Fire Chief.

- (xxiii) The College and all partners shall make every effort to limit the number of vehicles parted on site. All participants can park in parking lot at Essex Fire Station 1, 55 Alice Street North and car pool to facility.
- (xxiv) Automobiles used in evolutions must have all flammable and combustible liquids removed from vehicle. Also, all batteries, power sources and any vehicle having compressed gas cylinders must also be removed. The number of vehicles on site shall be limited to a reasonable number of vehicles required for the training evolution and class size. The vehicles intended for training evolutions shall only be stored on site no more than five (5) days prior to commencement of training evolution, and shall be removed no more than five (5) days following completion of training evolution used for. Deviation from this procedure will need approval from the Fire Chief.

5. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof and supersedes and completely and irrevocably terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the parties. The parties acknowledge and agree that there are no written or oral agreements, understandings or representations, directly or indirectly related to this Agreement that are not set forth herein.
6. This Agreement may be altered or amended in any of its provisions only by the mutual written agreement of the parties hereto. This Agreement may not be amended orally in any respect.
7. This Agreement can be terminated by any parties at any time with 30 days written notice.

**IN WITNESS WHEREOF** the Corporation and the College have executed this Agreement.

**THE CORPORATION OF THE TOWN  
OF ESSEX**

Date: \_\_\_\_\_

per: \_\_\_\_\_

Per: \_\_\_\_\_

**ST. CLAIR OF COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

Date: \_\_\_\_\_

per: \_\_\_\_\_

**The Corporation of the Town of Essex**  
**By-Law Number 2002**  
**Being a by-law for the Declaration and**  
**Disposition of Surplus Lands (96 County Road 50 West) by The**  
**Corporation of the Town of Essex**

**Whereas,** Council of The Corporation of the Town of Essex did pass By-Law Number 855, being a by-law to establish policies for the sale of disposition of surplus lands, on November 7, 2007;

**And whereas,** the Town has an interest in the land known municipally as 96 County Road 50 West and legally described as Part Lot 8 e/s Dunn Plan 18 Colchester; as in CS18434; Essex being PIN 75192-0353.

**And whereas,** such interest in this land so described was hereby first presented to Council to be surplus to the needs of the Town and whereas such lands were so declared by Resolution of Council at its Regular Council Meeting of March 15, 2021.

**And whereas,** Notice of the Towns Declaration of Surplus Property and Intention to sell the subject land was provided in open meeting at the March 15, 2021 Regular Meeting of Council and such notice was thereafter published in the local newspaper and posted to the Towns Website.

**Now therefore,** be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Town's interest in the land legally described as land known municipally as 96 County Road West and legally described as Part Lot 8 e/s Dunn Plan 18 Colchester; as in CS18434; Essex being PIN 75192-0353, is hereby confirmed to be surplus to municipal needs and authorization is hereby provided for such interest to be released or disposed of by way of direct private sale to the Purchasers Jeff Lewis, Kim Lewis, and James Flynn in trust for a company to be incorporated, all in accordance with the provisions of By-Law Number 855 being a by-law to establish Policies and Procedures for the Sale and Disposition of Surplus Land by the Town of Essex;
2. That the Mayor and Clerk be hereby authorized to sign such further documents and give such further assurances as may be necessary to give effect to this By-Law; and

3. 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 April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **The Corporation of the Town of Essex**

### **By-Law Number 2006**

#### **Being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the “Province”)**

**Whereas**, The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

**And whereas**, the use of the one-time 2020-2021 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic;
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections; and
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

**Now therefore**, be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Agreement between the Corporation of the Town of Essex and Her Majesty the Queen in Right of Ontario (as represented by the Minister of Community Safety and Correctional Services and the Office of the Fire Marshal and Emergency Management) be attached hereto and marked as Schedule “A”.
2. That the Mayor and the Clerk be hereby authorized to sign the said Agreement on behalf of The Corporation of the Town of Essex.
3. That this By-Law shall come into full force upon the final passing thereof.

**Read a first, second and third time and finally passed on April 6, 2021.**

---

Mayor

---

Clerk



**FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Office of the Fire Marshal**

(the “**Province**”)

**- and -**

**Town of Essex**

(the “**Recipient**”)

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Reports, and  
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

### 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Office of the Fire  
Marshal**

Click or tap here to enter text.

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Name: Douglas Browne

Title: Deputy Fire Marshal

**Town of Essex**

Click or tap here to enter text.

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 DEFINITIONS**

**A1.1 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “E”.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

## **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

#### **A5.0 CONFLICT OF INTEREST**

**A5.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A6.0 REPORTING, ACCOUNTING AND REVIEW**

**A6.1 Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

**A6.2 Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

## **A7.0 COMMUNICATIONS REQUIREMENTS**

**A7.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

**A7.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A8.0 INDEMNITY**

**A8.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A9.0 INSURANCE**

**A9.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

**A9.2 Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

## **A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A10.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A10.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A10.3 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A11.0 FUNDS AT THE END OF A FUNDING YEAR**

**A11.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A12.0 FUNDS UPON EXPIRY**

**A12.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A13.0 NOTICE**

**A13.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.



A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

#### **A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A15.0 INDEPENDENT PARTIES**

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

#### **A17.0 GOVERNING LAW**

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

TP Agreement – Shortened

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requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A19.0 SURVIVAL**

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"

### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	\$9,600.00
<b>Expiry Date</b>	August 1, 2021
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

#### Additional Provisions:

(None)

## SCHEDULE “C”

### PROJECT

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The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

***<insert a copy of the letter of intent from the municipality to outline proposed use of funds>***

## **SCHEDULE “D”**

### **BUDGET**

---

Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

## **SCHEDULE “E”**

### **REPORTS**

---

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**Ministry of  
Community Safety and  
Correctional Services**

Office of the  
Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère de la  
Sécurité communautaire et  
des Services correctionnels**

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

25, Avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



March 25, 2021

Richard Arnel  
Town of Essex  
33 Talbot Street S.  
Essex, ON N8M1A8

Dear Richard Arnel,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Town of Essex will be provided a total of \$9,600.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Pegg".

Jon Pegg  
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at [ofm@ontario.ca](mailto:ofm@ontario.ca) by no later than March 29, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Town of Essex as outlined above.

Print Name:	Title:	Signature:	Date:
Richard Arnel	Fire Chief - Town of Essex	A handwritten signature in blue ink, appearing to read "Richard Arnel".	25-March-2021

# **The Corporation of the Town of Essex**

## **By-Law Number 2007**

### **Being a by-law to confirm the proceedings of the April 6, 2021, 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 April 6, 2021 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 April 6, 2021 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 April 6, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally adopted on April 19, 2021.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk