



Regular Council Meeting Agenda

December 6, 2021, 6:00 pm

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

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

This meeting will be hosted and chaired from the 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 be viewed by the public electronically via livestream and post-meeting on YouTube at www.youtube.com/EsexOntario

Pages

1. Call to Order

2. Land Acknowledgement

We acknowledge that this land is the traditional territory of the Three Fires Confederacy of First Nations (comprised of the Ojibway, the Odawa, and the Potawatomi Peoples), and of the Huron-Wendat Peoples. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island who have been living and working on the land from time immemorial.

3. National Anthem

4. Closed Meeting Report

5. Declarations of Conflict of Interest

6. Adoption of Published Agenda

6.1. Regular Council Meeting Agenda for December 06, 2021

Moved by _____

Seconded by _____

That the published agenda for the December 06, 2021 Regular Council Meeting be adopted as presented / amended.

7. Adoption of Minutes

7.1. Regular Council Meeting Minutes for November 15, 2021

1

Moved by _____

Seconded by _____

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

8. Public Presentations

8.1. Diana Radulescu, Active Transportation Coordinator, and Jerry Behl, Manager, Transportation, County of Essex

17

RE: County-Wide Active Transportation System (CWATS) Master Plan

Update

Moved by _____

Seconded by _____

That the presentation by Diana Radulescu, Active Transportation Coordinator and Jerry Behl, Manager, Transportation, County of Essex regarding the County-Wide Active Transportation System (CWATS) Master Plan be received.

8.2. Perry Basden, President, Heritage Colchester 46

RE: Update on the restoration of the Colchester Schoolhouse

Moved by _____

Seconded by _____

That the delegation by Perry Basden on behalf of Heritage Colchester regarding the Colchester Schoolhouse be received.

9. Unfinished Business

10. Reports from Administration

10.1. Parks and Facilities-2021-20 51

RE: Short-Term Seasonal Rentals and Commercial Operations at Colchester Harbour

Recommended Action:

Moved by _____

Seconded by _____

That Parks and Facilities-2021-20 report entitled Short Term Rentals and Commercial Operations at Colchester Harbour prepared by Jake Morassut, Manager, Parks and Facilities dated December 6, 2021 be received;

That a 50% premium for short-term rentals and/or those utilizing the slips outside of recreational Harbour operations be added to the current base rate;

That two short-term rental operators be permitted to operate per season at the Colchester Harbour; and

That the current short-term rental operator at the Colchester Harbour be allowed to continue operating in addition to the proposed two short-term operators permitted per season.

10.2. Finance and Business Services-2021-14 57

RE: Revised Fees and Charges for Schedules to By-Laws 1812, 2040, and 1850

Recommended Action:

Moved by _____

Seconded by _____

That Corporate Services Report 2018-018 report entitled Revised Schedules to By-Laws 1812, 2040 and 1850 be received; and

That the following three schedules be revised with an effective date of January 1, 2022:

1. Schedule “C” to By-Law Number 1812, being a by-law respecting the maintenance, management, regulation and control of any cemetery owned by The Corporation of the Town of Essex,
2. Schedule “A” to By-Law Number 2040, being a by-law to establish a schedule of miscellaneous fees and charges, and
3. Schedule “B-1” and “B-2” to By-Law Number 1850, being a by-law for the imposition of Development Charges.

10.3. Planning-2021-25

68

RE: Revisions to Rear Yard Encroachments for Porches, Decks and Sunrooms

Recommended Action:

Moved by _____

Seconded by _____

That Planning-2021-25 report entitled Revisions to Rear Yard Encroachments for Porches, Decks and Sunrooms prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received; and

That By-Law Number 2098, being a by-law to amend By-Law Number 1037, the Comprehensive Zoning By-Law for the Town of Essex to limit the encroachment of decks, porches, and sunrooms into a required rear yard, be read a first, a second and a third time and finally passed on December 6, 2021.

10.3.1. By-Law 2098

119

10.4. Planning-2021-29

121

RE: Short Term Rental (STR) update

Recommended Action:

Moved by _____

Seconded by _____

That Planning-2021-29 report entitled Short Term Rental (STR) Update prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received;

That Administration be directed to prepare a zoning by-law amendment as outlined in Option 3 of the attached presentation to permit one (1) short term rental in a main single detached dwelling in any Residential and Agricultural zoning district, and in a dwelling unit in any commercial district; and

That Administration be directed to prepare a licensing by-law for short term rentals.

10.5. Planning-2021-30

141

RE: Removal of Holding Zone Restrictions for Phase 1 of the Parkland Woods Residential Development

Recommended Action:

Moved by _____

Seconded by _____

That Planning-2021-30 report entitled Removal of Holding Zone Restrictions for Phase 1 of the Parkland Woods Residential Development prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received; and

That By-Law 2099, Being a by-law to remove the Holding Zone Restrictions for Phase 1 of the Parkland Woods Subdivision (Ward 3) be read a first, second and third time and finally passed on December 6, 2021.

10.5.1.	By-Law 2099	173
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11. Reports from Youth Members

12. County Council Update

12.1.	Essex County Council Regular Meeting Minutes - October 20, 2021	174
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Moved by _____

Seconded by _____

That the minutes of the Regular County Council Meeting held October 20, 2021 be received.

13. Correspondence

13.1. Correspondence to be received

Moved by _____

Seconded by _____

That all of the correspondence listed in Agenda Item 13.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

13.1.1.	County of Essex	187
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RE: Windsor-Essex Regional Community Safety and Well-Being Plan, 2022-2026

13.1.2.	City of Kitchener	189
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RE: Liquor License Sales and Patio Extensions

13.1.3.	Union Water Supply System	191
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RE: Joint Board of Management Minutes of October 20, 2021

13.1.4.	Town of Plympton-Wyoming	197
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RE: Concerns with the Continued Postponement of Property Assessments

13.1.5.	Township of Alnwick	199
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RE: Endorsing National Teen Driver Safety Week and Requesting the Ministry of Transportation to Review Measures Impacting New Licensed Drivers

13.1.6.	E.L.K. Energy Inc.	205
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RE: Town of Kingsville Resolution on Electricity Supply

RE: Provincial Food and Organic Waste Framework and
Ontario's Food Waste Policy Statement

13.2. Correspondence to be considered for receipt and support

13.2.1. County of Essex 239

RE: Food and Organics Waste Management Program

County of Essex Council at its October 20, 2021 meeting received Administrative Report entitled Essex-Windsor Solid Waste Authority (EWSWA)-Regional Food and Organics Waste Management Project (as attached to this Agenda) and further approved the EWSWA recommendation to present to and obtain comments from all of the County Municipalities relating to desire to participate as part of a regional approach to the Food and Organics Waste Management Project. On November 15, 2021 Essex Town Council received the noted presentation from EWSWA.

Moved by _____

Seconded by _____

That Council receive the Report entitled Food and Organics Waste Management Program dated October 20, 2021 and that Council further asks its County Council representatives to provide the following comments to County Council relating to the proposed participation in a regional approach to the Food and Organics Waste Management Project:_____

13.2.2. 3rd Essex Scouting 251

RE: Flag Request from 3rd Essex Scouts for 100 years of scouting in the Town of Essex

Moved by _____

Seconded by _____

That the request from the 3rd Essex Scouting for their flag to be flown at Town Hall on February 22, 2022 in support of 100 years of scouting in the Town of Essex be received or received and supported.

13.2.3. Sherry Ducedre 252

RE: Extension of Sherry Ducedre's Term with the Committee of Adjustment

Moved by _____

Seconded by _____

That the request from Sherry Ducedre requesting that her appointment to the Committee of Adjustment be extended to November 30, 2022 to coincide with the end of the current term of Council be received or received and supported.

14. Committee Meeting Minutes

Moved by _____

Seconded by _____

That all the Committee Meeting minutes listed in Agenda Item 14, together with any recommendations to Council noted therein, be received, approved and adopted as circulated.

14.1.	Committee of Adjustment - September 21, 2021	253
14.2.	Essex Centre Business Improvement Area - October 12, 2021	281
14.3.	Essex Municipal Heritage Committee - October 28, 2021	291
14.4.	Essex Police Service Board - November 4, 2021	295
14.5.	Court of Revision Minutes - November 10, 2021	300

Re: Legalization of a culvert over the Lawrence Quick Drain and the Malden Road West Drain: Bridge for McGuire and Laramie and Maintenance Schedule

14.6.	Personnel Committee - November 26, 2021	304
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PC-21-07

Moved by Councillor Bondy
Seconded by Councillor Garon

Recommendation to Council: That HR Policy 05-04 entitled Non-Union Salary Administration Policy as presented by Brandi Sieben, Manager, Human Resources to the Finance Committee at its November 26, 2021 meeting be adopted as presented.

Carried

PC-21-08

Moved by Councillor Bondy
Seconded by Councillor Bowman

Recommendation to Council: That HR Policy 03-21 entitled Hybrid Working Model Policy (1 Year Trial) as presented by Brandi Sieben, Manager, Human Resources to the Personnel Committee at its November 26, 2021 meeting be adopted as presented.

Carried

PC-21-09

Moved by Councillor Bondy
Seconded by Councillor Garon

Recommendation to Council: That the Personnel Committee Terms of Reference as presented by Brandi Sieben, Manager, Human Resources to the Personnel Committee at its November 26, 2021 meeting be adopted as presented.

Carried

15. Financial

15.1.	October 2021 Bank Payments Report	333
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Moved by _____
Seconded by _____

That the Bank Payments Report, including October 2021 cheque

register, cheque number 53552 to cheque number 53730 and electronic funds transfer (EFT) payment number EFT005381 to EFT005602 inclusive in the amount of \$3,628,958.01; the Preauthorized Payments for the month of October in the amount of \$294,474.30; and Payroll for the month of October in the amount of \$406,273.07, be ratified as submitted.

15.2.

Ministry of Municipal Affairs and Housing

344

Re: Town of Essex Financial Indicator Review and Municipal Financial Profile based on 2020 Financial Information Return

Moved by _____

Seconded by _____

That the Financial Indicator Review and the Municipal Financial Profile issued by the Ministry of Municipal Affairs and Housing be received for information.

16.

New Business

17.

Notices of Motion

17.1.

The following Notice of Motion is being presented this evening and will be brought forward for Council's consideration at the December 20, 2021Regular Council Meeting:

17.1.1.

Councillor Bondy

Moved by Councillor Bondy

Seconded by _____

That Council have a discussion regarding persistent dog barking and the negative impact it may have on the quality of life for residents of the Town of Essex and how complaints regarding this matter are to be enforced in accordance with the Town of Essex Noise By-Law.

18.

Reports and Announcements from Council Members

19.

By-Laws

19.1.

By-Laws that require a third and final reading

19.1.1.

By-Law 2097

357

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

Moved by _____

Seconded by _____

That By-Law 2097 being a by-law to confirm the proceedings of the November 15, 2021, Regular Meeting of Council of The Corporation of the Town of Essex be read a third time and finally passed on December 6, 2021.

19.1.2.

By-Law 2041

359

Being a by-law to authorize the execution of an agreement between the Town of Essex and Heritage Colchester for the use and operation of the Colchester Schoolhouse Building

located at 195 Bagot Street, Colchester, Ontario

Moved by _____

Seconded by _____

That By-Law 2041 being a by-law to authorize the execution of an agreement between the Town of Essex and Heritage Colchester for the use and operation of the Colchester Schoolhouse Building located at 195 Bagot Street, Colchester, Ontario to be read a third time and finally passed on December 6, 2021.

19.1.3. By-Law 2022 369

Being a by-law to provide for the Lawrence Quick Drain Reconsidered Report: Legalization of a Culvert Roll No. 840-00501 in the Town of Essex, File Reference 21-023

Moved by _____

Seconded by _____

That By-Law 2022 being a by-law to provide for the Lawrence Quick Drain Reconsidered Report: Legalization of a Culvert Roll No. 840-00501 in the Town of Essex, File Reference 21-023 be read a third time and finally passed on December 6, 2021.

19.1.4. By-Law 2076 372

Being a by-law to provide for the Malden Road West Drain: Bridge for McGuire and Laramie and Maintenance Schedule, Geographic Township of Colchester North, Project REI2021D007, Town of Essex, County of Essex

Moved by _____

Seconded by _____

That By-Law 2076 being a by-law to provide for the Malden Road West Drain: Bridge for McGuire and Laramie and Maintenance Schedule, Geographic Township of Colchester North, Project REI2021D007, Town of Essex, County of Essex be read a third time and finally passed December 6, 2021.

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

19.2.1. By-Law 2100 375

RE: Grant Funding Agreement: Online Dog Tag Software

Being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the “Province”)

Moved by _____

Seconded by _____

That By-Law 2100 being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the “Province”) be read a first, second and third time and finally passed on December 6, 2021.

Being a by-law to authorize the execution of an agreement to appoint Local Authority Services (LAS) to act as an agent in respect to all matters relating to the supply of natural gas

Moved by _____

Seconded by _____

That By-Law 2101 Being a by-law to authorize the execution of an agreement to appoint Local Authority Services (LAS) to act as an agent in respect to all matters relating to the supply of natural gas be read a first, second and third time and finally passed December 6, 2021.

RE: Grant Funding Agreement: e-Permitting Software

Being a by-law to enter into an Agreement between The Corporation of the Town of Essex ("the Recipient") and Her Majesty in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the "Province")

Moved by _____

Seconded by _____

That By-Law 2104 being a by-law to enter into an Agreement between The Corporation of the Town of Essex ("the Recipient") and Her Majesty in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the "Province") be read a first, second and a third time and finally passed on December 6, 2021.

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

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

Moved by _____

Seconded by _____

That By-Law 2102 being a by-law to confirm the proceedings of the December 6, 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 December 6, 2021.

20. Adjournment

Moved by _____

Seconded by _____

That the meeting be adjourned at [TIME].

21. Future Meetings

21.1. Monday, December 20, 2021 - 5:00 - 6:00 PM Closed Council Meeting

Location: Electronic Meeting via Zoom

Livestream Available at www.youtube.com/EssexOntario

21.2. Monday, December 20, 2021 - 6:00 - 9:00 PM Regular Council Meeting

Location: Electronic Meeting via Zoom

Livestream Available at www.youtube.com/EssexOntario



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**

November 15, 2021, 6:00 pm

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

This meeting was hosted and chaired from the Town of Essex Municipal Building. Due to the ongoing COVID-19 pandemic this meeting was not currently open to the public for in person attendance. This meeting can be viewed by the public electronically via livestream and post-meeting on YouTube at 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 3 Councillor Chris Vander Doelen
Ward 4 Councillor Sherry Bondy

Also Present: Doug Sweet, Chief Administrative Officer
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
Kate Giurissevich, Director, Corporate Services
Jake Morassut, Manager, Parks and Facilities
Corrine Chiasson, Assistant Planner
Jack Barron, Manager, Information Technology

1. Call to Order

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

2. Land Acknowledgement

We acknowledge that this land is the traditional territory of the Three Fires Confederacy of First Nations (comprised of the Ojibway, the Odawa, and the Potawatomi Peoples), and of the Huron-Wendat Peoples. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island who have been living and working on the land from time immemorial.

3. National Anthem

4. Closed Meeting Report

Robert Auger, Town Clerk/Solicitor, Legal and Legislative Services provided a verbal report on the Closed meeting held on November 15, 2021. He reported that Council met electronically in Closed Session on November 15, 2021 at 4:00 PM as permitted to do so by section 239 (2) (c) of the Municipal Act.

At the Closed Session Council provided direction and discussed a pending purchase of land.

5. Declarations of Conflict of Interest

Councillor Bondy declared a conflict of interest pertaining to Agenda Item 19.2.1 and the reason for the stated conflict was due to a family member who is employed at Upper Canada Growers.

6. Adoption of Published Agenda

6.1 Regular Council Meeting Agenda for November 15, 2021

R21-11-428

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

That the published agenda for the November 15, 2021 Regular Council Meeting be adopted with the following amendments:

1. That Agenda Item 10.13 be moved to 10.1; and
2. That Agenda Items 13.2.4 and 13.2.5 be deferred to the December 6, 2021 Regular Council Meeting so that Administration can revise in accordance with Town policies.

Carried

7. Adoption of Minutes

7.1 Regular Council Meeting Minutes for November 1, 2021

R21-11-429

Moved By Councillor Verbeek

Seconded By Councillor Vander Doelen

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

Carried

7.2 Special Council Meeting Minutes for June 7, 2021

R21-11-430

Moved By Councillor Garon

Seconded By Councillor Bjorkman

That the minutes of the Special Council Meeting held June 7, 2021 be adopted as circulated.

Carried

7.3 Special Council Meeting Minutes for June 21, 2021

R21-11-431

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That the minutes of the Special Council Meeting held June 21, 2021 be adopted as circulated.

Carried

8. Public Presentations

9. Unfinished Business

10. Reports from Administration

10.1 Infrastructure Services-2021-09

RE: Essex Centre Streetscape Flex Street Concept

Kevin Girard, Director, Infrastructure Services provided Council with an overview of the proposed amendment to the 2013 Essex Centre Streetscape Plan, being the addition of a flex street design concept within zone 1 along Talbot Street between Victoria Avenue and Laird Avenue. Mr. Girard provided a brief history of the Streetscape Plan and explained the difference between the zones identified in the streetscape outlining the transitional zone and the core zone. Mr. Girard further provided an overview of the original plan highlighting the original design for the sidewalks and amenity strip. He reviewed the current design of the core zone detailing the limitations.

Mr. Girard outlined the proposed flex street design explaining that the asphalt surface would be two lanes with the parking being provided over a mountable curb as opposed to a barrier curb. He further explained that the parking spaces could be closed to accommodate outdoor retail and patios to provide an area that will allow pedestrians safe and accessible access to businesses without the need for wheelchair ramps. Outdoor retail and patio areas could be located along the business front or into the flex area to allow pedestrians to walk on the sidewalk without impeding traffic or having to cross the curbed barrier.

Mr. Girard provided an image of the preliminary design for the flex street concept and emphasized that it is for discussion only and should the flex street be approved as conceptual, the specific details would be considered at a later date.

Mr. Girard outlined the advantages and disadvantages of the proposed flex street design stating that it could reduce the availability of on-street parking along Talbot Street when patio or retail space is in place however it would identify Essex as a regional destination for shopping, dining and celebration. It would allow for a seamless transformation of parking spaces and improve the aesthetic of the downtown area by extending and placing emphasis on the pedestrian environment.

During Council discussion Councillor Garon raised concerns over the loss of parking and inquired whether any of the accessible spaces would be modified and used by businesses or would be maintained and possibly additional ones added.

Mr. Girard replied and advised that the proposed concept increases the accessibility for all parking within Essex Centre by removing the barrier curb that currently exists.

Councillor Garon further requested clarification whether businesses that have accessible parking in front of their business would be able to use the space.

Mr. Girard in reply advised that the flex street concept be approved, that a policy pertaining to retail and patio space on the sidewalk would be developed for Council's consideration that would include a permitting process.

R21-11-432

Moved By Councillor Bowman
Seconded By Councillor Garon

That Infrastructure Services-2021-09 report entitled Essex Centre Streetscape Flex Street Concept prepared by Kevin Girard, Director, Infrastructure Services dated November 15, 2021 be received;

That the presentation titled, Essex Centre Streetscape Flex Street Concept, as presented by Kevin Girard, Director, Infrastructure Services presented at the November 15, 2021 Regular Council Meeting be received; and

That Council endorse the change to the 2013 Downtown Essex Streetscape Plan by Stempski Kelly Associates to include the flex street concept as presented by the Director of Infrastructure Services on November 15, 2021.

Carried

10.2 Legal and Legislative Services-2021-22

RE: Court of Revision for Bassett Drain: Bridge for MN 2432 County Road 20

R21-11-433

Moved By Councillor Bondy
Seconded By Deputy Mayor Meloche

That the following three (3) members of the Drainage Board: Percy Dufour, Luke Martin and Felix Weigt-Bienzle be appointed to sit as members of the Court of Revision to be convened for the Bassett Drain, Bridge for MN 2432 County Road 20, Harrow Centre, Former Geographic Twp. Of Colchester South, Project REI2021D012, Town of Essex, County of Essex, pursuant to the Report prepared by Gerard Rood, Professional Engineer, Rood Engineering, and dated August 26, 2021 (hereinafter the "Report"), such Court of Revision to be scheduled for 5:00 pm on December 8, 2021, via electronic meeting, and

That By-Law 2096 being a by-law to provide for the Bassett Drain, Bridge for MN 2432 County Road 20, Harrow Centre, Former Geographic Twp. Of Colchester South, Project REI2021D012, Town of Essex, County of Essex, be read a first and second time and be provisionally adopted on November 15, 2021.

Carried

10.3 Legal and Legislative Services-2021-23

RE: 2022 Regular Council Meeting Dates

R21-11-434

Moved By Councillor Garon

Seconded By Councillor Bjorkman

That Legal and Legislative Services-2021-23 report entitled 2022 Regular Council Meeting Dates prepared by Shelley Brown, Deputy Clerk, Legal and Legislative Services, dated November 15, 2021, be received; and

That the dates for the 2022 Regular Council Meetings proposed herein be approved.

Carried

10.4 Legal and Legislative Services-2021-24

RE: Provincial Offences Act: Inter-Municipal Courts Service Agreement

R21-11-435

Moved By Councillor Bowman

Seconded By Councillor Vander Doelen

That Legal and Legislative Services-2021-24 report entitled Provincial Offences Act: Inter-Municipal Courts Services Agreement prepared by Shelley Brown, Deputy Clerk dated November 15, 2021 be received,

That the Windsor/Essex Area Intermunicipal Courts Service Agreement made the 20th day of November, 2000 between the Corporation of the Town of Essex together with the City of Windsor, County of Essex, the Town of Amherstburg, the Town of Kingsville, the Municipality of Lakeshore, the Town of LaSalle, the Municipality of Leamington, the Township of Pelee, the Town of Tecumseh, and the Corporation of the County of Essex (the "Agreement") , be renewed for a further 5 years for the period January 1, 2022 through December 31, 2026; and

That By-Law 2095 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Essex, The Corporation of the City of Windsor, The Town of Amherstburg, The Town of Kingsville, The Municipality of Lakeshore, The Town of LaSalle, The Municipality of Leamington, The Township of Pelee, and The Town of Tecumseh be read a first, second and a third time and finally passed on November 15, 2021.

Carried

10.5 Legal and Legislative Services-2021-25

RE: False Security Alarm Reduction

Robert Auger, Town Clerk/Solicitor, Legal and Legislative Services provided a verbal report on the False Security Alarm Reduction. He stated that Ontario Provincial Police (OPP) had approached the Town requesting a by-law to act as a deterrent for false security alarms. The increase in calls puts additional demands on police resources and services. He explained that from August 2020 to August 2021 the OPP responded to 215 false alarm calls in the Town of Essex. He stated that the proposed

by-law was drafted in consultation with the OPP and was provided for review and endorsed by the Town of Essex Police Services Board.

Mr. Auger explained that a voluntary registration system of registered security alarm systems is proposed and those who wish to register will not be charged a fee for the first two false alarms in any given calendar year. However, if the OPP responds to any further alarms or to any unregistered business or premise then a fee would be charged and such fee would be outlined in the Fees and Charges By-Law.

Mr. Auger stated that the Town is proposing an effective date of January 1, 2021 to allow for administrative processes between the OPP and the Town to be finalized and the public to be notified.

R21-11-436

Moved By Councillor Bondy

Seconded By Councillor Bowman

That Legal and Legislative Services-2021-25 report entitled False Security Alarm Reduction dated November 15, 2021, be received; and

That By-Law No. 2029 being a by-law to impose fees and charges effective January 1, 2022 for services provided by the Ontario Provincial Police on behalf of the Corporation of the Town of Essex relating to reducing false security alarms in the Town of Essex be read a first, second, and third time and finally passed on November 15, 2021.

Carried

10.6 Parks and Facilities-2021-17

RE: Request of Additional Funds for the Replacement of Leaf Vacuum

R21-11-437

Moved By Councillor Bowman

Seconded By Councillor Verbeek

That Parks and Facilities-2021-17 report entitled Request of Additional Funds for the Replacement of Leaf Vacuum, prepared by Jake Morassut, Manager, Parks and Facilities dated November 15, 2021 be received; and

That Council approve an additional \$13,948.00 to be funded from the Asset Management Reserve for Capital Project CS-21-0069 Replacement of Leaf and Turf Vacuum for Parks Maintenance.

Carried

10.7 Parks and Facilities-2021-18

RE: Heritage Colchester Lease of Colchester Schoolhouse

R21-11-438

Moved By Councillor Bjorkman

Seconded By Councillor Vander Doelen

That Parks and Facilities-2021-018 report entitled Heritage Colchester Lease of Colchester Schoolhouse be received;

That Council enter into a lease agreement with Heritage Colchester to operate the Colchester Schoolhouse in Colchester under the terms and

conditions specified for a lease period of ten (10) years commencing December 1, 2021; and

That By-Law 2041 being a by-law to enter into a lease agreement with Heritage Colchester to operate the Colchester Schoolhouse in Colchester be read a first, a second and provisionally adopted on November 15, 2021.

Carried

10.8 Parks and Facilities-2021-19

RE: Special Events Resource Team (SERT) November Update

R21-11-439

Moved By Deputy Mayor Meloche

Seconded By Councillor Bjorkman

That Parks and Facilities-2021-019 report entitled Special Events Resource Team (SERT) November Update be received for information.

Carried

10.9 Community Services-2021-14

RE: New Year's Eve/New Year's Town Sponsored Events

R21-11-440

Moved By Councillor Vander Doelen

Seconded By Councillor Garon

That Community Services-2021-14 report entitled New Year's Eve/New Year's Town Sponsored Events prepared by Jake Morassut, Manager, Parks and Facilities dated November 15, 2021 be received; and

That Council supports the Town sponsored New Year's Eve and New Year's Day events which include free public skating sessions on December 31, 2021 at both the Essex Centre Sports Complex from 1:00 PM to 3:00 PM and the Harrow and Colchester South Community Centre from 6:00 PM to 8:00 PM, and a free public swim session at the Essex Recreation Complex on January 1, 2022 from 1:00 PM to 2:30 PM.

Carried

10.10 Information Technology-2021-02

RE: Results of Request for Proposal – Information Technology Strategic Plan

R21-11-441

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That Information Technology-2021-002 report entitled Results of Request for Proposal – Information Technology Strategic Plan prepared by Jack Barron, Manager, Information Technology be received;

That Council award the Request for Proposal –Information Technology Strategic Plan to Perry Group Consulting LTD, in the total amount of \$53,245.92 including non-refundable Harmonized Sales Tax; and

That Council approve the reallocation of budgeted amounts from Capital Project GG-19-0012 Network Security Audit in the total amount of \$27,000.00 to Capital Project GG-21-0005 for a new total combined project budget of \$67,000.00.

Carried

10.11 Economic Development-2021-15

RE: Building Report and Development Overview October 2021

R21-11-442

Moved By Councillor Vander Doelen

Seconded By Councillor Verbeek

That Economic Development -2021-15 report entitled Building Report and Development Overview October 2021 prepared by Nelson Silveira, Economic Development Officer dated November 15, 2021, be received for information.

Carried

10.12 Planning-2021-28

RE: County Wide Active Transportation System (CWATS) Municipal Partnership Funding Request 2022

Corrine Chiasson, Assistant Planner provided a verbal and noted that the Municipal Partnership funding request is an opportunity for the provision of soft services which includes education programs, safety and accessibility enhancements that help people use the system and it provides accommodations for end-of-use facilities.

Ms. Chiasson noted they are bringing this report to Council for pre-authorization because the deadline for pre-submission is November 24, 2021 and the final decision will be made in January 2022. Ms. Chiasson further explained that some of the proposed 2022 projects include the educational programs provided through Bike Windsor-Essex, the installation of a bike locker at Colchester Park, a concrete pad for a new bike repair station and funds to purchase items such as equipment to support the educational programs.

R21-11-443

Moved By Councillor Bjorkman

Seconded By Councillor Garon

That Planning-2021-28 report entitled County Wide Active Transportation System (CWATS) Municipal Partnership Funding Request 2022 prepared by Corinne Chiasson, Assistant Planner, dated November 15, 2021 be received; and

That Council pre-approve the Town's 50 percent (%) share of the estimated \$20,000 cost, in the amount of \$10,000 under the 2022 Capital budget as the municipal contribution under the Municipal Partnership Fund of the County Wide Active Transportation (CWATS) initiative.

Carried

10.13 Infrastructure Services-2021-08

RE: Rain Barrel Subsidy Program

R21-11-444

Moved By Councillor Verbeek

Seconded By Deputy Mayor Meloche

That Infrastructure Services–2021–08 report entitled Rain Barrel Subsidy Program prepared by Kevin Girard, Director, Infrastructure Services dated November 15, 2021 be received;

That Council direct Administration to implement the Town of Essex Rain Barrel Subsidy as recommended in Infrastructure Services-2021-08 report presented by the Director, Infrastructure Services on November 15, 2021; and

That Council approve the annual expenditure for the Town of Essex Rain Barrel Subsidy Program of \$5,000 within the 2022 Operating Budget, to be funded from the Green Fund Reserve.

Carried

11. Reports from Youth Members

12. County Council Update

12.1 Essex County Council Regular Meeting Minutes - October 6, 2021

R21-11-445

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That the minutes of the Regular County Council Meeting held October 6, 2021 be received.

Carried

13. Correspondence

13.1 Correspondence to be received

R21-11-446

Moved By Councillor Bjorkman

Seconded By Councillor Verbeek

Agenda Items 13.1.3 and 13.1.4 be moved to Items 13.2.6 and 13.2.7 on these minutes and that all of the other correspondence listed in Agenda Item 13.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

Carried

13.1.1 City of Kitchener

RE: Request for Funding in support of the Vaccine Passport Program

13.1.2 City of Kitchener

RE: Renovictions

13.1.3 County of Essex

RE: Accelerated High Speed Internet Program (AHSIP)

13.1.4 Enbridge Gas Inc.

RE: 2022 Rates Application - Incremental Capital Module - Ontario Energy Board Notice of Application

13.1.5 The Windsor Essex County Environment Committee

RE: Nomination for Pat on The Back Award for local environmental projects

13.2 Correspondence to be considered for receipt and support

13.2.1 The Corporation of the Town of Tecumseh

RE: Regional Affordable Housing Strategy and Review of Social Housing Cost Sharing Agreement

R21-11-447

Moved By Councillor Bondy

Seconded By Councillor Verbeek

That the correspondence dated October 28, 2021 from The Corporation of the Town of Tecumseh regarding Regional Affordable Housing Strategy and Review of Social Housing Cost Sharing Agreement be received and supported; and if supported

That a letter be sent to Windsor City Council as confirmation of the Town of Essex's support of the County of Essex's letter dated September 15, 2021.

Carried

13.2.2 Essex Center B.I.A

Correspondence dated October 28, 2021 advising Council of the resignation by Mary-Anne Bjorkman from the Essex Center B.I.A. Board of Management

R21-11-448

Moved By Councillor Bowman

Seconded By Councillor Garon

That correspondence from Mary-Anne Bjorkman dated October 28, 2021 advising of her resignation from the Essex Centre B.I.A.'s Board of Management, be received with regret; and

That a letter be sent to Mary-Anne Bjorkman thanking her for her time spent on the Board.

Carried

13.2.3 Essex Municipal Heritage Committee

RE: Appointing Jacqueline Baldwin to the Essex Municipal Heritage Committee

R21-11-449

Moved By Councillor Bjorkman

Seconded By Councillor Bowman

That the application by Jacqueline Baldwin to be appointed to the Town of Essex Heritage Committee be received and supported.

Carried

13.2.4 Governing Council of The Salvation Army

RE: Proclamation: Salvation Army Week - December 20 - December 24, 2021.

This correspondence to be considered for receipt and support was deferred to the December 6, 2021 Regular Council Meeting.

13.2.5 The Salvation Army

RE: New Community Flag Request for Salvation Army Week - December 20 - December 24, 2021

This correspondence to be considered for receipt and support was deferred to the December 6, 2021 Regular Council Meeting.

13.2.6 The Corporation of the Town of Tecumseh

RE: COVID-19 and Long-Term Care Homes

R21-11-450

Moved By Councillor Garon

Seconded By Deputy Mayor Meloche

That the correspondence dated October 28, 2021 from The Corporation of the Town of Tecumseh regarding COVID-19 and Long Term Care Homes be received and supported and that a letter of support be sent accordingly.

Carried

13.2.7 Municipality of Lakeshore

RE: Minutes of the Dog Pound Committee Meeting - November 3, 2021

Council had a discussion concerning the substantial increase in the expected Dog Pound fees for the Town of Essex. These fees are normally calculated by the number of days dogs from the Town of Essex are held at the facility in accordance with Dog Pound policies and procedures. It was noted by Administration that the Town is facing an almost doubling of the fees as a result of one dog that stayed at the Dog Pound past the usual 72-hour period for reasons unexplained.

R21-11-451

Moved By Deputy Mayor Meloche

Seconded By Councillor Vander Doelen

That Administration send a letter to the Town of Lakeshore Dog Pound requesting an equitable reduction in the calculation of Town of Essex fees payable (as calculated by 2021 “Dog Days”) as a result of a review of the Dog Pound policies and due to the circumstances not taken into consideration thereof.

Carried

14. Committee Meeting Minutes

R21-11-452

Moved By Councillor Garon

Seconded By Deputy Mayor Meloche

That all the Committee Meeting minutes listed in Agenda Item 14, together with any recommendations to Council noted therein, be received, approved and adopted as circulated.

Carried

14.1 Co-An Park Committee - September 8, 2021

14.2 Essex Municipal Heritage Committee - September 30, 2021

14.3 Essex Police Service Board - October 7, 2021

14.4 Arts, Culture and Tourism Committee - October 13, 2021

14.5 Finance Committee - October 25, 2021

14.6 Essex Accessibility Advisory Committee - November 3, 2021

14.7 Drainage Board Meeting - November 4, 2021

15. Financial

15.1 Q3 2021 Operating and Capital Variance Reports

R21-11-453

Moved By Councillor Bjorkman

Seconded By Councillor Garon

That Operating and Capital Variance Reports as at September 30, 2021 be received.

Carried

16. New Business

17. Notices of Motion

17.1 The following Notices of Motion were presented at the November 1, 2021 Regular Council Meeting and are bring brought forward this evening for Council's consideration:

17.1.1 Councillor Bondy

The Notice of Motion regarding the property on Giardini Street was withdrawn at the request of the mover.

17.1.2 Councillor Bondy

R21-11-454

Moved By Councillor Bondy

Seconded By Councillor Bjorkman

That Council direct Administration to prepare a draft policy regarding the removal of trees on public property by residents and the replacement of unhealthy trees with similar species of healthy trees.

Carried

18. Reports and Announcements from Council Members

Councillor Bondy stated that a peaceful demonstration in support of affordable housing will be held at the corner of Foodland and Jake's Auto Service Gas Bar in Essex Centre on Sunday, November 21, 2021.

Councillor Verbeek thanked Mayor Snively and Deputy Mayor Meloche who participated in the Remembrance Day events at the Essex and Harrow Legions on November 11th. She announced that there will be a "Stroll by Santa" event on December 17, 2021 in McGregor for all who would like to attend.

Councillor Garon announced that the Essex County Ravens Junior Varsity and Varsity Football teams advanced to the Ontario Fall Football League championship games. He wished them luck as they are both scheduled to play Saturday, November 20, 2021, in North York.

Councillor Bjorkman noted that the Marion Bright Christmas decorating contest is approaching and houses and businesses are encouraging to participate. He explained that last year it was great to see families driving around and voting for their favourite displays.

Mayor Snively thanked Deputy Mayor Meloche for attending the celebration in Essex on Remembrance Day and thanked the veterans. He also noted that Councillor Bondy, Councillor Bjorkman and himself were in Harrow for the Remembrance Day.

19. By-Laws

19.1 By-Laws that require a third and final reading

19.1.1 By-Law 2089

Being a by-law to authorize the execution of a lease agreement between the Town of Essex and Never Rest Farms Ltd. for leasing vacant parcels of land for the purposes of farming

R21-11-455

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That By-Law 2089 being a by-law to authorize the execution of a lease agreement between the Town of Essex and Never Rest Farms Ltd. for leasing vacant parcels of land for the purposes of farming be read a third time and finally passed on November 15, 2021.

Carried

19.1.2 By-Law 2090

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

R21-11-456

Moved By Councillor Bowman

Seconded By Councillor Verbeek

That By-Law 2090 being a by-law to confirm the proceedings of the November 1, 2021, Regular Meeting of Council of The Corporation of the Town of Essex be read a third time and finally passed on November 15, 2021.

Carried

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

19.2.1 By-law 2088

Being a by-law to enter into an agreement between The Corporation of the Town of Essex and Upper Canada Grower Land Inc. for the supply of water to a 3478 square metre greenhouse complex

Councillor Bondy declared a conflict of interest and did not participate in the discussion/vote.

R21-11-457

Moved By Deputy Mayor Meloche

Seconded By Councillor Bjorkman

That By-Law 2088 being a by-law to enter into an agreement between: The Corporation of the Town of Essex and Upper Canada Grower Land Inc. for the supply of water to a 3478 square metre greenhouse complex be read a first, second and a third time and finally passed on November 15, 2021.

Carried

19.2.2 By-Law 2093

Being a by-law to Amend By-law 1779 to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O.1990, (Extension of Police Services Contract to December 31, 2022)

R21-11-458

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That By-Law 2093 being a by-law to Amend By-law 1779 to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under

Section 10 of the Police Services Act, R.S.O.1990, (Extension of Police Services Contract to December 31, 2022) be read a first, second and third time and finally passed on November 15, 2021.

Carried

19.2.3 By-Law 2094

Being a by-law to enter into an agreement between The Corporation of the Town of Essex and The Essex Region Conservation Authority

RE: To Administer the Source Water Protection Plan

R21-11-459

Moved By Councillor Vander Doelen

Seconded By Councillor Bjorkman

That By-Law 2094 being a by-law to enter into an agreement between the Corporation of the Town of Essex and The Essex Region Conservation Authority be read a first, a second and a third time and finally passed on November 15, 2021.

Carried

19.2.4 By-Law 2092

Being a by-law of The Corporation of the Town of Essex to authorize the borrowing upon amortizing debentures in the principal amount of \$3,160,705.33 towards the cost of Fire Station 2 Replacement

R21-11-460

Moved By Deputy Mayor Meloche

Seconded By Councillor Bowman

That By-Law 2092 being a by-law of The Corporation of the Town of Essex to authorize the borrowing upon amortizing debentures in the principal amount of \$3,160,705.33 towards the cost of Fire Station 2 replacement to be read a first, a second, and a third time and finally passed November 15, 2021.

Carried

19.3 By-Laws that require a first and second reading

19.3.1 By-Law 2097

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

R21-11-461

Moved By Councillor Garon

Seconded By Councillor Verbeek

That By-Law 2097 being a by-law to confirm the proceedings of the November 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 November 15, 2021.

Carried

20. Adjournment

R21-11-462

Moved By Deputy Mayor Meloche
Seconded By Councillor Vander Doelen

That the meeting be adjourned at 8:07 PM.

Carried

Mayor

Clerk



County of
Essex

CWATS Overview

Presentation to Essex Council

December 6, 2021

Diana Radulescu
Active Transportation
Coordinator
County of Essex

Jerry Behl
Manager, Transportation
Planning & Development
County of Essex

Corinne Chiasson
Assistant Planner
Town of Essex
CWATS Committee Member

What is CWATS?

- CWATS = County-Wide Active Transportation System
- Provide for and champion safe active transportation
- Create connected communities
- Contribute to economic development & tourism
- Collectively share in the economic, health and quality of life benefits that active transportation offers.



Connected
communities



Health and
active living



Economic
development
and tourism



2012 CWATS Master Plan

In 2012, the first CWATS Master Plan was developed to guide the County, its local municipalities and partners in implementing a County-wide network of active transportation routes to encourage healthy, active living and to enhance regional recreational opportunities.

Key Components of the 2012 Master Plan include:

Policies



Revisions to Official Plan policies, recommendations for an AT Charter and supportive CWATS policies.



Network



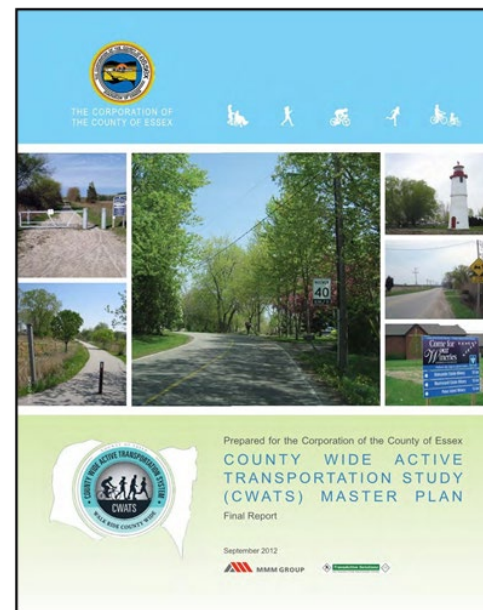
Working with local municipalities and partners to build routes, facilities and other supportive amenities.



Programs




Identifying initiatives and programs to shift travel behaviours and encourage increased AT use.



CWATS Charter (2012)

Signed and promoted by all 7 municipalities and the County of Essex



**Walk Ride
County Wide!**

Together, local towns, workplaces, organizations, schools, families, and individuals can do our part to support a vibrant and prosperous Essex County.











Get out and get active!











www.cwats.ca

CWATS Charter

FOR THE COUNTY OF ESSEX AND ITS PARTNERS

The County of Essex and the CWATS Committee are committed to the County Wide Active Transportation System. By supporting active transportation, we all play a leadership role in creating a more vibrant and liveable County of Essex.

Access

Active forms of transportation can support residents to access local goods, services, and places that they need to go.

Health and Well-being

Regular, active transportation enhances overall health and well-being of our residents and community.

Equity

Active transportation is a universally affordable way to travel that allows residents to live more independently.

Personal & Community Safety



An environment where people feel safe and comfortable, supports active lifestyles and increases community safety for all.

Community Cohesion and Prosperity

Active transportation encourages social interaction and boosts local economic vitality.

Environmental Sustainability

Active transportation relies on human power and is good for our environment.



Types of Facilities

Generally Lower
Volume, Lower Speed
Less Facility
Separation



Generally Higher
Volume, Higher Speed
Greater Facility
Separation

Paved Shoulder



One-Way Cycle Path



Multi-Use Path



Signed Route



Bike Lane



Two-Way Cycle Path



Multi-Use Trail





How It Works

CWATS Core Infrastructure

- 1) CWATS Municipalities submit applications for segments identified in 2012 Master Plan (with council support)
- 2) County reviews: CWATS Committee deliberates and votes
- 3) Design work or construction follows the following year

County encourages applications that complete a segment and enhance connections

Previously approved annual budget: \$1,500,000

(amount pending County Council approval for 2022)

CWATS Cost-Sharing Formula (2012 CWATS Master Plan)

Facility Type	County of Essex Share	Local Municipality Share	ERCA Share
On Street Bike Lanes / Paved Shoulder / Context Sensitive Solution - on a County Road in a Rural Area	100%	0%	0%
On Street Bike Lanes / Paved Shoulder / Multi-use Trail with or without separation/ Context Sensitive Solution - on a County Road in an Urban Area	40%	60%	0%
On Street Bike Lanes / Paved Shoulder / Multi-use Trail with or without separation/ Context Sensitive Solution - on a Local Road anywhere.	0%	100%	0%
Signed Routes - anywhere on the AT Network	100%	0%	0%
Sidewalks - anywhere on the AT Network	0%	100%	0%
Multi-Use Trails - outside of County and/or Local Right-of-way	0%	0%	100%
Multi-Use Trails - outside of County and/or Local Right-of-way and owned by Municipality	0%	100%	0%
Note: Cost sharing is applied to the design, construction and maintenance of facilities. However, the maintenance on County Roads within urban areas is the responsibility of the host municipality.			

How It Works



Municipal Partnership Program

- 1) CWATS Municipalities submit applications for AT-supportive programs and non-infrastructure facilities
- 2) County reviews: CWATS Committee deliberates and votes
- 3) Implementation follows the following year

50% cost-share between County
& municipalities
Non-infrastructure projects

Annual budget: \$100,000



Paved Shoulder Program

- 1) County aligns 5-year road rehabilitation program with CWATS paved shoulder facilities identified in Master Plan
- 2) Implementation follows according to the road rehab schedule

Cost-efficiency in procurement,
faster implementation

Annual budget: \$2,800,000*

* Pending County council approval for 2022

CWATS Committee Members



Diana Radulescu
Jerry Behl



Jonathan Osborne



Todd Hewitt



Corinne Chiasson



John Pilmer



Brian Hillman



Tim Del Greco



Tammie Ryall



Kevin Morse



MINISTRY OF TRANSPORTATION

Matthew Fabilli



Kevin Money



Genevieve Champagne



Jeff Hagan

External Partnerships



Waterfront
Regeneration
Trust



Your Trail. Your Journey.



Essex CWATS Achievements: 2012-2022

- East section of CR 50 connecting wineries, fruit wagon, scenic drive, Colchester to Kingsville
- Links to the Greenway, and Sadlers pond and Participark
- Fix it stations, signage, benches
- Greenway Crossing improvements at Harrow, with Harrow Streetscape
- “Harrow Cut” from Greenway down to Dunn Rd linking Harrow to Colchester and historic areas
- South Talbot connecting link to Maidstone, Victoria, and the Greenway
- Bike racks in the downtowns of Essex, Harrow, McGregor, Colchester
- Since 2012 – excellent yearly support of over ---- CWATS Educational initiatives and programs for youth



**Multi-Use Trails Along
Murdock**



**41.7 kms of infrastructure
built in Essex since 2012**

CWATS Master Plan - Chapters Developed to Date

1	Updating CWATS	SUBMITTED TO THE COUNTY AND COMMITTEE
2	The Need for an Updated Plan	SUBMITTED TO THE COUNTY AND COMMITTEE
3	Understanding Essex County Today	SUBMITTED TO THE COUNTY AND COMMITTEE
4	Engaging the Public and Stakeholders	SUBMITTED IN DRAFT TO THE COUNTY
5	Policy	SUBMITTED TO THE COUNTY AND COMMITTEE
6	Network	SUBMITTED TO THE COUNTY AND COMMITTEE
7	Programs	SUBMITTED TO THE COUNTY AND COMMITTEE
8	Maintenance and Operations	SUBMITTED TO THE COUNTY AND COMMITTEE
9	Implementing CWATS	PARTIALLY DRAFTED
10	Summary of Recommendations	PARTIALLY DRAFTED



Online Surveys



Open Houses



Pop Ups



Bike Rides



Meetings with
CWATS Committee

U.S.A.

Lake St. Clair

CWAWS Network

The map displays the CWAWS Network across the Chatham-Kent region, including the following municipalities and towns:

- City of Windsor
- Town of Amherstburg
- Town of Essex
- Town of Kingsville
- Municipality of Lakeshore
- Municipality of Leamington
- Regional Municipality of Chatham-Kent

Key roads and highways shown include:

- Highway 401
- Highway 3
- Highway 14
- Highway 77
- Highway 50
- Highway 13
- Highway 27
- Highway 31
- Highway 33
- Highway 37
- Highway 46
- Highway 50
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- Highway 97
- Highway 98
- Highway 99
- Highway 100

Other features include:

- St. Clair Rd
- Old Tecumseh Rd
- County Rd 22
- County Rd 2
- County Rd 46
- County Rd 8
- County Rd 14
- County Rd 31
- County Rd 33
- County Rd 37
- County Rd 46
- County Rd 50
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- County Rd 100

Legend:

- Existing CWAWS Network
- Proposed CWAWS Network

Note: The location is subject to pilot project funding and traffic engineering studies.

Proposed

- Off-road Multi-use Trail
- Two-way Multi-use Pathway
- One-way Cycle Path / Track¹
- Separated Bike Lane
- Buffered Paved Shoulders
- Bike Lane
- Paved Shoulder
- Signed Route

Other Connections

- AT Route in Windsor
- Regional Trail Systems²

Transportation Features

- Provincial Highway
- County Road
- Municipal Road
- Active Railroad

Other Features

- School
- Winery
- Conservation Area Trailhead
- Recreation and Parkland
- National Park
- Settlement Area
- Watercourse

Pelee Island

Point Pelee National Park

Scale

1. This is similar to a one-way cycle track. However, in trail or on-street trail areas, where there are no sidewalks, pedestrians may also be permitted to use the one-way cycle track.

2. Includes the Watercourse, the Pelee Island Cycling Network, the Copper Systems Group Greenway, and the Great Trail.

0 2.75 5.5 Kilometres

Date: 11/09/2021

NAD 1985 UTM Zone 17N

Projection: Transverse Mercator

Datum: North American 1983

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54.6 KM of proposed CWATS routes in Essex

Notes:

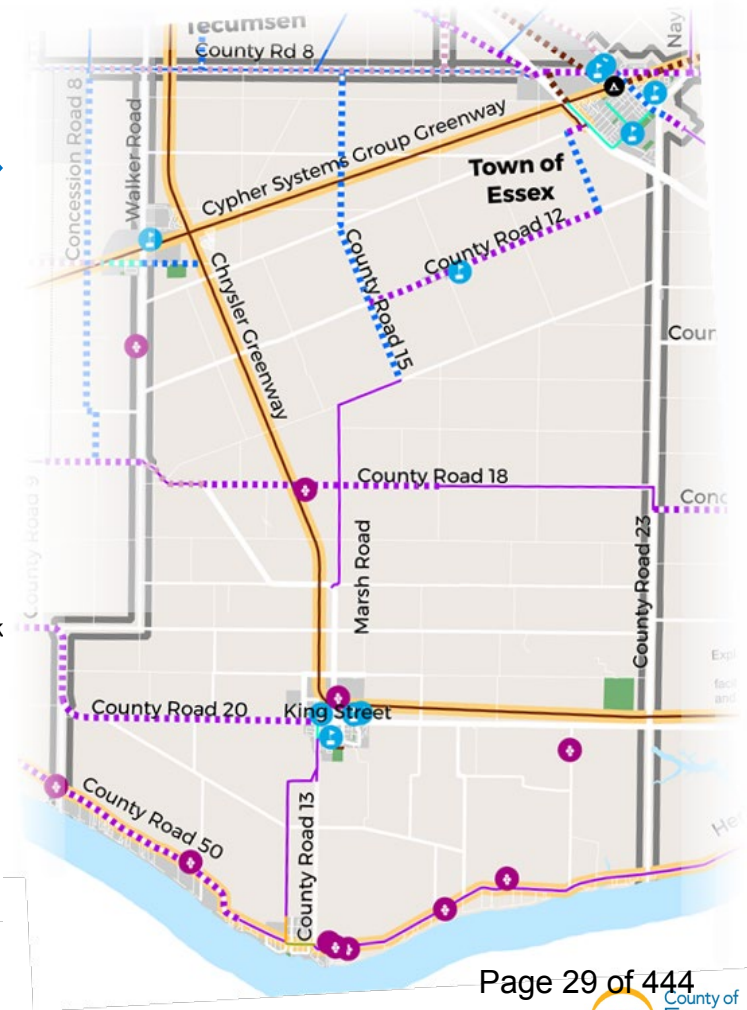
1. For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to the total length for Essex.

CWATS Network

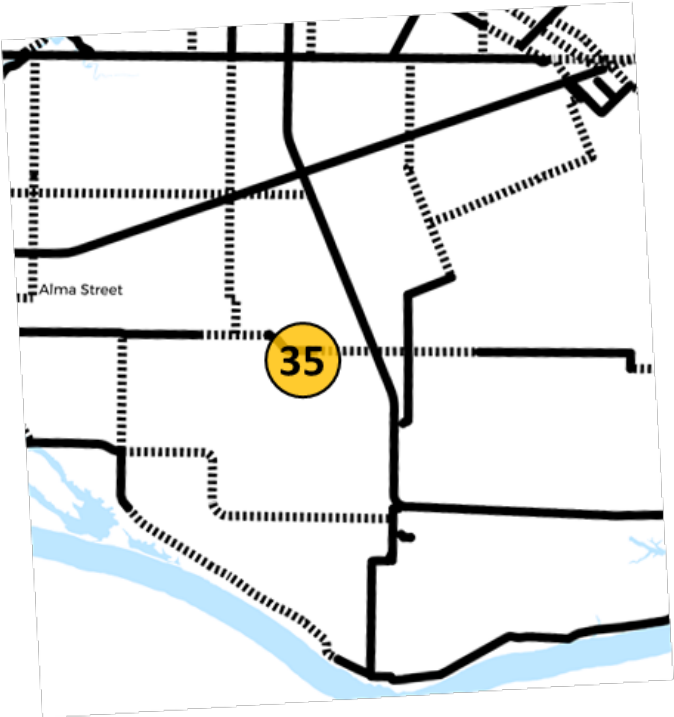
Existing

Proposed

	Off-road Multi-use Trail
	Two-way Multi-use Pathway
	One-way Cycle Path / Track
	Separated Bike Lane
	Buffered Paved Shoulders
	Bike Lane
	Paved Shoulder
	Signed Route



Summary of Changes to Previously Proposed CWATS Routes in Essex

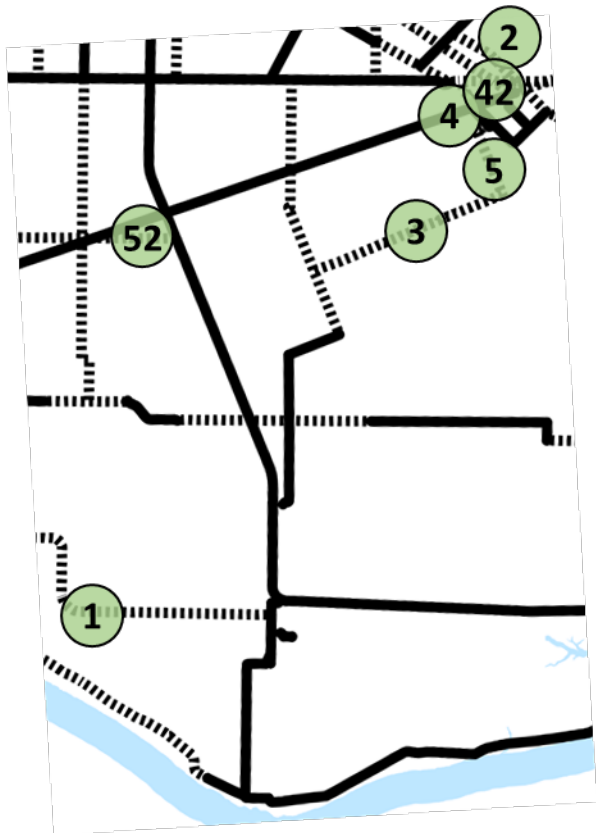


Since the 2012 Plan, the following previously proposed routes were reviewed and modified to better reflect current data and updated design guidelines:

#	Segment
35	Buffered Paved Shoulder along Walker Rd from Smith Rd to County Rd 18 (Previously Proposed and Implemented as Paved Shoulder)

- Notes:**
1. ID's are pulled from County-wide map

Summary of New CWATS Routes in Essex



Through the review of the CWATS network, **the following new routes were identified in locations where there were no facilities proposed in 2012.** These new routes were identified based on updated design guidelines, current data, and consultation and input from Local and County Staff, Council and other stakeholders:

#	Segment
1	Paved Shoulder along County Road 20 from County Road 50 to County Road 13
2	Buffered Paved Shoulder along County Road 34 from County Road 8 to Wilson Sideroad
3	Paved Shoulder along County Road 12 from County Road 15 to Batten Road
4	Paved Shoulder along North Malden Road from Batten Road to Highway 3
5	Signed Route along Batten Road from County Road 12 to North Malden Road
42	Multi-Use Trail along Maidstone Trail from Amherstburg-Essex Greenway to County Rd 8
52	Signed Route along Concession 11 from County Road 11 to Chrysler Greenway

Notes:
1. ID's are pulled from County-wide map

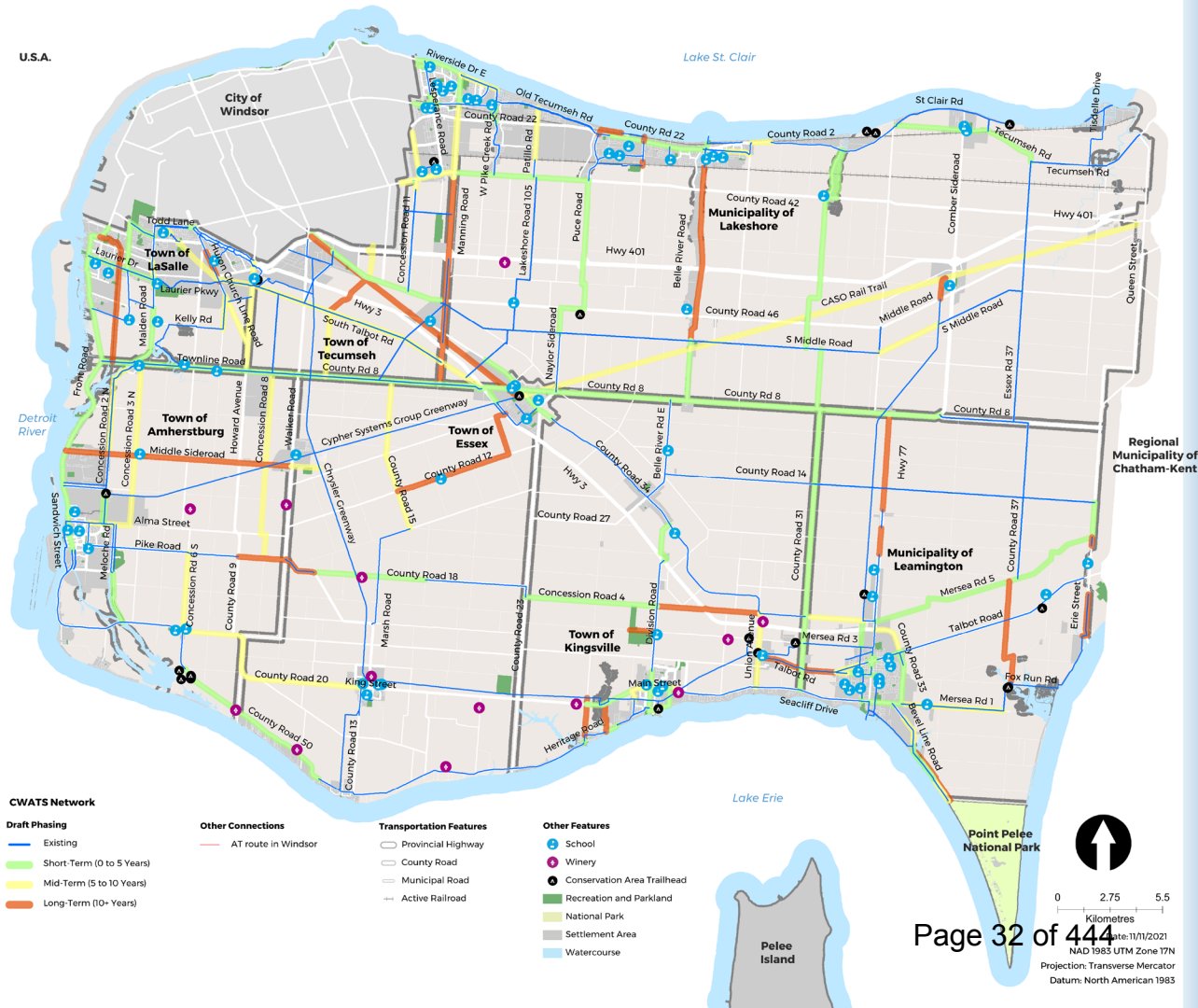
Proposed CWATS Network Phasing

Horizons:

Short-Term (0 to 5 Years)

Mid-Term (5 to 10 years)

Long-Term (10+ Years)



Essex CWATS Network Phasing (proposed)

The proposed CWATS Network was prioritized using the following criteria:

- Planned projects under the Paved Shoulder Program (aligned with County's Road Rehabilitation schedule)
- Planned Capital Works
- Recent feasibility design studies
- Key tourism routes

CWATS Network

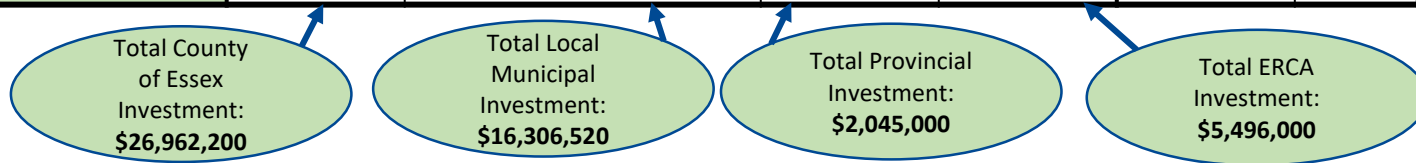
Draft Phasing

- Existing
- Short-Term (0 to 5 Years)
- Mid-Term (5 to 10 Years)
- Long-Term (10+ Years)



CWATS – What was the Investment Estimate in 2012?

2012 CWATS PLAN COST IMPLEMENTATION SUMMARY							
By Jurisdiction and Cost Share Arrangement							
JURISDICTION	COUNTY OF ESSEX TOTAL	LOCAL MUNICIPAL		PROVINCIAL TOTAL	ERCA TOTAL	TOTAL	% of Total Network
		TOTAL	ESTIMATED COST PER YEAR (BASED ON 20 YEARS)				
Amherstburg	\$3,615,240	\$2,679,600	\$133,980	-	\$800,000	\$7,094,840	14%
Essex	\$3,321,520	\$2,024,680	\$101,234	\$400,000	\$632,000	\$6,378,200	13%
Kingsville	\$5,323,740	\$1,936,600	\$96,830	-	\$136,000	\$7,396,340	15%
Lakeshore	\$4,668,380	\$2,885,900	\$144,295	-	\$2,920,000	\$10,474,280	21%
LaSalle	\$2,703,900	\$1,796,400	\$89,820	-	\$16,000	\$4,516,300	9%
Leamington	\$2,405,980	\$3,301,000	\$165,050	-	\$240,000	\$5,946,980	12%
Tecumseh	\$978,760	\$1,682,340	\$84,117	\$600,000	\$752,000	\$4,013,100	8%
Segments along Common Municipal Boundaries	\$3,944,680	-	-	-	-	\$3,944,680	8%
Province of Ontario	-	-	-	\$1,045,000	-	\$1,045,000	2%
TOTAL – NETWORK	\$26,962,200	\$16,306,520		\$2,045,000	\$5,496,000	\$50,809,720	100%



Notes:

1. The ERCA levy will not contain any funding component that relates to the purchase of land or capital upgrades for those trails or bicycle lanes/paths identified in the CWATS report.
2. Local Municipal Shares of Segments along Common Municipal Boundaries have been included Local Municipal Totals, where applicable.
3. Annual cost per year is based on an assumption of equal costs per year over 20 years for budgeting purposes.
4. Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality)

Essex CWATS Network by Phase (Draft)

FACILITY TYPE	SHORT 0 TO 5 YEARS		MID 6 TO 10 YEARS		LONG 10+ YEARS		TOTAL	
	KM	\$	KM	\$	KM	\$	KM	\$
Multi-Use Trail	0.9	\$453,693	1.2	\$2,002	0.7	\$1,199	2.9	\$456,894
Multi-Use Path	0.0	\$0	0.2	\$106,352	0.0	\$0	0.2	\$106,352
Separated Bike Lane	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Cycle Track	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Buffered Paved Shoulder	7.3	\$2,454,720	0.0	\$0	1.8	\$605,081	9.1	\$3,059,800
Paved Shoulder	15.6	\$4,215,035	6.6	\$1,772,277	6.6	\$1,793,424	28.8	\$7,780,736
Bike Lane	0.4	\$30,425	0.0	\$0	0.0	\$0	0.4	\$30,425
Signed Route	1.6	\$2,653	9.5	\$15,386	2.1	\$3,398	13.2	\$21,436
Total	25.8	\$7,156,526	17.5	\$1,896,017	11.3	\$2,403,101	54.6	\$11,455,644
% of Total Network		38%		27%		35%		100%

Total Short-Term
Investment: \$7,156,526

Total Mid-Term
Investment: \$1,896,017

Total Long-Term
Investment: \$2,403,101

Notes:

- Costs subject to change following further CWATS Network refinement. Costs represent the network as of November 2021.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.

Next Steps



1. Town of Essex to provide comments on draft Network to County by January 10, 2022



2. County to continue refining the CWATS Master Plan Network and Implementation Chapters



3. County to return to Essex Council with full draft of Master Plan Update Report for approval in the new year

Thank you

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County of Essex

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Jerry Behl

Manager
Transportation Planning &
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Corinne Chiasson

Assistant Planner
Town of Essex
CWATS Committee Member

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Appendix



County of
Essex

COUNTYOFESSEX.CA

CWATS Update – What is the New Investment Estimate? (Draft)

20 year
timeframe

JURISDICTION	COUNTY			LOCAL				PROVINCIAL			ERCA			TOTAL		
	KM	\$	% OF COST	KM	\$	EST. \$/YR BASED ON 20 YEARS	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST
Amherstburg	55.6	\$9,528,801	13.8%	17.1	\$5,336,485	\$266,824	9.5%	0.0	\$ -	0.0%	0.0	\$ -	0.0%	72.7	\$14,865,286	11.3%
Essex	42.9	\$8,516,706	12.3%	8.8	\$2,482,044	\$124,102	4.4%	0.9	\$453,693	20.7%	2.0	\$3,200	0.1%	54.6	\$11,455,644	8.7%
Kingsville	40.3	\$8,980,491	13.0%	10.8	\$3,546,497	\$177,325	6.3%	0.0	\$ -	0.0%	0.0	\$ -	0.0%	51.1	\$12,526,988	9.5%
Lakeshore	64.7	\$17,936,213	25.9%	27.8	\$17,683,967	\$884,198	31.6%	0.0	\$ -	0.0%	36.4	\$2,052,394	45.9%	128.9	\$37,672,573	28.6%
LaSalle	18.7	\$5,648,690	8.2%	27.6	\$10,043,675	\$502,184	17.9%	0.0	\$ -	0.0%	0.0	\$ -	0.0%	46.3	\$15,692,365	11.9%
Leamington	42.7	\$8,815,707	12.7%	22.7	\$8,056,895	\$402,845	14.4%	6.4	\$1,738,860	79.3%	0.0	\$ -	0.0%	71.8	\$18,611,462	14.1%
Tecumseh	37.3	\$9,721,456	14.1%	25.9	\$8,850,037	\$442,502	15.8%	0.0	\$0	0.0%	8.9	\$2,415,231	54.0%	72.2	\$20,986,725	15.9%
Total	302.2	\$69,148,065	100.0%	140.7	\$55,999,599	\$2,799,980	100.0%	7.3	\$2,192,554	100.0%	47.4	\$4,470,825	100.0%	497.6	\$131,811,043	100.0%

Total County
of Essex Investment:
\$69,148,065

Total Local Municipal
Investment: **\$55,999,599**

Total Provincial
Investment: **\$2,192,554**

Total ERCA Investment:
\$4,470,825

Notes:

- Costs subject to change following further CWATS Network refinement. Costs represent the network as of November 2021.
- Annual cost per year is based on an assumption of equal costs per year over 20 years for budgeting purposes. As phasing is being developed, the annual cost per year will change based on the number of CWATS routes planned to be implemented each year.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.

CWATS Update – What is the Investment Estimate in Essex? (Draft)

FACILITY	COUNTY			LOCAL				PROVINCIAL			ERCA			TOTAL		
	KM	\$	% OF COST	KM	\$	EST. \$/YR BASED ON 20 YEARS	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST
Multi-Use Trail	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.9	\$453,693	100%	2.0	\$3,200	100%	2.9	\$456,894	4%
Multi-Use Path	0.0	\$ -	0%	0.2	\$106,352	\$5,318	4%	0.0	\$ -	0%	0.0	\$ -	0%	0.2	\$106,352	1%
Separated Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Cycle Track	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Buffered Paved Shoulder	7.6	\$2,564,582	30%	1.5	\$495,218	\$24,761	20%	0.0	\$ -	0%	0.0	\$ -	0%	9.1	\$3,059,800	27%
Paved Shoulder	21.9	\$5,918,517	69%	6.9	\$1,862,219	\$93,111	75%	6.4	\$ 1,738,860	100%	0.0	\$ -	0%	28.8	\$7,780,736	68%
Bike Lane	0.2	\$12,170	0%	0.3	\$18,255	\$913	1%	0.0	\$ -	0%	0.0	\$ -	0%	0.4	\$30,425	0%
Signed Route	13.2	\$21,436	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	13.2	\$21,436	0%
Total	42.9	\$8,516,706	100%	8.8	\$2,482,044	\$124,102	100%	0.9	\$453,693	100%	2.0	\$3,200	100%	54.6	\$11,455,644	100%

Total County
of Essex Investment:
\$8,516,706

Total Local Municipal
Investment: **\$2,482,044**

Total Provincial
Investment: **\$453,693**

Total ERCA Investment:
\$3,200

Notes:

- Costs subject to change following further CWATS Network refinement. Costs represent the network as of November 2021.
- Annual cost per year is based on an assumption of equal costs per year over 20 years for budgeting purposes. As phasing is being developed, the annual cost per year will change based on the number of CWATS routes planned to be implemented each year.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.

Essex CWATS Network: Short-Term (Draft)

FACILITY	COUNTY			LOCAL				PROVINCIAL			ERCA			TOTAL		
	KM	\$	% OF COST	KM	\$	Est. \$/yr Based on 5 Years (0 to 5 Years)	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST
Multi-Use Trail	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.9	\$453,693	100%	0.0	\$ -	100%	0.9	\$453,693	6%
Multi-Use Path	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Separated Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Cycle Track	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Buffered Paved Shoulder	5.8	\$1,959,502	36%	1.5	\$495,218	\$99,044	40%	0.0	\$ -	0%	0.0	\$ -	0%	7.3	\$2,454,720	34%
Paved Shoulder	12.9	\$3,485,005	64%	2.7	\$730,030	\$146,006	59%	0.0	\$ -	0%	0.0	\$ -	0%	15.6	\$4,215,035	59%
Bike Lane	0.2	\$12,170	0%	0.3	\$18,255	\$3,651	1%	0.0	\$ -	0%	0.0	\$ -	0%	0.4	\$30,425	0%
Signed Route	1.6	\$2,653	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	1.6	\$2,653	0%
Total	20.5	\$5,459,329	100%	4.4	\$1,243,503	\$248,701	100%	0.9	\$453,693	100%	0.0	\$0	0%	25.8	\$7,156,526	100%

Total County
of Essex Investment:
\$5,459,329

Total Local Municipal
Investment: **\$1,243,503**

Total Provincial
Investment: **\$453,693**

Total ERCA Investment: **\$0**

Notes:

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- Annual cost per year is based on an assumption of equal costs per year over 5 years for budgeting purposes. As phasing is being developed, the annual cost per year will change based on the number of CWATS routes planned to be implemented each year for the short-term phase.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.

Essex CWATS Network: Mid-Term (Draft)

FACILITY	COUNTY			LOCAL				PROVINCIAL			ERCA			TOTAL		
	KM	\$	% OF COST	KM	\$	Est. \$/yr Based on 5 Years (6 to 10 years)	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST
Multi-Use Trail	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	1.2	\$2,002	100%	1.2	\$2,002	0%
Multi-Use Path	0.0	\$ -	0%	0.2	\$106,352	\$21,270	100%	0.0	\$ -	0%	0.0	\$ -	0%	0.2	\$106,352	6%
Separated Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Cycle Track	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Buffered Paved Shoulder	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Paved Shoulder	6.6	\$1,772,277	99%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	6.6	\$1,772,277	93%
Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Signed Route	9.5	\$15,386	1%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	9.5	\$15,386	1%
Total	16.1	\$1,787,663	100%	0.2	\$106,352	\$21,270	100%	0.0	\$ -	0%	1.2	\$2,002	100%	17.5	\$1,896,017	100%

Total County
of Essex Investment:
\$1,787,663

Total Local Municipal
Investment: **\$106,352**

Total Provincial
Investment: **\$0**

Total ERCA Investment:
\$2,002

Notes:

- Costs subject to change following further CWATS Network refinement. Costs represent the network as of November 2021.
- Annual cost per year is based on an assumption of equal costs per year over 5 years for budgeting purposes. As phasing is being developed, the annual cost per year will change based on the number of CWATS routes planned to be implemented each year in the mid-term phase.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.

Essex CWATS Network: Long-Term (Draft)

FACILITY	COUNTY			LOCAL				PROVINCIAL			ERCA			TOTAL		
	KM	\$	% OF COST	KM	\$	EST. \$/YR BASED ON 20 YEARS	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST	KM	\$	% OF COST
Multi-Use Trail	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.7	\$1,199	100%	0.7	\$1,199	0%
Multi-Use Path	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Separated Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Cycle Track	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Buffered Paved Shoulder	1.8	\$605,081	48%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	1.8	\$605,081	25%
Paved Shoulder	2.4	\$661,235	52%	4.2	\$1,132,189	\$113,219	100%	0.0	\$ -	0%	0.0	\$ -	0%	6.6	\$1,793,424	75%
Bike Lane	0.0	\$ -	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%
Signed Route	2.1	\$3,398	0%	0.0	\$ -	\$ -	0%	0.0	\$ -	0%	0.0	\$ -	0%	2.1	\$3,398	0%
Total	6.3	\$1,269,714	100%	4.2	\$1,132,189	\$113,219	100%	0.0	\$0	0%	0.7	\$1,199	100%	11.3	\$2,403,101	100%

Total County
of Essex Investment:
\$1,269,714

Total Local Municipal
Investment: **\$1,132,189**

Total Provincial
Investment: **\$0**

Total ERCA Investment:
\$1,199

Notes:

- Costs subject to change following further CWATS Network refinement. Costs represent the network as of November 2021.
- Annual cost per year is based on an assumption of equal costs per year over 10 years for budgeting purposes. As phasing is being developed, the annual cost per year will change based on the number of CWATS routes planned to be implemented each year in the long-term phase.
- Some projects are cost shared and are based on the cost share arrangement based on the approved 2012 CWATS Master Plan (40% County of Essex and 60% local municipality). These cost sharing agreements have also been applied to the lengths.
- For segments along common municipal boundaries, it is assumed that 50% of the distance would be attributed to each of the local municipalities.



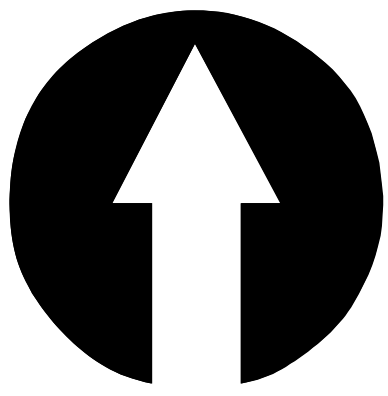
Map 2A



CWATS Network

Existing	Proposed	Other Connections	Transportation Features	Other Features
	Off-road Multi-use Trail	AT route in Windsor	Provincial Highway	School
	Two-way Multi-use Pathway	Regional Trail Systems ²	County Road	Winery
	One-way Cycle Path / Track ¹		Municipal Road	Conservation Area Trailhead
	Separated Bike Lane		Active Railroad	Recreation and Parkland
	Buffered Paved Shoulders			National Park
	Bike Lane			Settlement Area
	Paved Shoulder			Watercourse
	Signed Route			

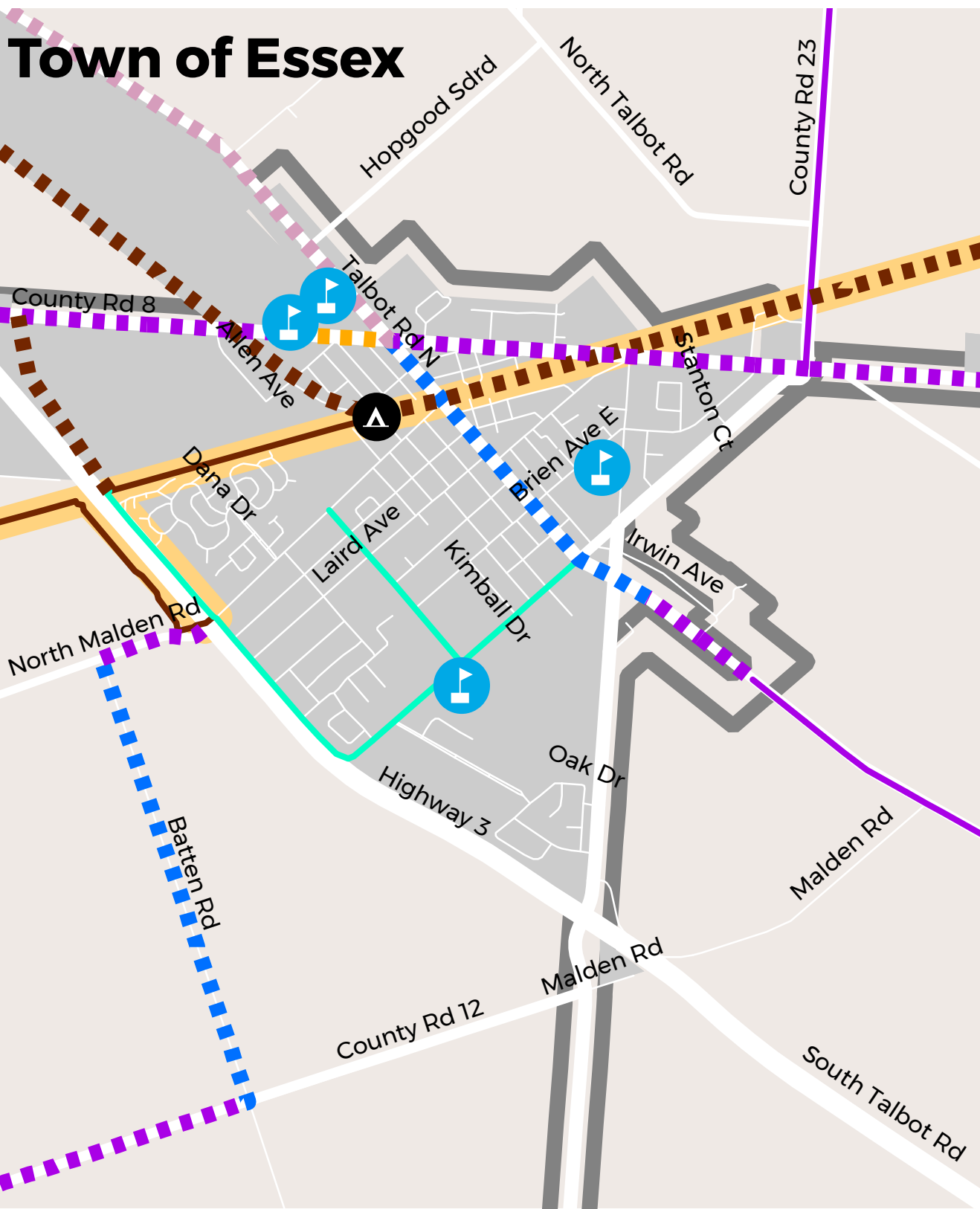
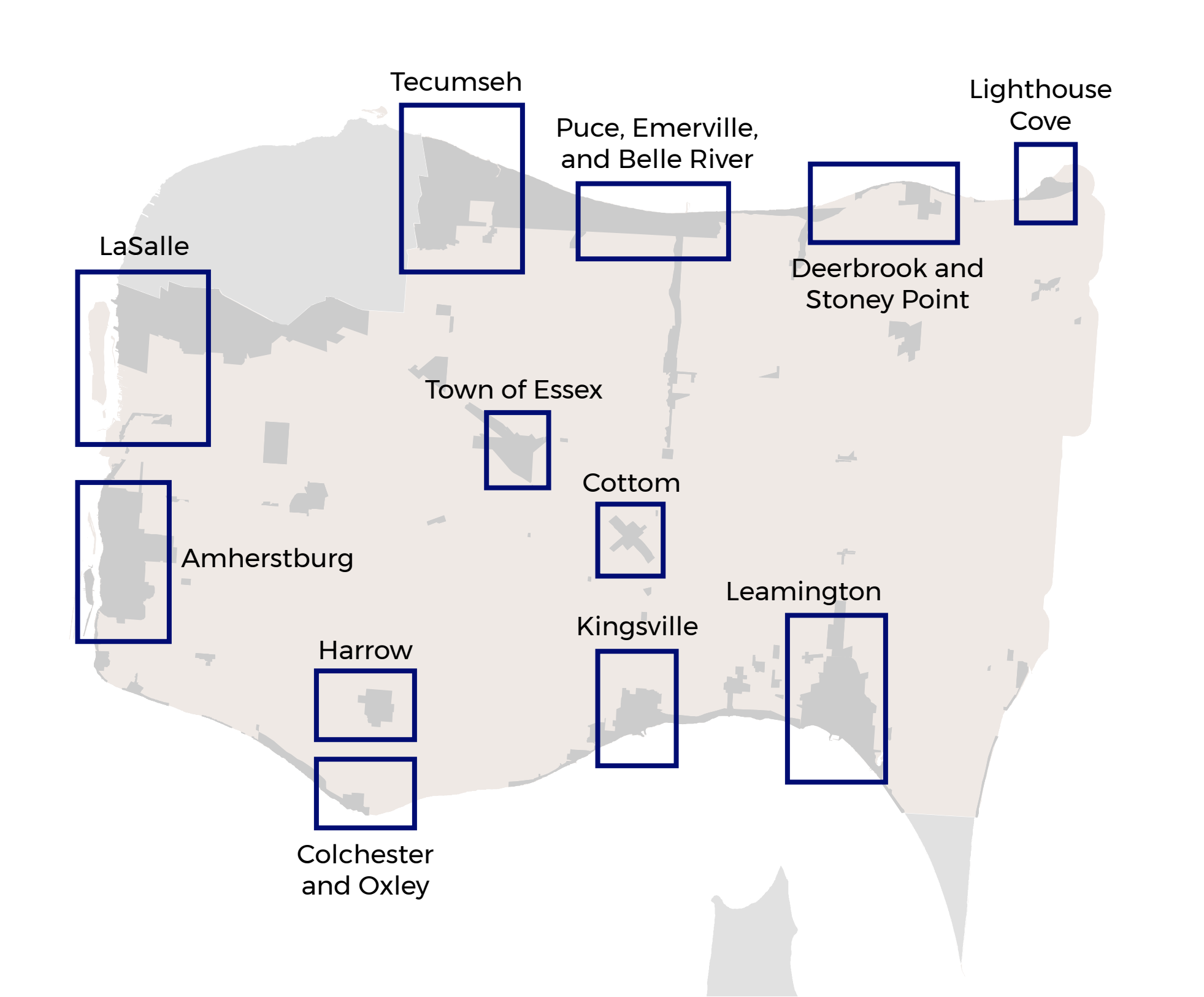
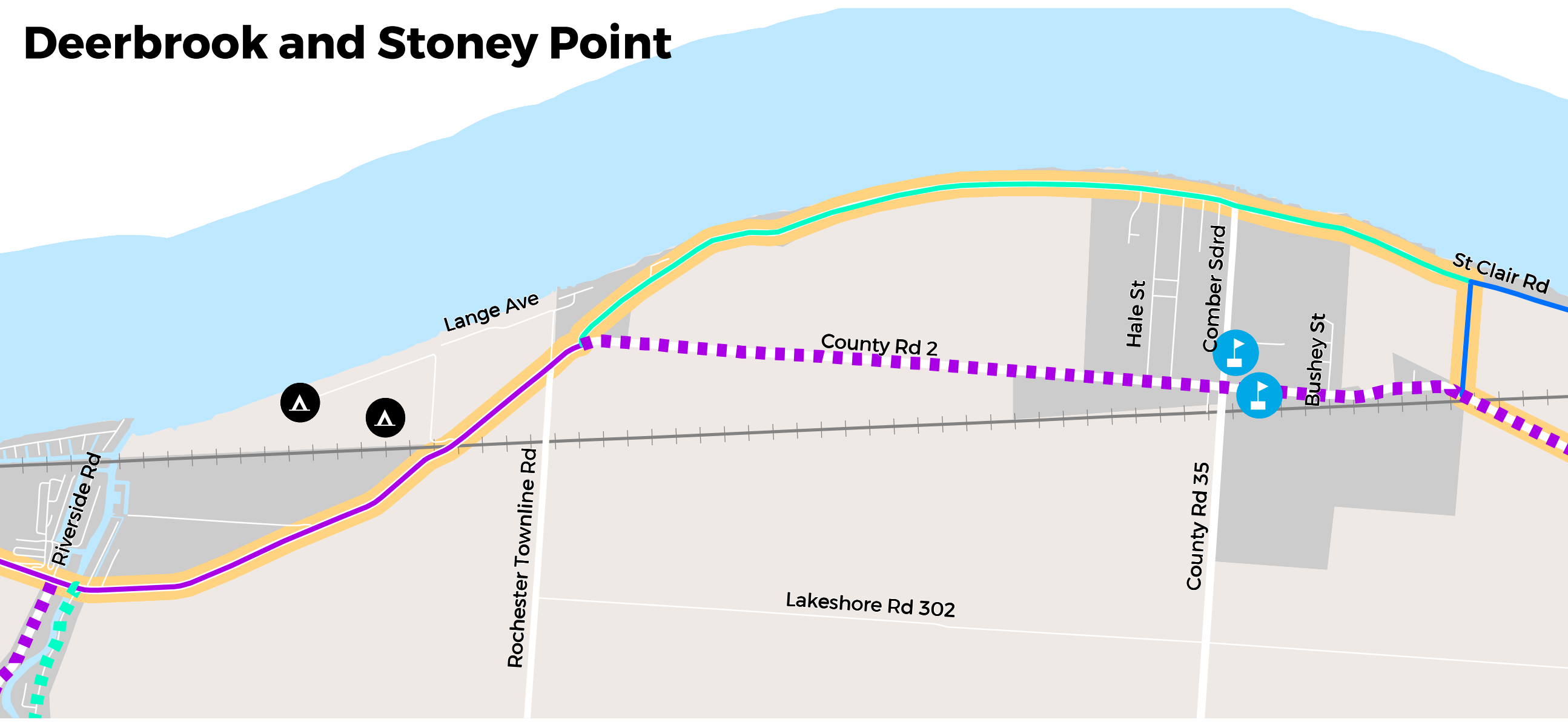
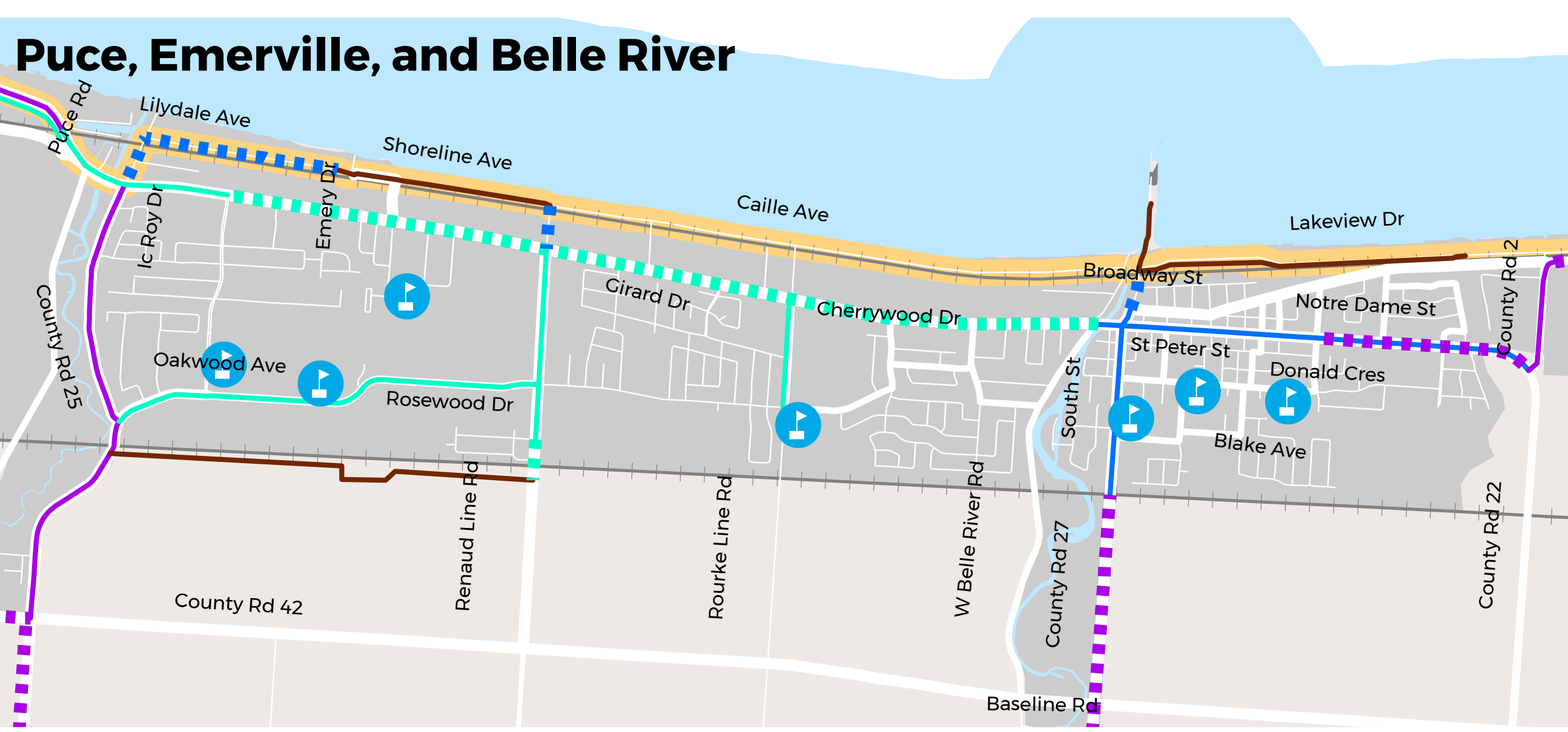
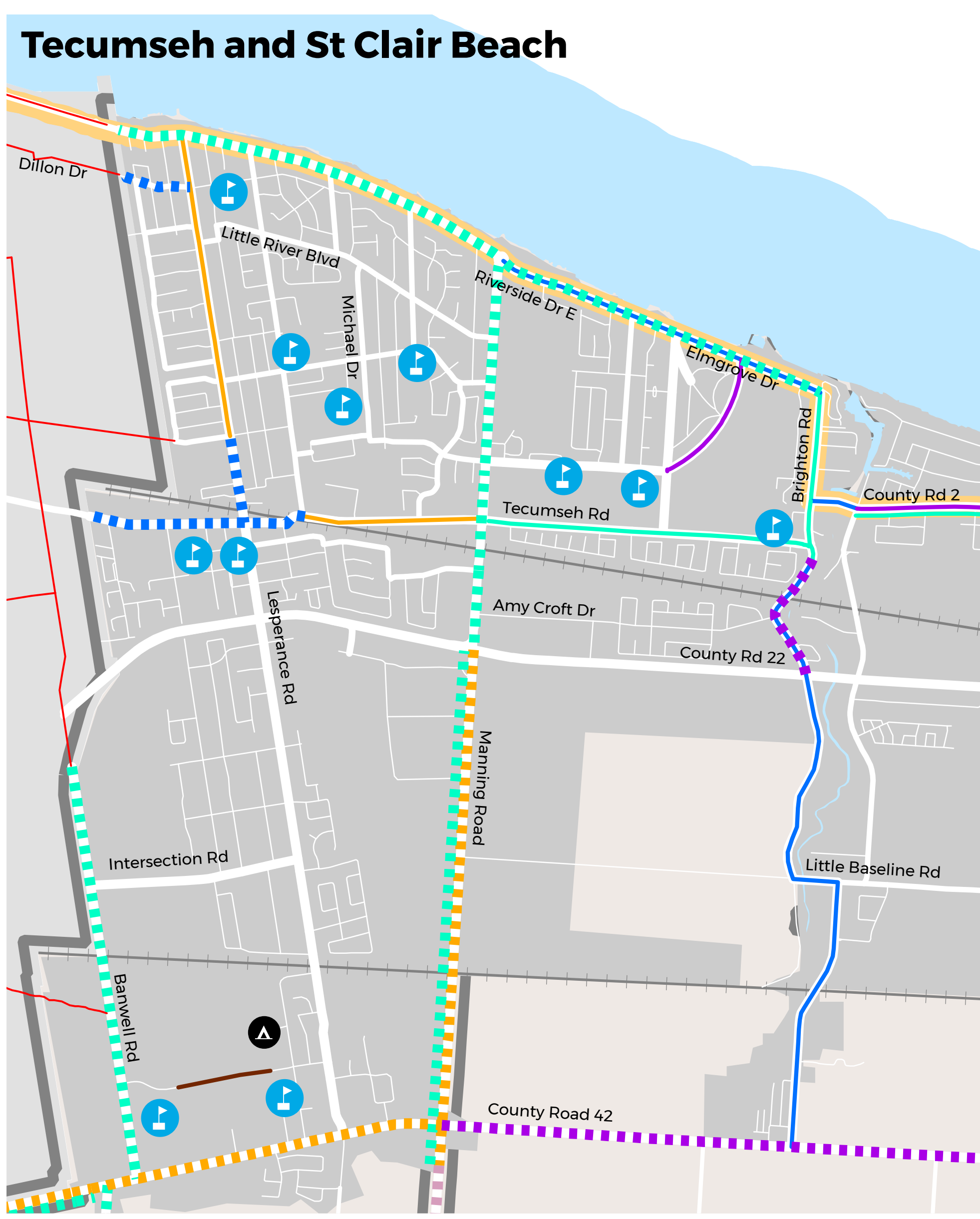
Note:
1. This is similar to a one-way cycle track. However, in rural or semi-rural areas where there are no sidewalks, pedestrians may also be permitted to use the one-way cycle path e.g. County Road 20 in Kingsville.
2. Includes the Waterfront Trail, the Province-wide Cycling Network, the Cypher Systems Group Greenway, and the Great Trail.



0 2.75 5.5
Kilometres

Date: 11/09/2021
NAD 1983 UTM Zone 17N
Projection: Transverse Mercator
Datum: North American 1983

Draft CWATS Network by Facility Types
County Wide Active Transportation System (CWATS) Master Plan Update

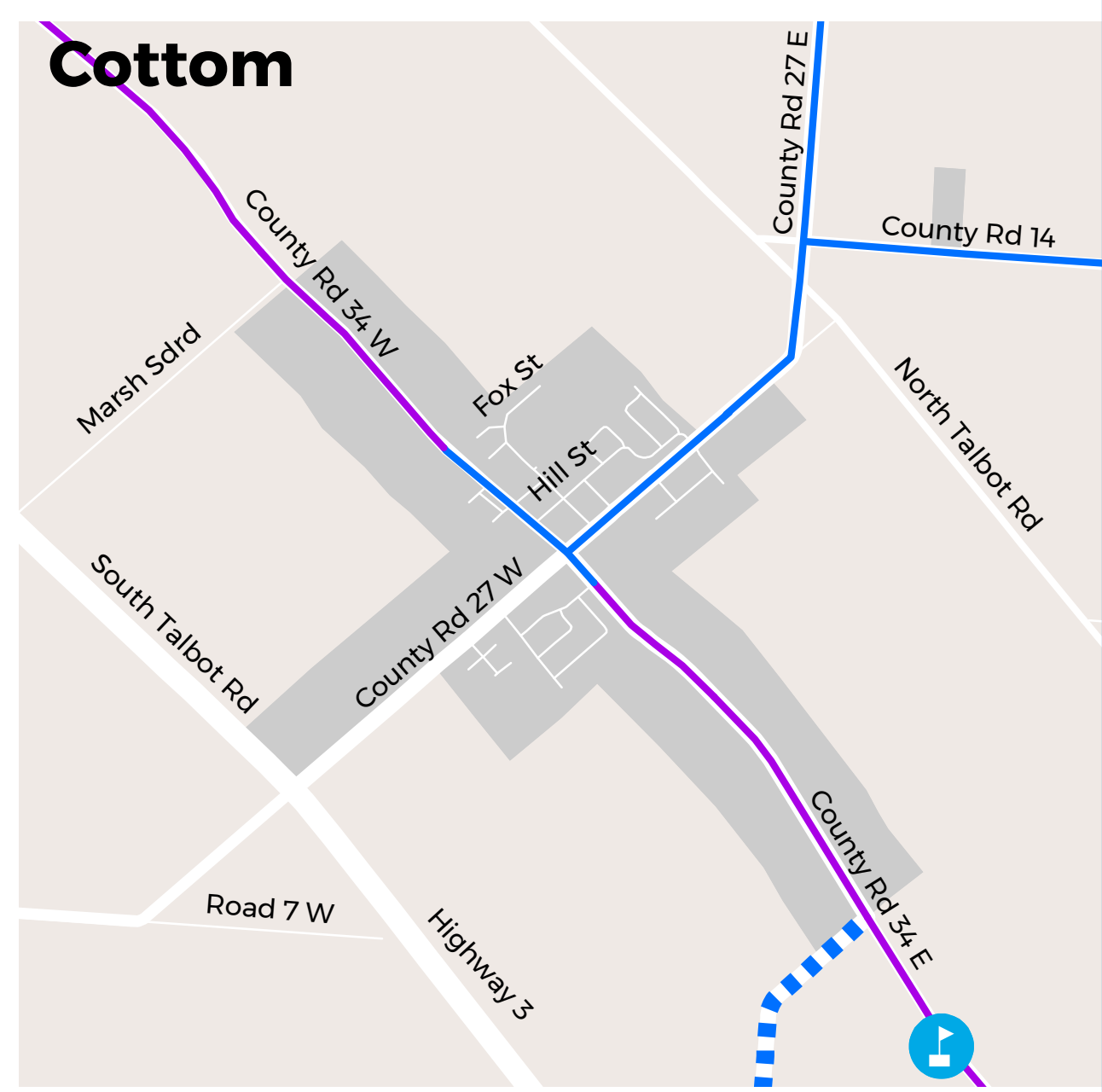
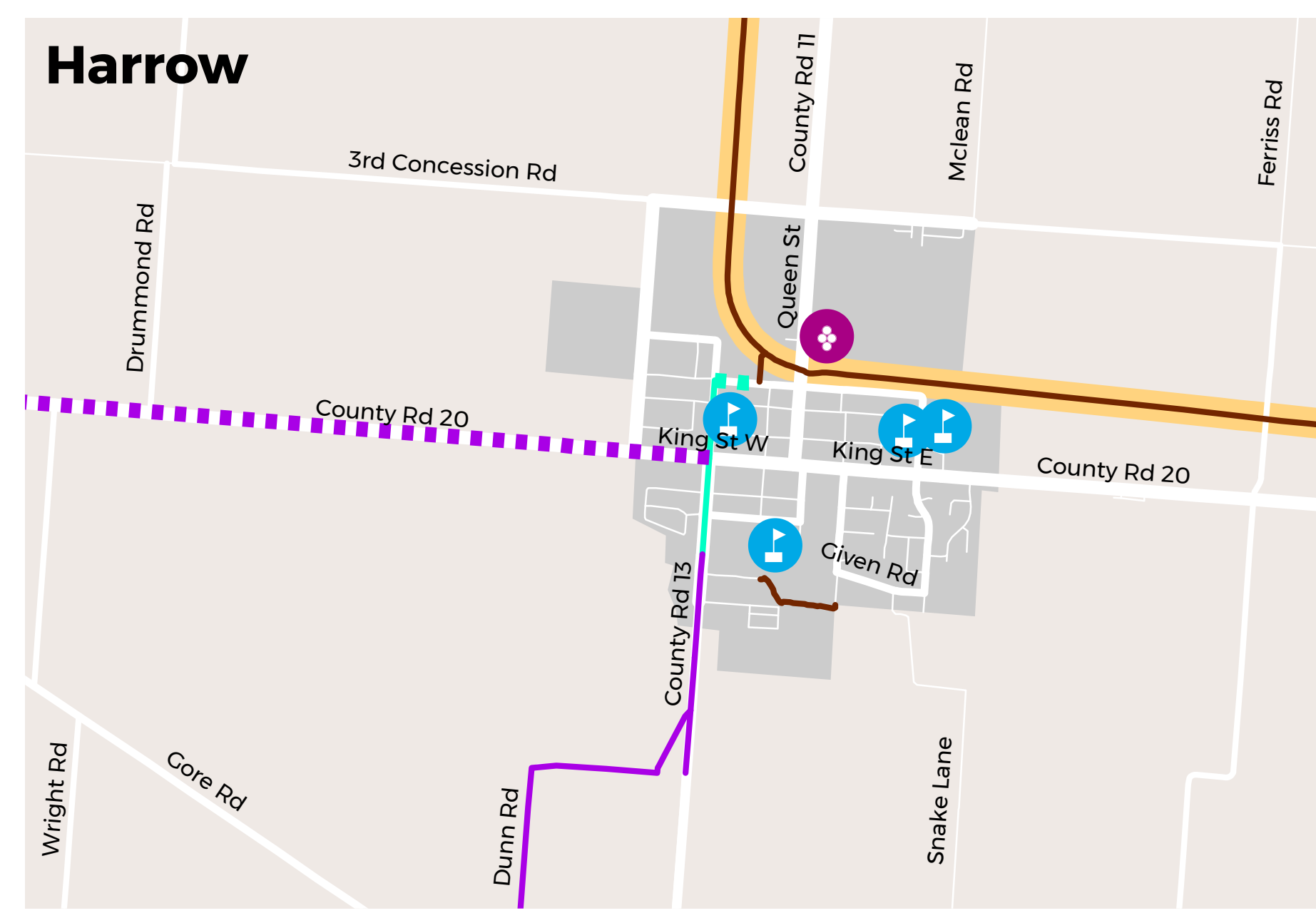
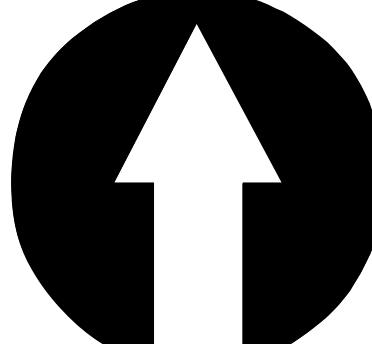


- ### CWATS Network
- | Existing | Proposed |
|----------|---|
| | Off-road Multi-use Trail |
| | Two-way Multi-use Pathway |
| | One-way Cycle Path / Track ¹ |
| | Separated Bike Lane |
| | Buffered Paved Shoulders |
| | Bike Lane |
| | Paved Shoulder |
| | Signed Route |

- ### Other Connections
- AT route in Windsor
 - Regional Trail Systems ²

- ### Transportation Features
- Provincial Highway
 - County Road
 - Municipal Road
 - Active Railroad

- ### Other Features
- School
 - Winery
 - Conservation Area Trailhead
 - Recreation and Parkland
 - National Park
 - Settlement Area
 - Watercourse

0 1 2
Kilometres

Date: 11/09/2021
NAD 1983 UTM Zone 17N
Projection: Transverse Mercator
Datum: North American 1983



Map 2B

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 *

Perry Basden

Date of Request *

11/25/2021



Are you representing a group? *

☒ Yes

☐ No

Name of Group (if applicable)

Heritage Colchester

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

Request to appear before Regular Council Meeting of December 6, 2021 to thank Council for passing of By-Law 2021 regarding the Lease agreement between Town of Essex and Heritage Colchester.

Bring Council up to date with successes to date and next steps to be taken toward restoration of the Colchester Schoolhouse.

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.

2020, 2021

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.

None

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

Perry Basden, President
Heritage Colchester

Your Phone Numbers

Home**Work**

Use format 519-
776-7336

Cell

Use format 519-
776-7336

Email Address

Heritage.Colchester@hotmail.com

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

Perry Basden, President
Heritage Colchester

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: Community Services
Division: Parks and Facilities
Date: December 6, 2021
Prepared by: Jake Morassut, Manager, Parks and Facilities
Report Number: Parks and Facilities-2021-20
Subject: Short-Term Seasonal Rentals and Commercial Operations at Colchester Harbour
Number of Pages: 5

Recommendation(s)

That Parks and Facilities-2021-20 entitled Short Term Rentals and Commercial Operations at Colchester Harbour prepared by Jake Morassut, Manager, Parks and Facilities dated December 6, 2021 be received, and

That Council approve a 50% premium for short-term rentals and/or those utilizing the slips outside of recreational Harbour operations, and

That Council permit only two short-term rental operators per season, with grandfathering permissions to the extra one that is utilizing the Harbour now.

Purpose

To seek support from Council on a process for commercial seasonal rentals that do not relate to fishing and Harbour operations.

Background and Discussion

In June 2021, Council asked administration to monitor complaints from residents regarding short term rental operations at the Colchester Harbour. During the early part of the season, a small number of complaints were received from residents regarding noise and swimming in the Harbour. Since that time, Administration met with residents to discuss these concerns followed by meeting with the operator of the short-term rentals. During the meeting with the operator these issues were discussed and very few complaints were received from residents after this discussion.

Since the number of documented complaints is low and the operator of the short-term rental company has addressed issues as they have come up, administration is recommending that we continue to permit the operation of short-term rentals at the Colchester Harbour with the following conditions:

1. No more than two short-term rentals are permitted in the Colchester Harbour at any time. Note: there is currently three short-term rentals which would be permitted as a “grandfathering” clause; however, if one of these short-term rentals leave the Harbour a new one would not be permitted back as we will then maintain a strict two short-term rental rule at that point.
2. Short-term rentals would fall under a new classification on the Colchester Harbour fee schedule being “Commercial Rentals not related to Harbour Operations” which would incur a 50% premium from the base rate. This would apply to existing short-term operators renewing their contracts for 2022 and beyond.
3. Short-term rentals would continue to have Harbour staff track complaints. Should these complaints recur without the operator addressing them, the Town is permitted to cancel the rental contract if the rules and regulations are not followed by the operator and/or those on the boat.

4. Any short-term rental at the Colchester Harbour must follow all municipal by-laws and policies regarding short term rentals, which may include additional rules, regulations, licensing, etc., as set forth by Council.

To rationalize the points listed above, it is important that the Colchester Harbour maintain its grassroots as a fishing and recreational activity location. The Town of Essex should continue to promote fishing and recreational boating activities, but also maintain that Colchester Harbour and the surrounding area is an agri-tourist destination and the Town of Essex wants to attract people to the area. Administration recommends having a small number of short-term rentals to promote area tourism but also ensure the Harbour is mostly for recreational activity.

As short-term rentals are for-profit businesses, administration recommends a 50% premium on the base rate cost. For example, the 2021 rate per foot for a recreational boater is \$49.00 per foot, with a minimum charge of 30 feet on D dock—this totals \$1,470.00 per season. The commercial rate for those not falling within regular operations would now be \$2,205.00 (based on 2021 rates). There are currently some commercial operators in the Harbour; some examples are fishing charters, rescue boats, and tow boats. Since these commercial operators fall within the regular operations of a Harbour they would not incur this increased rate as it would continue to promote the grassroot activities of a Harbour.

Lastly, we want to ensure that there is a complaint process through the proper channels so the Harbour staff and administration can work with the short-term rental operators to ensure compliance. The terms and conditions do have a process that permits administration to cancel a rental agreement should the operator not address the issues; however, we would take all possible avenues to avoid this from occurring—this comes with a close working relationship with the short-term rental operators and open communication. The Town of Essex does have staff and paid security on site to be able to address issues as they occur. Staff and security will continue to have training on the rules and regulations with the expectations set forth for the short-term rentals.

Financial Impact

A 50% premium will be applied to the regular seasonal rate for any short-term rentals and/or those utilizing the slips outside of recreational Harbour operations. The Town of Essex would receive a net increase in revenues of \$2,842.00 based on the current short-term rentals returning for 2022.

Consultations

Jay Affleck, Assistant Manager, Parks and Facilities

Rita Jabbour, Manager, Planning Services

Kate Giurissevich, Director, Corporate Services

Doug Sweet, Chief Administrative Officer

Link to Strategic Priorities

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

Report Approval Details

Document Title:	Short-Term Seasonal Rentals and Commercial Operations at Colchester Harbour - Parks and Facilities-2021-20.docx
Attachments:	
Final Approval Date:	Nov 28, 2021

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

A handwritten signature in black ink, appearing to read 'Doug Sweet', with a stylized flourish extending from the end.

Doug Sweet, Chief Administrative Officer - Nov 28, 2021 - 2:12 PM



Report to Council

Department: Corporate Services

Division: Finance and Business Services

Date: December 6, 2021

Prepared by: Katelynn Giurissevich, CPA, CA, Director, Corporate Services

Report Number: Finance and Business Services-2021-14

Subject: Revised Schedules to By-Laws 1812, 2040, and 1850

Number of Pages: 10 including attachments

Recommendation(s)

That Corporate Services Report 2018-018 report entitled Revised Schedules to By-Laws 1812, 2040 and 1850 be received; and

That the following three schedules be revised effective January 1, 2022:

1. Schedule "C" to By-Law Number 1812, being a by-law respecting the maintenance, management, regulation and control of any cemetery owned by The Corporation of the Town of Essex,
2. Schedule "A" to By-Law Number 2040, being a by-law to establish a schedule of miscellaneous fees and charges, and
3. Schedule "B-1" and "B-2" to By-Law Number 1850, being a by-law for the imposition of Development Charges.

Purpose

A By-Law and revisions to a by-law, including any related schedules, must be adopted by Council.

Background and Discussion

1. Schedule C to By-Law Number 1812

Schedule C to By-Law Number 1812, being a by-law respecting the maintenance, management, regulation and control of any cemetery owned by the Town, provides the tariff of rates related to cemetery lot sales, interment, headstone moving, markers. Annually, the tariff of rates is updated to reflect the change in the Consumer Price Index. A revised Schedule C to By-Law Number 1812 is attached and has been updated to reflect the year-to-date average of the year over year change in the Consumer Price Index of 4.4% as at September 2021.

2. Schedule A to By-Law Number 2040

By-Law Number 2040, being a by-law to establish a schedule of miscellaneous fees and charges, provides that miscellaneous fees and charges shall be adjusted annually, on January 1 in any given year by the year over year change in the Consumer Price Index as published for the third quarter of the prior year. Accordingly, Schedule "A" to By-Law Number 2040 attached has been revised to reflect the year over year change of 4.4% for all fees except lottery licences, which are provincially regulated.

3. Schedule B-1 and B-2 to By-Law Number 1850

The Development Charges Act, 1997 (the "Act") requires that Development Charges shall be adjusted annually, on the first day of every year based on the Statistics Canada Quarterly, Construction Price Statistics. The change in the Construction Price Statistics

reported for the third quarter of 2021 is 11.6% and the attached Schedule B to By-Law Number 1850 has been revised to reflect this change.

Financial Impact

The new rates for miscellaneous fees and charges will provide for increased revenues to offset an increase in expenses resulting from changes in the Consumer Price Index, and in the case of the Development Charges, the Construction Price Statistics.

Consultations

Watson and Associates for the Development Charge index.

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.

Schedule "A.1" to By-Law Number 2040				
(Effective January 1, 2022, subject to applicable HST)				
Department	Name of Fee or Charge	Description of Fee or Charge	Unit	Fee or Charge
Fire and Rescue Services	Non-resident Motor Vehicle Accident or Fire Attendance	Motor Vehicle Accident Response	Per hour or other if specified	As set by Ministry of Transportation
Public Works	Cost Recovery for works carried out by Maintenance and Operations	Costs for services such as engineering, construction and miscellaneous activities, damage repair, etc. Billable to third parties	Per hour or other if specified	OPSS 127 rates for equipment plus Town of Essex rates fo labour plus actual cost of material plus costs incurred for contracted services.
Public Works	Cost Recovery for roadway signage damage and/or requests	Costs for services related to repairing damage or establishing road closure or directional signage	Per hour or other if specified	OPSS 127 rates for equipment plus Town of Essex rates fo labour plus actual cost of material plus costs incurred for contracted services.
Public Works	Cost Recovery for damage to Traffic Signal Equipment or streetlights	Costs for services related to repairing damage to Signal Equipment or streetlights	Per hour or other if specified	OPSS 127 rates for equipment plus Town of Essex rates fo labour plus actual cost of material plus costs incurred for contracted services.
Remark: Ministry of Tranportation Collision Report Order Fee will be charged at actual, if any.				

Schedule "B-1"									
to By-Law Number 1850									
Schedule of Development Charges for "Hard Services"									
(Effective January 1, 2022)									
Service	Residential - Single and Semi-Detached Dwelling	Residential- Apartments - 2 Bedrooms +	Residential- Apartments - Bachelor and 1 Bedroom	Residential- Other Multiples	Residential- Special Care/ Special Dwelling Units	Non- Residential - (per square foot of Gross Floor Area)	Wind Turbines and Telecommu-ication Towers	Solar Farms (per square foot)	
Municipal Wide Services:									
Services Related to a Highway	\$ 1,830	\$ 923	\$ 770	\$ 1,109	\$ 653	\$ 0.86	\$ 1,830	\$ 0.86	
Fire Protection Services	\$ 1,155	\$ 583	\$ 486	\$ 699	\$ 412	\$ 0.54	\$ 1,155	\$ 0.54	
Policing Services	\$ 504	\$ 254	\$ 212	\$ 305	\$ 179	\$ 0.22	\$ 504	\$ 0.22	
Administration- Essential Service Studies	\$ 106	\$ 53	\$ 45	\$ 65	\$ 38	\$ 0.05	\$ 106	\$ 0.05	
Total Municipal Wide Services (Hard Services)	\$ 3,595	\$ 1,813	\$ 1,513	\$ 2,178	\$ 1,282	\$ 1.67	\$ 3,595	\$ 1.67	
Area Specific Services:									
Ward 1- Essex Service Area	\$ 3,952	\$ 1,993	\$ 1,662	\$ 2,393	\$ 1,409	\$ 2.39	\$ -	\$ -	
Ward 2- Colchester North Service Area	\$ 1,028	\$ 519	\$ 433	\$ 623	\$ 367	\$ -	\$ -	\$ -	
Ward 3- Colchester South Service Area	\$ 2,438	\$ 1,230	\$ 1,025	\$ 1,477	\$ 869	\$ 1.39	\$ -	\$ -	
Ward 4- Harrow Service Area	\$ 2,929	\$ 1,478	\$ 1,232	\$ 1,775	\$ 1,045	\$ 1.69	\$ -	\$ -	

Schedule "B-2"									
to By-Law Number 1850									
Schedule of Development Charges for "Soft Services"									
(Effective January 1, 2022)									
Service	Residential					Non-Residential			
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	Special Care/ Special Dwelling Units	(Per square foot of Gross Floor Area)	Wind Turbines and Telecommu-ication Towers	Solar Farms (per square foot)	
Outdoor Recreation Services	\$ 1,737	\$ 876	\$ 730	\$ 1,052	\$ 619	\$ 0.07	\$ -	\$ -	
Indoor Recreation Services	\$ 3,831	\$ 1,933	\$ 1,611	\$ 2,320	\$ 1,366	\$ 0.13	\$ -	\$ -	
Library Services	\$ 265	\$ 134	\$ 112	\$ 160	\$ 94	\$ 0.01	\$ -	\$ -	
Administration- Community Based Studies	\$ 119	\$ 60	\$ 50	\$ 72	\$ 42	\$ 0.06	\$ -	\$ -	
Total Municipal Wide Services (Soft Services)	\$ 5,952	\$ 3,004	\$ 2,503	\$ 3,604	\$ 2,122	\$ 0.27	\$ -	\$ -	



The Corporation of the Town of Essex

operating as

Town of Essex

33 Talbot Street South

Essex, ON

N8M 1A8

Tel: (519) 776-7336

Website: www.essex.ca

Email: clerks@essex.ca

Cemetery Operator Licence # CM - 3268656

Person in Charge of Day-to-Day Operations:

Shelley Brown

Deputy Clerk

PRICE LIST

Effective date: January 1, 2022

Unless otherwise specified, prices shown do NOT include applicable HST.

The following format and content of the price list has been stipulated by the Bereavement Authority of Ontario and is required to be posted by all bereavement licensees.

INTERMENT AND SCATTERING RIGHTS

Interment right prices listed below include a non-refundable contribution to the cemetery's Care and Maintenance Fund.* The prices listed below do not include the opening and closing of the grave, niche or crypt ("interment fee"), memorialization costs (flat marker, upright monument, etc.) and associated installation fees.

In-ground burials

Adult Grave (Resident)	\$1,219.13
Adult Grave (Non-Resident)	\$1,828.24

Social service interment \$1,300.00

This fee is paid for by Ontario Works for qualified recipients and includes the cost of opening and closing the grave.

Niches

Niche including Granite Front (Resident)	\$2,052.86
Niche including Granite Front (Non-Resident)	\$2,565.61

A complete list of all prices for the above interment rights is available upon request.

*Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act*, 2002 and Ontario Regulation 30/11, the amounts below will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund/Account. Income (interest) from this fund is used to cover care and maintenance expenses of the cemetery in perpetuity.

For one in-ground grave, 2.23m ² /24ft ² or larger	40% (or minimum \$250) of the purchase price
For one child or cremation grave, smaller than 2.23m ² /24ft ²	40% (or minimum \$150) of the purchase price
For one columbarium niche	15% (or minimum \$100) of the purchase price

INTERMENT RIGHT & MARKER SPECIFICATIONS

Interment Right:	Section	Single or Extra* Depth	Number of Burials Allowed		Marker Allowed - Yes or No	Marker Specifications (ex. size, flat or upright)
			Caskets	Cremated Remains		
Adult Grave	All	Single	1	2	Y	Flat
Columbarium Niche	All	n/a	0	2	Y	Flat (provided)

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Interment of an adult at standard depth	\$1,068.62
Interment of an infant or child at standard depth	\$561.29

Cremated Remains Disposition Fees

Interment of cremated remains	\$913.99
Cremated remains in a columbarium niche.....	\$319.46

Late Arrival Fees, Surcharges

Late fee for arrival at cemetery after 2:00pm Monday to Saturday	\$162.87
Surcharge for winter interments (between November 15 and March 31)	\$162.87

Disinterment Fees (standard depth)

Disinterment of remains from an adult grave	Contact Town Staff
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Removal of cremated remains

Disinterment of cremated remains	Contact Town Staff
Removal of cremated remains from a columbarium niche.....	Contact Town Staff

Administration fees

Transfer of interment rights to another person.....	\$162.87
Replacement of lost Certificate of Interment Rights	\$162.87

Add any other services offered

Headstone Moving.....	\$530.73
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Etching Fee for Niche

Last Name(s), Date(s) and optional personal text at bottom.....	\$229.68
Final Date(s) if not done with original etching	\$65.46
Customized Photo (per photo, maximum of 2)	\$132.07
Clip Art (per item, maximum of 2)	\$68.90

PAYMENT, FINANCING & FUNDING

For services at time of death:

Payment is due upon signing the contract and prior to interment. Payment may be made by cash, cheque and debit.

Financial assistance for burial and cremation services may be available through various governmental agencies, to those who qualify.

Schedule "A" to By-Law Number 2040			
(Effective January 1, 2022, subject to applicable HST)			
Department	Description of Fee or Charge	Unit	Fee or Charge
Building	Class A & B - Assembly and Institutional:		
	Assembly & Institutional	Per square foot	\$ 1.77
	Class C - Residential:		
	All finished floors	Per square foot	\$ 1.19
	Unfinished floors	Per square foot	\$ 1.19
	Decks, porch, shed	per permit	\$ 100.22
	Accessory structures	Per square foot	\$ 0.33
	House moving	Each	\$ 626.40
	Fence	Flat Fee	\$ 66.82
	Above ground pool	Flat Fee	\$ 66.82
	Inground pool	Flat Fee	\$ 133.63
	Renovations	Per square foot	\$ 0.78
	Class D & E - Office & Mercantile:		
	Office and Mercantile	Per square foot	\$ 1.05
	Renovations/tenant improvement	Per square foot	\$ 0.58
	Class F - Industrial:		
	Industrial Office area	Per square foot	\$ 1.05
	Industrial Plant area	Per square foot	\$ 0.75
	Renovations	Per square foot	\$ 0.58
	Agricultural:		
	Pole barns	Per square foot	\$ 0.26
	Accessory Agricultural	Per square foot	\$ 0.31
	Greenhouses	Per square foot	\$0.25 Plus \$0.01 on balance
	Farm Building Renovation	Per square foot	\$ 0.26
	Plumbing:		
	New Construction	Per Unit	\$ 684.00
	Plumbing Renovations	Per Fixture	\$15.66, Min. of \$66.82
	Backwater valve	Per Unit	\$ 100.22
	Storm/Sanitary Sewer Inspection	Per Unit	\$ 100.22
	On Site Sewage Systems:		
	Sewage Septic System - Class 4 systems	Per Unit	\$ 805.97
	Tertiary System	Per Unit	\$ 887.40
	Septic Repairs - To Existing System	Per Unit	\$ 405.07
	Septic Inspections	Per Inspection	\$ 100.22
	Reviews and Assessments	Per review	\$ 100.22
	Demolitions:		
	Residential	Per square foot	\$0.33, Min. \$133.63
	Non - Residential	Per square foot	\$0.44, Min. \$133.63
	General Building Fees:		
	Lawyers letters	Per Letter	\$ 66.82
	911 signs	Per Unit	\$ 66.82
	Change of use permit	Per Hour	\$66.82 Plus \$66.82/hr over 1 hr
	Tents	Per unit	\$ 100.22
	Revised Plan Review	Per review	Min. \$200.45 Plus \$66.82/hr over 3 hr
	Transfer of permit - Residential	Each	\$ 66.82
	Transfer of permit - Non-Residential	Each	\$ 133.63
	Inspection fee - incomplete not ready for inspection	Per Inspection	\$ 66.82
	Inspections for Ontario Renovate Program	Per Inspection	\$ 133.63
	Construction Started without a Permit		150% of the permit fee
	Construction Finished without a Permit		200% of the permit fee
	Solar Panel - Residential	Each	\$ 66.82
	Solar Panel - Non-Residential	Each	\$ 133.63
	Certificates:		
	Building/Zoning	Each	\$ 66.82
	Public Works	Each	\$ 66.82
	Part 8 (Septic)	Each	\$ 66.82
	Occupancy Permit	Each	\$ 66.82
	Miscellaneous Inspection Fees:		
	Miscellaneous Inspection Fees not listed above	Each	\$ 100.22
	LCBO Report & Occupant Load Calculations	Each	\$ 133.63
	Re-inspection - inspection booked, but work incomplete	Each	\$ 133.63
	Indemnity Deposits:		
	Residential/ Agriculture:		
	new, addition, demolition	Each	\$ 1,044.00
	driveway approach	Each	\$ 1,044.00
	accessory, pools, renovation	Each	\$ 522.00
	agricultural structure	Each	\$ 261.00
	mobile homes	Each	\$ 261.00
	Commercial/ Industrial:		
	new, addition, demolition	Each	\$ 1,566.00
	sign, renovations	Each	\$ 522.00
	Minimum permit fee - for all projects not specifically listed above	Each	Min. \$132
	Building permit fees for all projects not specifically noted above	Each	\$13.05 per \$1,000 Construction
Planning	Official Plan Amendment	(plus deposit to be determined at time of application)	\$ 6,681.60
	Zoning By-Law Amendment - Major (Note 1)	(plus deposit to be determined at time of application)	\$ 3,445.20
	Zoning By-Law Amendment - Minor (Note 1)	(plus deposit to be determined at time of application)	\$ 2,610.00
	Holding Removal	Each	\$ 1,252.80
	Temporary Use By-Law	Each	\$ 2,610.00
	Site Plan Control	Each	\$ 3,027.60
	Site Plan Amendment - Major (Note 1)	(plus deposit to be determined at time of application)	\$ 2,610.00
	Site Plan Amendment - Minor (Note 1)	(plus deposit to be determined at time of application)	\$ 2,088.00
	Plan of Subdivision and Condominium	Each	\$6,600 Plus \$10,000 Deposit
	Part Lot Control Exemption By-Law - Major (Note 1)	Each	\$ 1,774.80
	Part Lot Control Exemption By-Law - Minor (Note 1)	Each	\$ 1,357.20
	Consent to Sever	Each	\$ 1,461.60
	Complex Minor Variances (Note 1)	Each	\$ 1,252.80
	Minor Variances (Note 1)	Each	\$ 939.60
	Consent to Sever and Variance (applications submitted)	Each	\$ 2,296.80
	Change of Consent Conditions - Minor Request	Each	\$ 261.00
	Change of Consent Conditions - Major Request	Each	\$ 417.60

Schedule "A" to By-Law Number 2040 (Effective January 1, 2022, subject to applicable HST)			
Department	Description of Fee or Charge	Unit	Fee or Charge
	Deferred Committee of Adjustment Application	Each	\$ 114.84
	Certificate of Validation	Each	\$ 125.28
	Development Agreements:		
	Plan of Subdivision and Condominium (Note 2)	Each	\$5,000 Deposit
	Site Plan Control (Note 3)	Each	\$5,000 Deposit
	All Other Developments (plus deposit to be determined at time of application)		\$ 2,923.20
	Sign By-Law Amendment	Each	\$ 751.68
Finance	Tax Certificate or Statement per Section 352(1) of the Municipal Act (Note 4)	Each	\$ 78.30
	Payment Dishonoured or Returned as Non-Sufficient Funds	Each	\$ 36.54
	Tax Certificate or Statement Rush (required within 3 business days) per Section 352(1) of the <i>Municipal Act, 2001</i>	Each	\$ 156.60
	Tax Receipt/Account Information/Duplicate/Reprint (Note 4)	Per property	\$ 11.48
	Refund of Credit on Account	Each	\$ 28.19
	Misposting of Payment	Each	\$ 28.19
	Accounts Receivable - Invoices outstanding over 30 days	Per month	1.25%
	Financing Administration	Per property	\$ 114.84
	Research (for Tax, Accounting for Financial Information more than 3 years)	Per property	\$ 57.42
	Photocopy (letter, legal, 11 x 17)	Each	\$ 0.47
	Virtual City Hall Transaction Fee	Percentage of payment	2.50%
Legislative Services (Clerk)	Lottery Licences:		
	Bingo	Percentage of prizes	3% of prizes for bingo
	Raffle	Percentage of prizes	3% of prizes for raffle
	Break Open Ticket	Percentage of prizes	3% of prizes for break open ticket
	Marriage Licence	Each	\$ 156.60
	Burial Permit	Each	\$ 17.75
	Administering Oaths or Declarations - Resident	Each	\$ 14.62
	Administering Oaths or Declarations - Non-Resident	Each	\$ 29.23
	Notary – Resident	Each	\$ 29.24
	Notary – Non-Resident	Each	\$ 58.48
Ontario Provincial Police	False Security Alarm - Non-Registered Premises	Each	\$ 180.00
	False Security Alarm - Registered Premises (after 2 occurrences)	Each	\$ 180.00
Business or Other Licensing	Transient Trader or Vendor's Licence	Per unit	\$ 354.96
Geographic Information System	Standard Map Products:		
	1) 8.5 x 11 inches selected area specified by customer (colour)	Each	\$ 2.35
	2) 8.5 x 11 inches selected area specified by customer (black and white)	Each	\$ 1.31
	3) 11 x 17 inches selected are specified by customer (colour)	Each	\$ 3.92
	4) 11 x 17 inches selected area specified by customer (black and white)	Each	\$ 2.35
	5) 11 x 17 inches digital aerial photography (colour)	Each	\$ 9.92
	Standard Products - Wide Format:		
	1) Selected area or digital file (black and white) - maximum 42 inches wide	Per square foot	\$ 2.92
	2) Selected area or digital file (colour) - maximum 42 inches wide (per square foot)	Per square foot	\$ 3.92
	3) Selected area specified by customer with aerial photography - 42 inches wide	Per square foot	\$ 5.22
	Wide Format Scans:		
	Size 22 x 34 inches or 24 x 36	Per scan	\$ 5.48
	Size 34 x 44 inches or 36 x 48	Per scan	\$ 6.53
	Other:		
	Custom mapping	Per hour	\$ 73.08
	Drawing format printing	Per square foot	\$ 0.57
	Compact Disk (CD)/Digital Video Disk (DVD)	Per burn	\$ 12.53
Fire	Fire Property Certificate	Each	\$ 78.30
	Fire Property Incident Report	Per Report	\$ 78.30
	Fire Property Inspection Report (no inspection required)	Per Report	\$ 78.30
	Business Inspection requiring inspection letter	Per Letter	\$ 130.50
	LCBO Licensing Inspection	Per Inspection	\$ 130.50
	Risk & Safety Management Plans (RSMP) Licensing Inspections (Propane facility)	Per Inspection	\$ 130.50
	Follow up on inspection on all properties after 1st reinspection (2nd follow up)	Per Inspection	\$ 130.50
	3rd and subsequent re-inspection	Per Inspection	\$ 130.50
	False Alarms (After 3 occurrences in a calendar year)	Each	Current MTO Rates
	Fire extinguisher training (up to 20 persons)	Per session	\$ 198.36
	Fire extinguisher training (over 20 persons)	Per session	\$198.36 plus Additional \$5.22/per person over 20
By-Law Enforcement	Clean Yard By-law Order - Town Work/Clean up/Cut	Per hour/ minimum	\$ 128.41
	Snow Clearing By-law Order - Town Work	Per hour/ minimum	\$ 128.41
	Weed Control Act Order - Town Work	Per hour/ minimum	\$ 128.41
	Property Standards Order - Town Work	Per hour/ minimum	\$ 128.41
	Application for Noise Exemption	Per hour/ minimum	\$ 128.41
	Administrative fee on additional infraction with 12 month period	Each	\$ 128.41
Water/ Wastewater	Water Shutoff Regular Hours	Each	\$ 135.72
	After Hours Water Shut Off	Each	\$ 271.44
	Frozen Meter Repair	Each	\$ 187.92
	Water Meters Missed Appointment	Each	\$ 52.20
	Wastewater Inspection	Per Inspection	\$ 135.72
Public Works	Entrance Permit	Each	\$ 208.80
Other Misc. Fees	Tile Drainage Loan Inspection	Per inspection	\$ 135.72
	Telecommunications Agreement	Each	\$ 2,633.17
Notes:			
Note 1 - The determination of whether an application constitutes a Minor or Major Application will be made by the Planning Division			
Note 2 - Subdivision and Condominium Agreement fee now included in the Subdivision and Condominium application			
Note 3 - Site Plan Agreement fee now included in the Site Plan application fee			
Note 4 - Fee will be eliminated up to two times per year for customers whos tax bills are paid by their mortgage company as per Finance and Business Services Report 2017-05.			
Note 5- Indemnity Deposits paid after July 1, 2021 must have the Final inspection occur within 5 calendar years from the date of issuance.			
After this five year period the deposit is considered non-refundable and relinquished.			



Report to Council

Department: Development Services

Division: Planning

Date: December 6, 2021

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

Report Number: PLANNING2021-25

Subject: Revisions to Rear Yard Encroachments for Porches,
Decks and Sunrooms

Number of Pages: 8 including attachments

Recommendation(s)

That Planning report number PLANNING2021-25 entitled Revisions to Rear Yard Encroachments for Porches, Decks and Sunrooms prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received, and

That Bylaw Number 2098, being a Bylaw to amend Bylaw Number 1037, the Comprehensive Zoning Bylaw for the Town of Essex to limit the encroachments of decks, porches, and sunrooms into a required rear yard, be adopted.

Purpose

To recommend adoption of a zoning amendment to limit the height of porches and decks encroaching into a rear yard and prohibit the encroachment of sunrooms into a rear yard.

Background and Discussion

Subsection 9.5 of Zoning Bylaw 1037, Permitted Encroachments into a Required Yard, sets out various building features that may encroach into a *required yard*.

The required yards dictate the building setbacks from each lot line, namely a required minimum front yard, side yard, and rear yard. Together, they establish the permitted building envelope (the area within the lot where the main building can be located). **No part of the main building can extend into a required yard unless specifically permitted in the zoning by-law.**

An illustration of required front, side, and rear yard setbacks are provided below:



Bylaw 1037 permits the encroachment of decks, porches, and sunrooms into a required rear yard. The following definitions apply:

“Deck” means a structure having a floor open to the sky, with a supporting structure below. It may include perimeter guardrails, fixed seating and vertical visual screening. A terrace is deemed to be a deck.

“Porch” means an unheated structure, with a floor and a fixed roof directly above, primarily intended to provide sheltered access to a building. It may include perimeter guardrails, a door, seasonal screens or windows.

“Sunroom” means an unheated three (3) season room, three season room being a room designed and intended to be used throughout the spring, summer and fall seasons, but not in the winter season.

Examples of decks, porches and sunrooms are provided below:



Figure 1. A deck



Figure 2. A Porch



Figure 3. A sunroom (*source: patioenclosure.com*)

Under the current regulations, decks, porches, and sunrooms may encroach into a required rear yard as follows:

	Permitted Height	Permitted Encroachment/width
Decks	0.2 metres or less 0.2 metres to 1.2 metres Greater than 1.2 metres	No restriction Up to 1.2 metres of a side and rear yard Porch exemptions apply
Porches	No limit	Up to 2.5 metres (8.2 feet) into a required rear yard Maximum width of encroaching porch is 2.5 metres
Sunrooms	No limit	Up to 2.5 metres (8.2 feet) into a required rear yard Cannot exceed a floor area of 10m ² (107ft ²) for that portion of the sunroom located in a required rear yard.

Proposed Zoning Amendment

On August 23, 2021, Council held a special Council meeting to consider amendments to Bylaw 1037 regarding the extensions of decks, porches, and sunrooms into required rear yards. **A copy of the public presentation is attached to this report.**

Amendments were proposed in response to resident complaints about the construction of elevated building extensions (decks, porches, and sunrooms) into required rear yards, which, in their opinion, significantly compromise their enjoyment of their own properties.

A rear yard often serves as an “Amenity Area” where inhabitants of a dwelling spend their leisure time. Recreational facilities such as pools and hot tubs are often located in a rear yard. Consequently, porches, decks and sunrooms are also located in rear yards. The zoning by-law **does not set a specific height limit of a deck or porch or sunroom** that encroaches into a rear yard. Consequently, a two storey

dwelling could have a combination first storey sunroom and second storey deck or sunroom above within the required rear yard.

At the public meeting, Council was presented with two (2) options to address the issue of rear yard encroachments:

1. Delete zoning provisions allowing the extension of porches and decks into required rear yards, OR
2. Limit encroachments of porches and sunrooms to porches and sunrooms of one (1) storey only, measured at grade.

Council received one (1) public delegation concerning the matter from Peter Valente, of Valente Development Corporation. Council directed administration to discuss the amendment further with Mr. Valente and propose a solution that satisfies both parties. Administration has now had the opportunity to consult with Mr. Valente.

The following amendments are thus proposed:

- Continue to allow a 2.5m encroachment of porches and decks into a rear yard but limit the height of those structures to a maximum of 0.6m (2 ft);
- Delete provisions allowing any encroachments of sunrooms into a required rear yard; and,
- Extend the width of a deck or porch to 3.6m (12 feet) (Delegation Request).

Mr. Valente has also requested consideration of an exemption to lot coverage for porches. Decks are exempt from being included in the calculation of lot coverage as they are often

permeable and are not roofed. Porches, however, are roofed structures by definition and are thus not exempt.

Administration has reviewed this request and is not in support of amending provisions respecting lot coverage for roofed porches. Any hard surface needs be accounted for in the lot coverage as it directly impacts stormwater management/drainage schemes previously approved for a residential development. Under no circumstances should a roof area be exempt from lot coverage requirements. Should Council wish to consider this request, a new zoning bylaw amendment must be initiated (new public notice, new public meeting).

Bylaw 2098, attached to this report, implements the proposed zoning amendments. Should this Bylaw be adopted, it will be subject to a 20-day appeal period, after which time has lapsed and pending no appeals, the amendments will be final and binding.

Financial Impact

Notwithstanding an appeal of the proposed amendments, the minimal costs to notify interested parties of the decision and the revising of the applicable Bylaws to reflect the amendments, is absorbed through the Operating budget for planning. Since this is a municipally initiated zoning amendment, no costs can be recouped through application fees or deposits.

Consultations

Kevin Girard, Director, Infrastructure Services

Kate Giurissevich, Director, Corporate Services

Kevin Carter, Chief Building Official/Manager, Building Services

Jeff Watson, Planner

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:	Revisions to Rear Yard Encroachments (Decks, Porches and Sunrooms).docx
Attachments:	- Bylaw 2098.docx - General ZBL Amendments Presentation - Final.pdf
Final Approval Date:	Nov 26, 2021

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



Lori Chadwick, Director, Development Services - Nov 26, 2021 - 11:33 AM



Doug Sweet, Chief Administrative Officer - Nov 26, 2021 - 12:52 PM



Public Meeting

Regarding General Amendments to the Town of Essex Comprehensive Zoning By-law, Bylaw 1037

August 23, 2021



Purpose of Meeting:

At this Statutory Public Meeting, Council hears representations from the public in regards to the merits and concerns related to the proposed amendments to Zoning Bylaw 1037.

Council does not make a decision at this time.



Zoning Bylaws

- Controls the use of land in a community through a set of regulations which are legally enforceable
- May be passed by Council to establish the following:
 - How land may be used
 - Where buildings and other structures can be located
 - The types of buildings that are permitted and how they may be used
 - The lot sizes and dimensions, parking requirements, building heights and densities, and setbacks from a street

Construction or new development that does not comply with the Zoning Bylaw is not permitted unless appropriate amendments are obtained.



Zoning Bylaw 1037

- Passed on July 12, 2010
- Is often amended in response to changes in Building Code Regulations, land use trends and Official Plan Policies (ie. second dwelling units, 2021)
- May be amended on a site-specific basis through an application for **zoning bylaw amendment** (i.e Motel development at 96 CTY RD 50 West)
- Zoning regulations may also be amended on a site-specific basis through an application for **Minor Variance** to the Committee of Adjustment (i.e relief from front yard setback requirement)

**Any amendment or variance to the Zoning Bylaw must comply with the Official Plan
(i.e. proposed use must be permitted in the Official Plan)**



Basis for Proposed Amendments to Bylaw 1037

The following information was used to identify the proposed and/or required amendments:

- Analysis of recent applications to the Committee of Adjustment
- Analysis of recent applications for Zoning Bylaw Amendments
- Development inquiries from residents
- Discussions with the Building Division
- New septic system technologies
- Resolutions and motions brought forward by Council



List of Proposed Amendments to Bylaw 1037

1. Revision to the **minimum exterior side yard width** for a detached accessory building and main dwelling with attached garage
2. Revision to provisions for permitted encroachments of porches, decks and sunrooms in **required rear yards**
3. Reduction of the minimum **lot area** and dwellings for lots outside of the settlement areas
4. Establishment of minimum and maximum **building and yard regulations** for dwellings on less than 0.8 hectares (1 acre)
5. Allowance for the use of **outbuildings for home occupations** on lots greater than 1850 square metres (20,000 square feet)
6. Expansion of allowances for **temporary outdoor vendor's sites** in additional highway commercial districts



Proposed Regulation #1: Minimum Exterior Side Yard

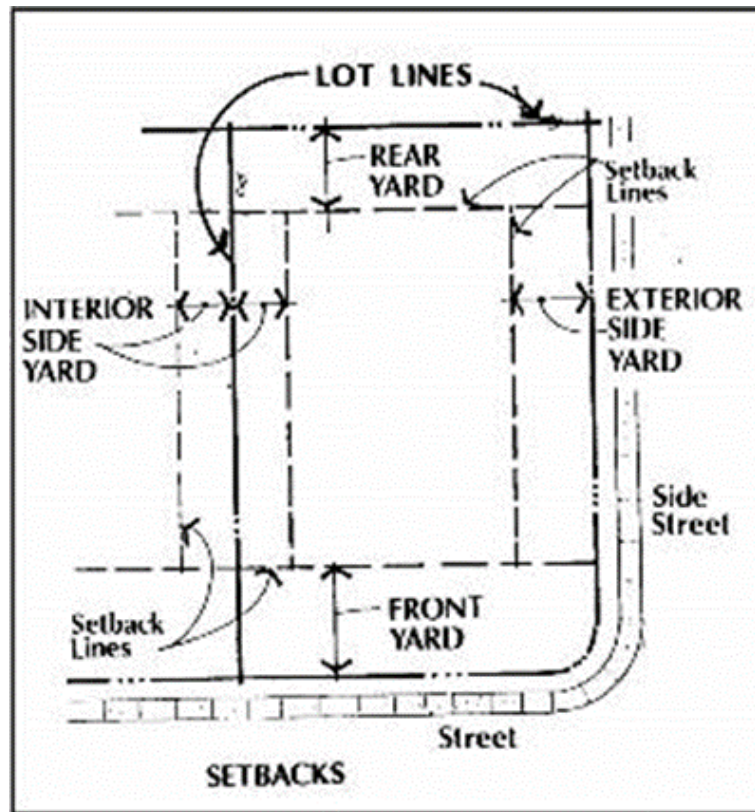
1. That the **minimum exterior side yard width** between a main dwelling and a detached accessory building shall be 1.2m (4 feet) in the Residential Districts, R1.1, R2.1, R2.2, subject to **a minimum 6m (20 foot) setback for garage entrances facing the exterior lot line.**



Definitions:

- **Exterior lot line** defined as a lot line which parallels and abuts a street
- **Exterior side yard** defined as the side yard of a corner lot between an exterior side lot line and the nearest wall of a main building on such lot.

Exterior Lot Lines and Side Yards:





Current Regulation:

- Current zoning regulation prescribes a 1.2 metre (4 foot) setback between a detached accessory structure (ie. garage) and an exterior lot line **with no regulation establishing a setback between entrances to the accessory structure and exterior lot line.**
- Current zoning regulation prescribes a 4.5 metre setback between a main dwelling and an exterior lot line

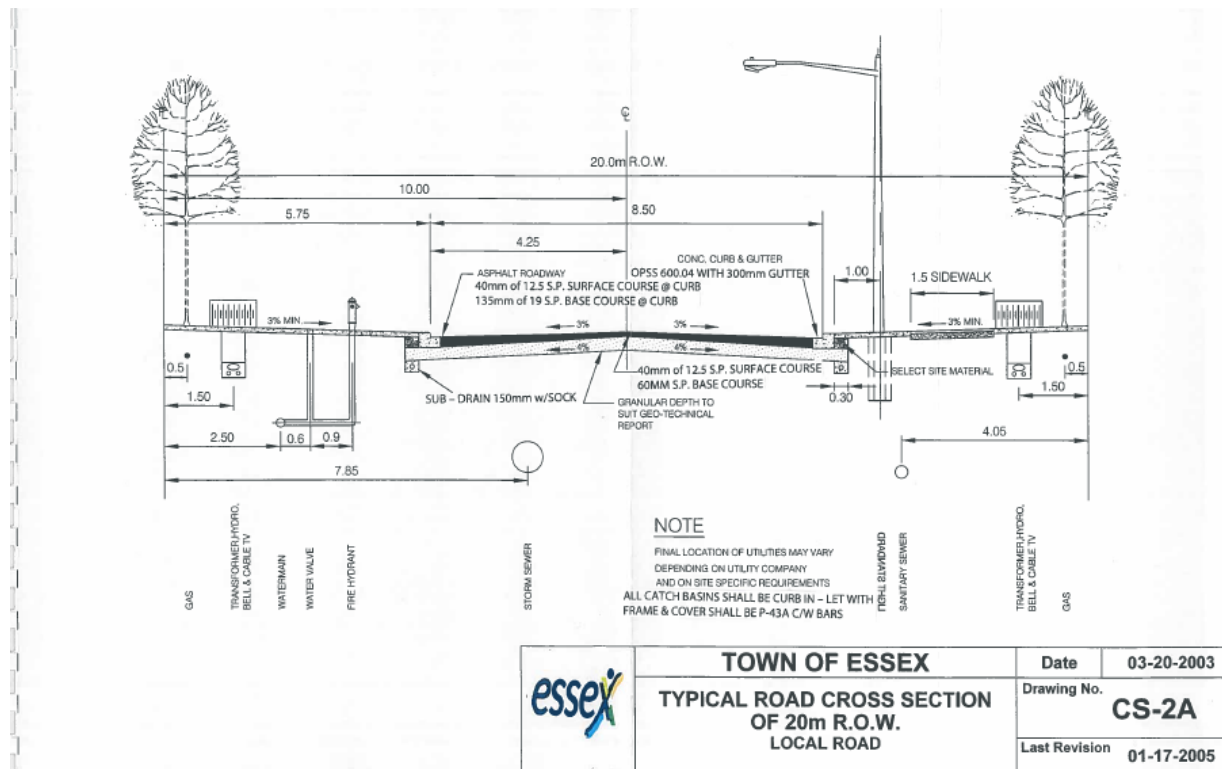
Accessory Structure with a 1.2 metre exterior side yard width:



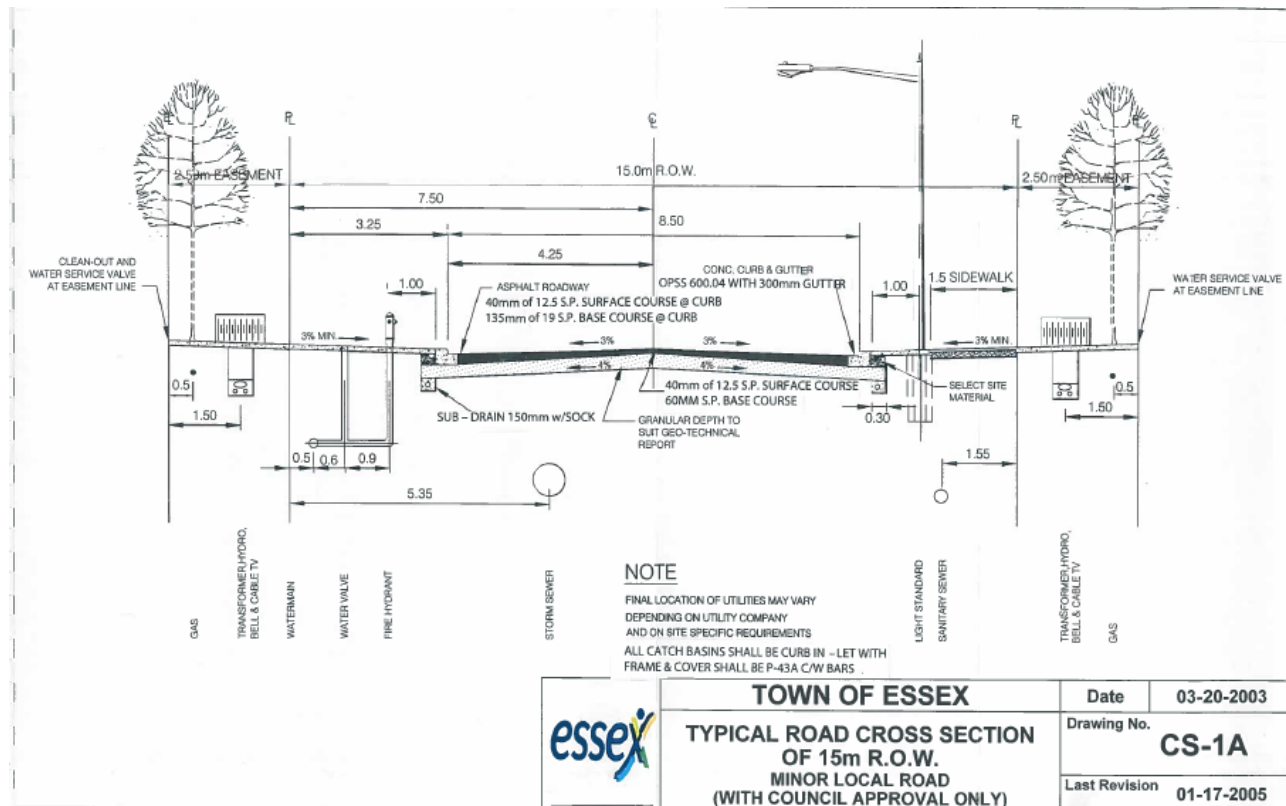
Dwelling with a 4.5 metre exterior side yard width:



Typical Road Cross Section of 20 metre Right of Way (ROW):



Typical Road Cross Section of 15 metre Right of Way (ROW):



Dwelling with a 1.2 metre exterior side yard width:





Proposed Regulation #2: Encroachment of Porches, Decks and Sunrooms

2. That the provisions of subsection 9.5, of the Zoning By-law, regarding the extension of a porch or sunroom into a required rear yard **be deleted**

OR

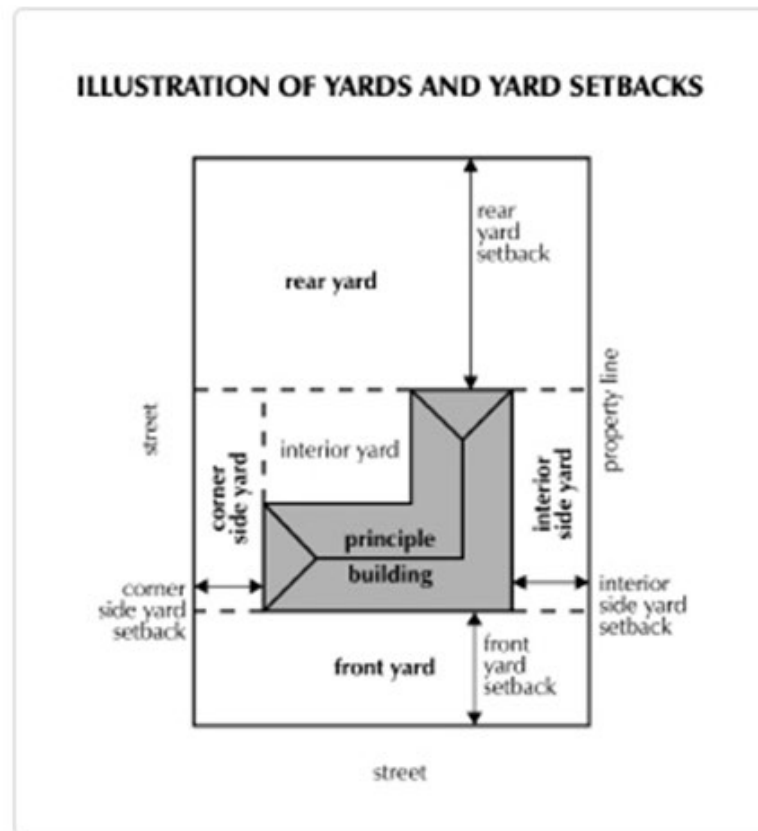
That encroachments of porches and sunrooms **be limited** to porches and sunrooms of one (1) storey only, measured at grade.



Definitions:

- **Rear Lot Line** is defined as the lot line which is the farthest from the front lot line.
- **Rear Yard** defined as a yard extending across the full width of a lot between the rear lot line and the nearest wall of a main building on such lot

Rear Lot Lines and Rear Yards:





Current Regulation:

- Current zoning regulation allows for a **deck or porch** having a floor height of greater than 1.2 metres (4 feet) to encroach into a **required rear yard** a maximum of 2.5 metres (8.2 feet) **with no restrictions on the height of the structure**
- Current zoning regulation allows for a sunroom with a maximum gross floor area of 10 square metres (107 square feet) to encroach into a **required rear yard** a maximum of 2.5 metres (8.2 feet), exclusive of eaves and gutters

Decks greater than 1.2 metres in height encroaching into rear yard:



Decks greater than 1.2 metres in height encroaching into required rear yard:



Decks greater than 1.2 metres in height encroaching into required rear yard:



Decks greater than 1.2 metres in height encroaching into required rear yard:



Sunroom encroaching into required rear yard:





Proposed Regulation #3: Minimum Lot Area for Rural Lots

3. For lots **not** serviced by a municipal sanitary sewer in the Residential R1.1 zoning district:
That the minimum lot area be **reduced** to 925 square metres (10,000 square feet) and
that the choice of which septic sewage treatment system be determined by the Chief
Building Official.



Definitions:

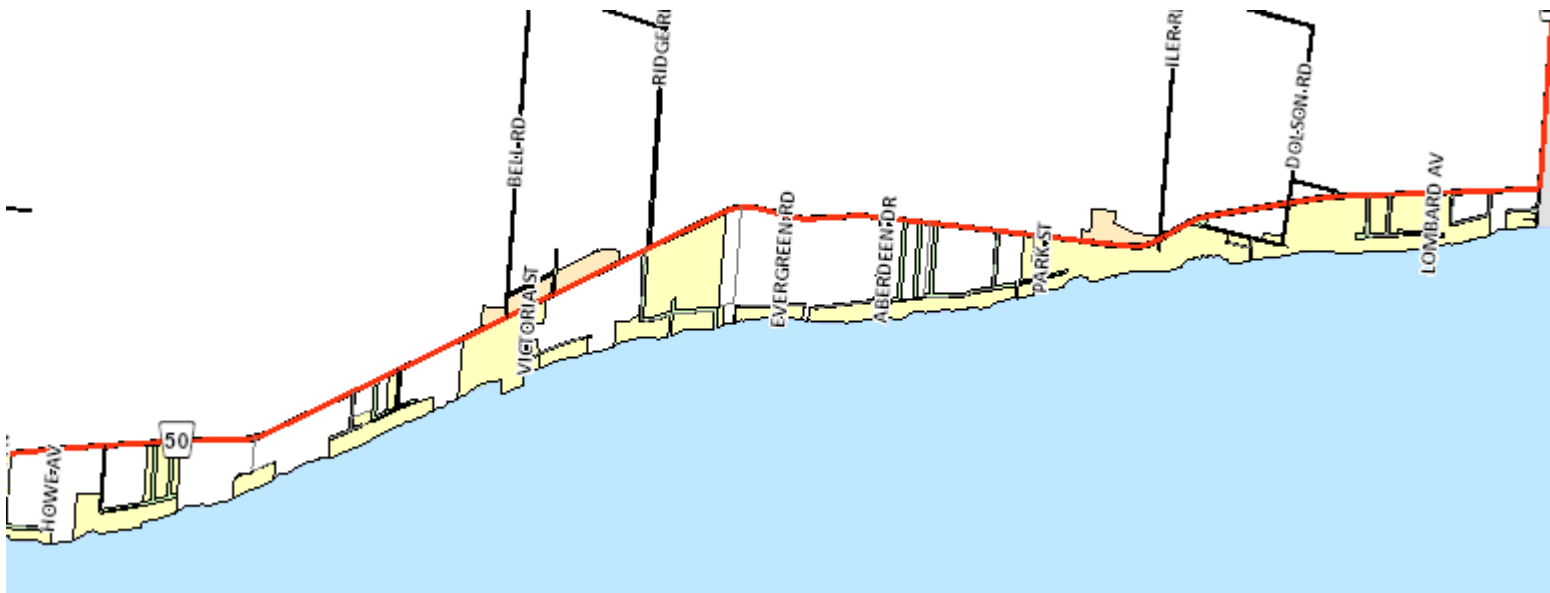
- **Lot Area** means the total land area within the lot lines of a lot but does not include any part of a lot permanently covered by water



Current Regulation:

- Current zoning regulation prescribes a minimum lot area of 1850 square metres (20,000 square feet) for a lot not serviced by a municipal sanitary sewer
- One (1) single detached dwelling is still permitted on a lot which has less than minimum lot area provided lot width is a minimum of 12 metres (40 feet)
- East of Colchester Hamlet, until such time as full municipal services are available, minor infilling is permitted within the currently established and zoned residential areas that meets the applicable provisions of the Ontario Building Code for the provision of septic systems

R1.1 Zoning district:





Proposed Regulation #4: Minimum Lot Area for Rural Lots

4. That the provisions of the Agricultural A1.1 zoning district regarding special building and yard regulations for small lots be applied to lots of 0.8 hectares (1 acre) or less in **both** the A1.1 and A1.2 districts and that the minimum rear yard depth be 7.5 metres (25 feet).



Current Regulation:

Agricultural A1.1 zoning district establishes the following provisions **for a lot having an area less than 1850 square metres (20,000 square feet)** and a lot width of less than 30 metres (98 feet) :

1. maximum lot coverage - 35%
 2. maximum building height - 10m (32f)
 3. minimum front yard depth - 7.5m (25f)
 4. minimum interior side yard width - 2m (6.6f)
 5. A tertiary treatment septic system shall be required for any new dwelling or when the replacement of an existing septic system is mandated by the Ontario Building Code.
- For a lot on an existing registered plan of subdivision, the minimum lot area for a dwelling shall be 925m² (10,000f²)."



Current Regulation:

- The minimum rear yard depths in both the A1.1 and A1.2 Districts is 15m (50 feet).
- Recommended reduction to 7.5m (25 feet) to provide more flexibility for dwelling location on smaller lots.
- Many properties front on County roads and the County requires a greater building setback (85 feet from the center line of the road) which constrains building siting on the lot.
- Proposed rear yard depth is also consistent with the required rear yard depth in the R1.1 and R1.3 Districts.
- A1.2 Zoning District, which is a restricted agricultural zone surrounding the hamlets of McGregor and Gesto, **does not** have the same smaller lot reduced building setback provisions of the A1.1 zone.



Proposed Regulation #5: Residential Home Occupation

5. Amend zoning regulation Section 8.5 to provide that a residential home occupation may take place in an accessory building to a dwelling located on a lot of 1850 square metres (20,000 square feet) or greater in lot area provided the accessory building is **not** located in a required yard or within a floodplain development control area.



Definitions:

- **Home Occupation, Residential** means an occupation for profit or gain conducted entirely within the dwelling unit, such occupation being incidental and secondary to the primary residential use without changing the character thereof
- **Home Occupation, Agricultural Operation** means an occupation for profit or gain conducted entirely within the farm dwelling or accessory building in an Agricultural District, such occupation being incidental and secondary to the residential use of the dwelling and the agricultural operation, without changing the character thereof.



Current Regulation:

- For larger lots located in agricultural or rural districts that are **not** tied to an agricultural operation, residential home occupations regulations apply, and home occupations are confined to the main dwelling
- An Official Plan and Zoning Amendment would be required to permit a rural home occupation in an outbuilding

Current Regulation:

8.5 Home Occupation, Residential

- a) Unless otherwise specifically provided in this by-law, a home occupation is a permitted use in a dwelling unit, in any zoning district, provided that it is conducted in accordance with the following regulations:
 - i) a maximum of 25% of the gross floor area of the dwelling unit can be devoted to the home occupation. This limitation shall not apply to guest rooms and guest facilities within a bed and breakfast dwelling;
 - ii) there shall be no visible indication from the exterior of the dwelling unit that a home occupation is being carried on except for a sign having a maximum sign face area of 0.5m² (5.4f²);
 - iii) there shall be no sale of goods on the premises;
 - iv) there shall be no external storage of materials, goods or equipment related to the home occupation;
 - v) there shall be no generation of perceptible noise, odour, fumes or dust outside the dwelling unit;
 - vi) it is conducted entirely within the main dwelling, not in a garage or accessory building;
 - vii) it is carried on exclusively by the inhabitants of the dwelling unit;
 - viii) a bed and breakfast operation shall only be permitted in a bed and breakfast dwelling and only in a zoning district where a bed and breakfast dwelling is a stated permitted use. Such dwelling shall have a maximum of 5 guest bedrooms.



Proposed Regulation #6: Temporary Outdoor Vendor's Site

6. That a "Temporary Outdoor Vendor's Site" be added as permitted use in the C3.2, Highway Commercial Corridor Zoning District



Definitions:

- **Temporary Outdoor Vendor's Site** is defined as means a lot or part thereof used for the temporary display and retail sale of goods by a single vendor licensed by the Town. It may include, in combination therewith, a temporary greenhouse, tent or other structure erected and maintained solely for the duration of the license period, in accordance with the provisions of the license



Current Regulation:

- Temporary Outdoor Vendor's sites permitted in the following commercial Zoning Districts:
 - C2.1 and C2.2 (the downtown commercial districts of Essex Centre and Harrow) and C3.1 (the highway commercial lands along Talbot Street, north of Maidstone and portions of Queen Street, north of Sinasac Street).
- Temporary Outdoor Vendor's sites **not** listed as a permitted use in the Highway Commercial Corridor Zoning District along Maidstone (C3.2 zoning District) (i.e. Canadian Tire site)



Public & Stakeholder Consultation

What we did:

1. Published Advertisements in both local newspapers (Essex Free Press and Harrow News) but **received no written comments from the public as of Thursday August 19th**
2. Circulated notice directly to several major land developers in Town of Essex
3. Circulated notice to all agencies identified in Ontario Regulation 545/06, including County of Essex, Essex Region Conservation Authority, School Boards, Hydro Agencies, and First Nations community.
4. Internal consultation with the Building and Planning Division.

Agency Comments:

Department/Agency	Comments	Response/Proposed Regulation
Essex Region Conservation Authority (ERCA)	<p>Concerns with reductions in minimum lot areas, building and lot standards, and home occupations in outbuildings if implemented for flood prone areas.</p> <p>Requesting further consideration and dialogue during official plan update rather than zoning amendment, particularly with regard to any amendments to current standards for lot creation and buildings within flood prone areas which fall under ERCA's regulated area.</p>	<ul style="list-style-type: none">• Prohibit home occupations in outbuildings in regulated areas• Construction within regulated areas require ERCA approval• Lot creation proposals require pre-consultation with ERCA and cannot be supported on hazard lands



Next Steps:

1. A report to Council and proposed Bylaw will be prepared for Council's decision at the September 7, 2021 Regular Council Meeting.
2. At the September 7, 2021 Council Meeting, Council may:
 - Approve the Zoning Bylaw amendment where notice of approval will be published in the local papers and forwarded to any persons or public bodies who provided written or oral comments or who requested to be notified of the decision, and a 20 day appeal period takes effect.
 - Deny the Zoning Bylaw Amendment where notice of denial will be published in the local papers and forwarded to any persons or public bodies who provided written or oral comments or who requested to be notified of the decision, and a 20 day appeal period takes effect.
 - Defer decision if further information or amendments are required.



Thank You!

Questions?

The Corporation of the Town of Essex

By-Law Number 2098

Being a By-Law to Amend By-Law Number 1037

The Comprehensive Zoning By-Law for the Town of Essex

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. Section 9, subsection 5, Permitted Encroachments into a Required Yard, is hereby amended as follows:
 - a. clauses ii) and iii) of paragraph f), Decks, are hereby deleted and the following substituted therefor:

"ii) a deck having a maximum floor height of 0.6m (2f) above the ground to a depth of 2.5m (8.2f) into a required rear yard and to a maximum width of 3.7m (12f) within the required rear yard, but not within 1.2m of a side lot line;"
 - b. clauses i) and ii) of paragraph g), Porch, are hereby deleted and the following substituted therefor:

"i) a porch having a maximum floor height of 0.6m (2f) above the ground to a depth of 2.5m (8.2f) into a required rear yard and to a maximum width of 3.7m (12f) within the required rear yard;"

and clauses iii) and iv) are hereby renumbered as clauses ii) and iii) respectively;
 - c. paragraph h) Sunroom, is hereby deleted.
2. This By-law 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 passed on December 6, 2021.

Mayor

Clerk



Report to Council

Department: Development Services
Division: Planning
Date: December 6, 2021
Prepared by: Rita Jabbour, RPP, Manager, Planning Services
Report Number: Planning 2021-29
Subject: Short Term Rental (STR) Update
Number of Pages: 3 including attachments

Recommendation(s)

That Planning-2021-29 report entitled Short Term Rental (STR) Update prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received;

That administration be directed to prepare a zoning bylaw amendment as outlined in Option 3 of the attached presentation to permit one (1) Short Term Rental in a main single detached dwelling in any Residential and Agricultural zoning district, and in a dwelling unit in any commercial district; and

That administration be directed to prepare a licensing bylaw for short term rentals.

Purpose

To provide Council with an update on the Short-Term Rental (STR) project and with proposed recommendations for the regulation of STRs in specific zoning districts.

Background and Discussion

Please refer to the attached presentation.

Financial Impact

Notwithstanding an appeal, all costs associated with the development of a zoning bylaw amendment and a licensing bylaw will be absorbed by operating cost centres for the Planning Division and Legal and Legislative Services, as this is a municipally initiated Zoning Amendment.

Consultations

Kate Giurissevich, Director, Corporate Services/Treasurer

Robert Auger, Town Solicitor/Clerk

Kevin Girard, Director, Infrastructure Services

Kevin Carter, Chief Building Official/Manager, Building 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:	Short Term Rental (STR) Update - PLANNING2021-29.docx
Attachments:	<ul style="list-style-type: none">- Short Term Rental Update - LMC review.pptx- Short Term Rental Update (Revised).pdf
Final Approval Date:	Dec 1, 2021

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



Lori Chadwick, Director, Development Services - Nov 29, 2021 - 9:15 AM



Doug Sweet, Chief Administrative Officer - Dec 1, 2021 - 9:45 AM



Planning2021-29

Short Term Rental Update

December 6, 2021



Where you belong

Purpose

- To provide Council with an update on the Town of Essex Short Term Rental Project
- To provide Council with proposed recommendations for the regulation of STRs in specific zoning districts

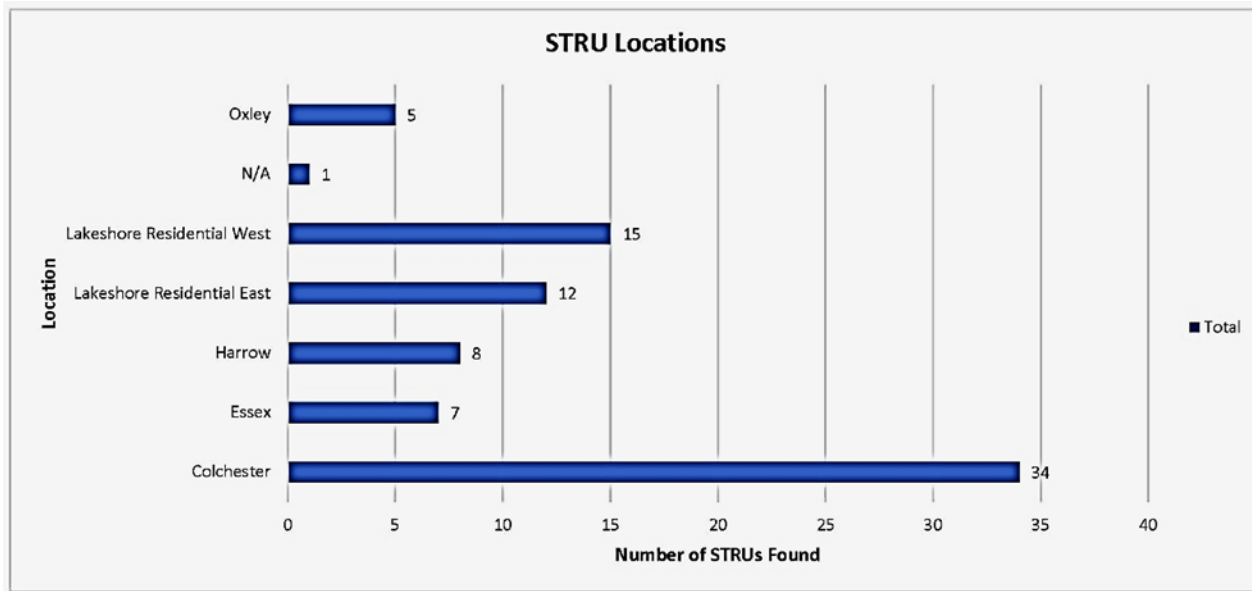
Background and Discussion

On August 23rd, Council approved several actions items, including:

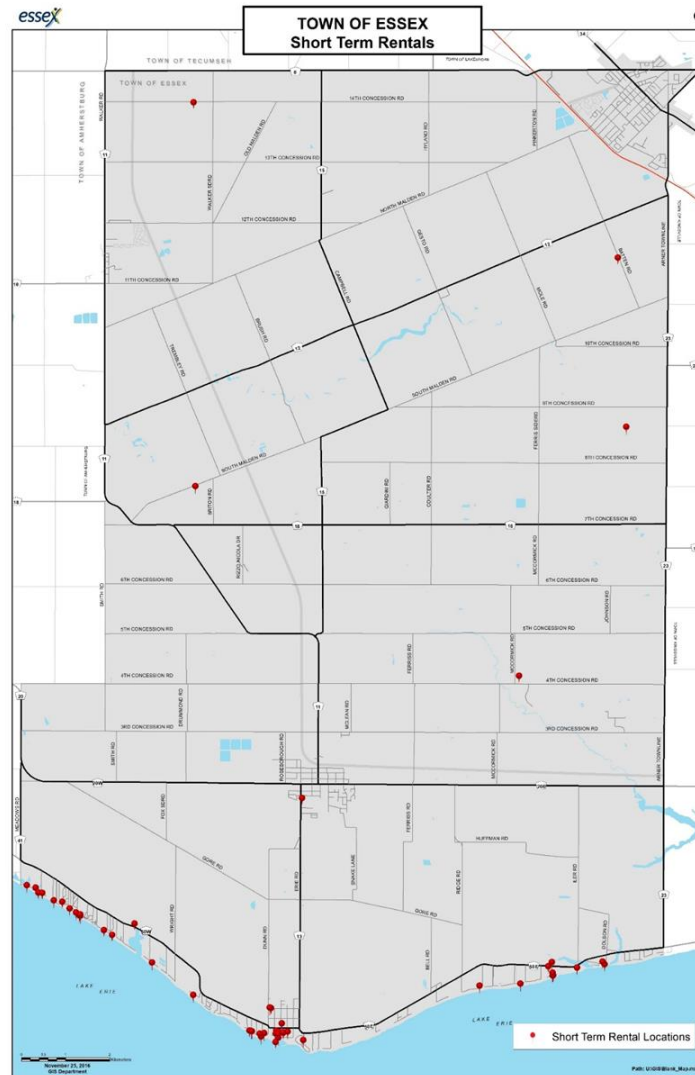
- Collect an inventory of existing STRs in the Town of Essex through review of popular STR platforms (AirBNB/Vrbo/booking.com)
- Inventory to help inform location and number of STRs for development of regulation and regulatory frameworks (licensing bylaw)

Background and Discussion

- Eighty-two (82) STRs in the Town of Essex
- Majority located in Colchester South, along County Road 50 and Lake Erie shoreline

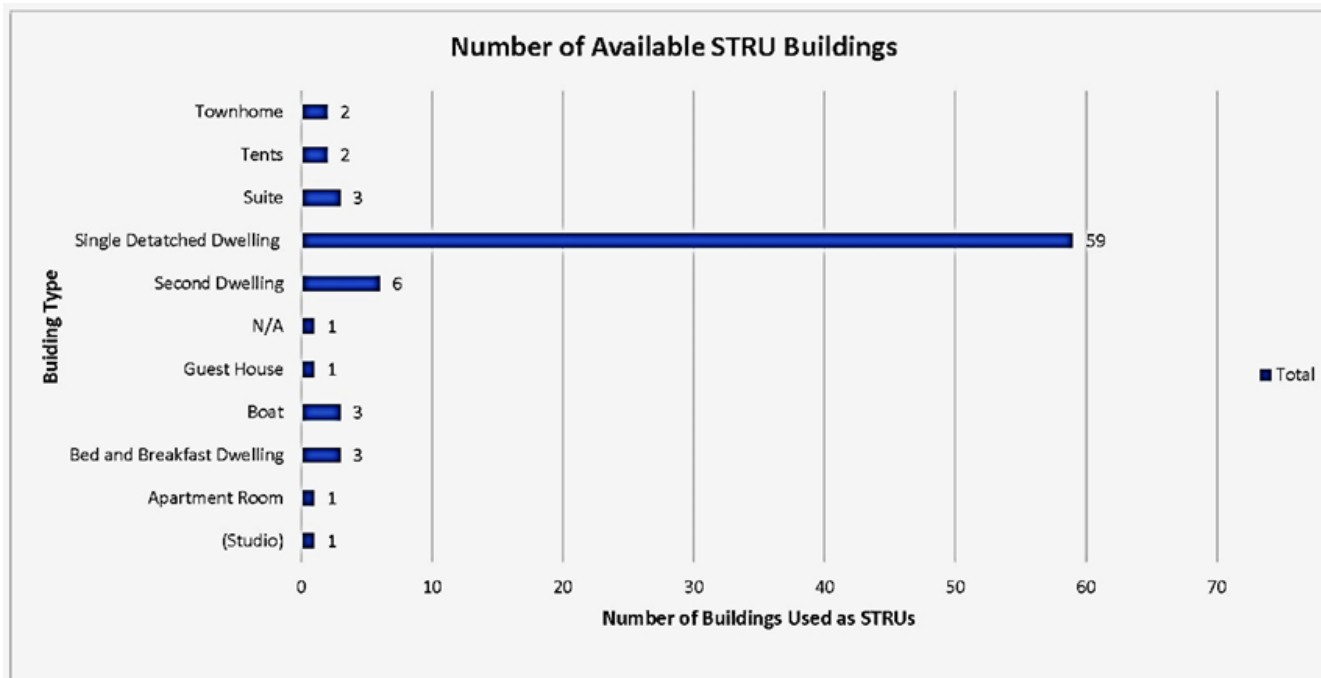


Background and Discussion



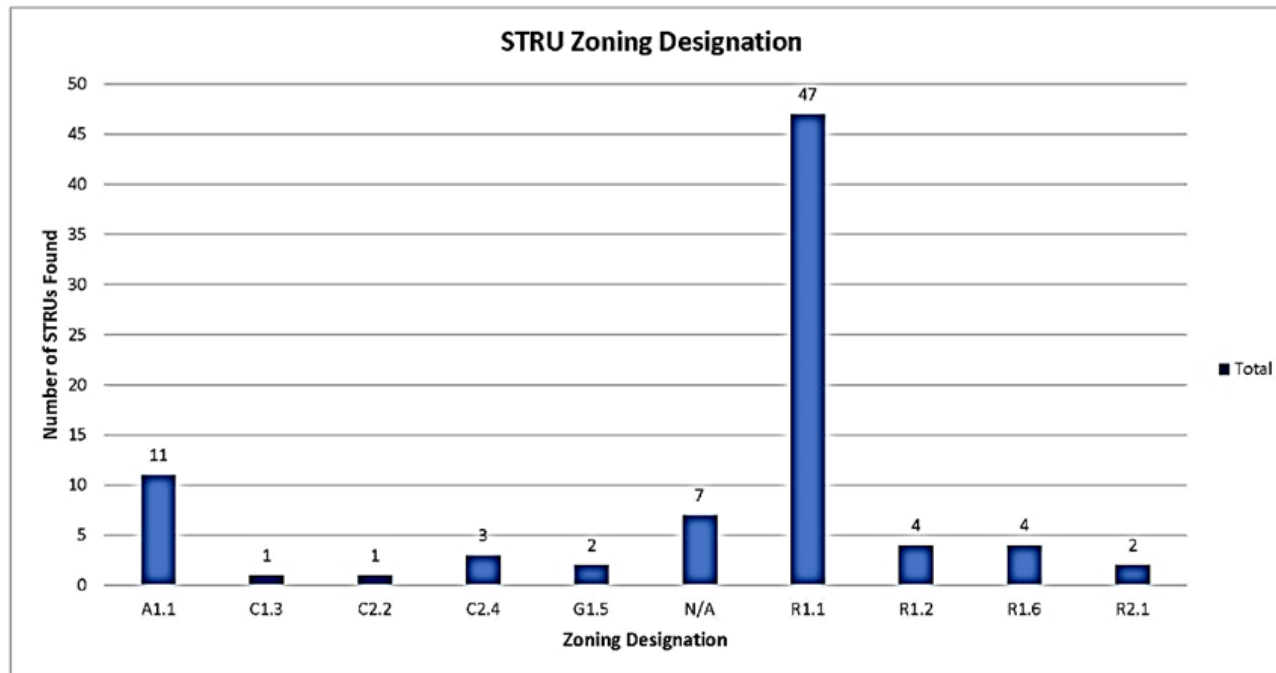
Background and Discussion

- Of the 82 STRs discovered in the Town of Essex, the majority are in Single Detached Dwellings



Background and Discussion

- Of the 82 STRs, the majority are in Residential Zoning Districts



Background and Discussion

- **Option 1:** Maintain Status Quo with Optional Registry and Public Education
 - No limit to number of STRs permitted to be established
 - No guaranteed owner contact information on file when issues arise
 - Cannot penalize STRs that create repeat nuisances other than through noise, property standards, fire and criminal complaints

Background and Discussion

- **Option 2: Prohibit STRs**
 - All existing STRs would be charged under a Part 3
 - Part 3 convictions require significant Town Staff resources
 - Significant financial resources required to offset court cases
 - May reflect poorly on Town's tourism initiatives and discourage development

Background and Discussion

- **Option 3: Regulate with Zoning and Licensing**
 - Can control where and in what buildings STRs are permitted to operate through zoning
 - Can control the number of STRs permitted to operate
 - Licensing provides mandatory contact information for STR operators
 - Licensing is easily enforced and defensible in court without significant costs
 - Some existing STRs may not be able to operate due to zoning restrictions or licensing limits
 - STR may continue to operate illegally leading to Part 3 convictions which have an impact on Town Resources

Background and Discussion

- **Option 3:** Regulate with Zoning and Licensing
 - Some existing STRs may not be able to operate due to zoning restrictions or licensing limits/requirements
 - Illegally operating STRs will lead to Part 3 convictions which have an impact on Town Resources

Recommendations

- **Option 3 Continued:**

- Prepare a zoning bylaw amendment to permit one (1) STR in the following:
 - A main Single Detached Dwelling in any Residential zoning district, subject to licensing. No requirement for owner occupancy;
 - A dwelling unit in any Commercial District, subject to licensing;
 - A main Single Detached Dwelling in an Agricultural District, subject to licensing. No requirement for owner occupancy.

Considerations

- STR cannot be in a Second Dwelling Unit (SDU)
- STR in all other buildings or structures will require a rezoning
- Licensing bylaw will establish a limit based on the existing number of STRs (ie. 82)
- Licensing limit must have consideration to Staff resources required to process applications as outlined in licensing bylaw

Considerations

- Zoning bylaw amendment to be prepared to amend definition of campgrounds to include year-round accommodation in cabins and cottages
- Future zoning bylaw amendment to be prepared for Agri-tourism uses to consider STRs in other types of buildings or structures

Next Steps

Should Council wish to proceed with Option 3:

- A Zoning Bylaw Amendment and Licensing Bylaw will be prepared for Council's adoption in Winter 2022 (January/February)
- Notwithstanding appeals of the amendment, STR regulations will be in place before the 2022 tourism season (April/May)

Questions?



Report to Council

Department: Development Services

Division: Planning

Date: December 6, 2021

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

Report Number: Planning-2021-30

Subject: Removal of Holding Zone Restrictions for Phase 1 of the Parkland Woods Subdivision (Ward 3)

Number of Pages: 5 including attachments

Recommendation(s)

That Planning-2021-30 report entitled Removal of Holding Zone Restrictions for Phase 1 of the Parkland Woods Residential Development prepared by Rita Jabbour, RPP, Manager, Planning Services dated December 6, 2021 be received; and

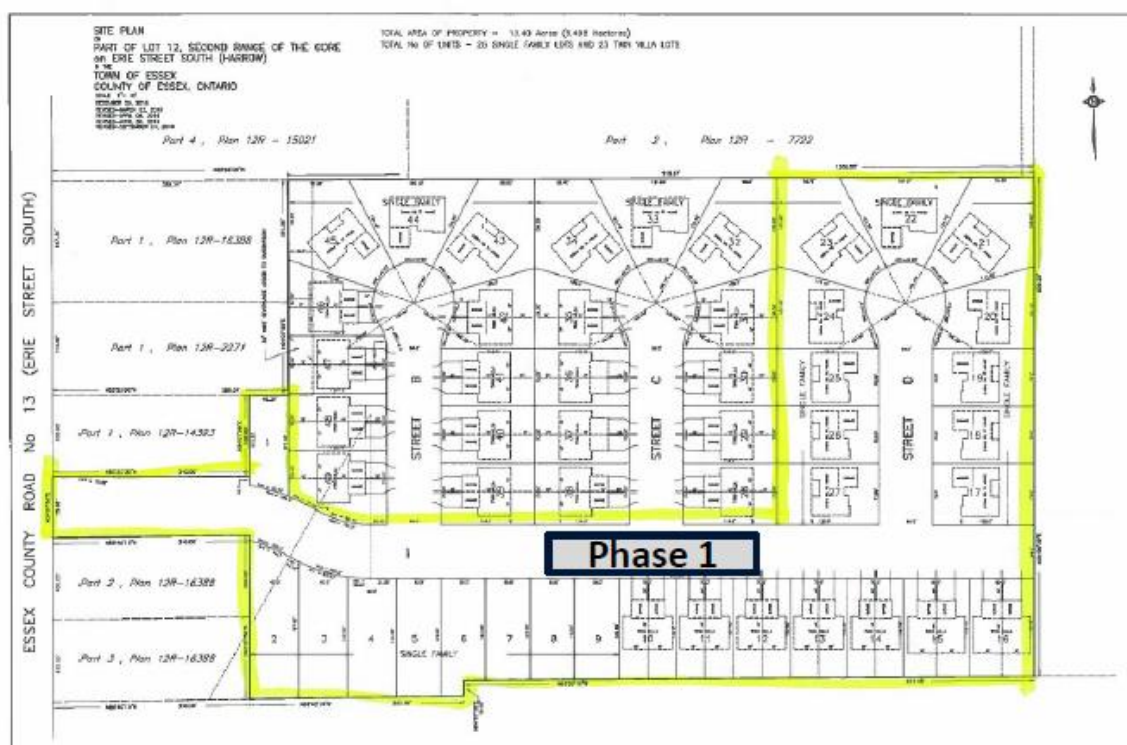
That Council approve Bylaw 2099, Being a Bylaw to remove the Holding Zone Restrictions for Phase 1 of the Parkland Woods Subdivision (Ward 3).

Purpose

Lands comprising the Parkland Woods subdivision are under an 'H' Holding zone restriction. The proponents for the subdivision have requested that the Holding restriction be removed for Phase 1 of the subdivision, which requires by-law approval by Council authorizing the removal of the Hold.

Background and Discussion

The Parkland Woods subdivision located East of County Road 13, just South of 1 Pollard Drive (Harrowood), will be developed in two (2) phases, as outlined below:



Both phases will be accessed by way of a new road (Pereira Drive), off County Road 13. The Manager of Planning Services for the County of Essex has granted final approval for the first phase of the development. **A copy of the approval letter is attached to this report.**

The first phase will be comprised of twenty (20) single detached dwelling lots and seven (7) semi-detached dwelling lots, for a total of thirty-four (34) dwelling units.

The subdivision is zoned HR2.2. Where the prefix 'H' precedes any zoning district symbol. No use, building or other structure shall be permitted. The "H" prefix may be removed when the following preconditions have been satisfied:

- i. the property is on a registered plan of subdivision; and,
- ii. full municipal services (a paved road, a municipal sanitary sewer and an approved stormwater outlet) are available or an executed agreement to provide full municipal services is in effect.

The property is on registered Plan of subdivision 12M-684. The installation of municipal services and road surface paving for Phase 1 has been completed. The property has been subject to a registered development agreement since 2021. **A copy of the executed development agreement is attached to this report.**

It is now appropriate to remove the Holding restriction for Phase 1, as requested, through adoption of Bylaw 2099.

Financial Impact

Removal of Holding zone restrictions will allow for the issuance of building permits to facilitate construction of Phase 1 dwellings. Development Charges are applicable at the time of building permit issuance. All Development Charges applicable to the construction of residential dwellings within the Parkland Woods Subdivision are waived at 100% until December 31, 2021, as per the Development Charges Bylaw 1850, for lands within the Harrow Primary Settlement Area.

The Town is required to fund any waived development charge amount through other sources. Should building permits for Phase 1 dwellings be issued before December 31, the total amount of development charges to be waived in 2021 and funded through the 2021 Approved Operating Budget would be **\$380,120**.

Due to the uncertainty of the timing of building permit approval, the amounts included in the 2021 Budget, for the waiver of development charges, have been carried forward into the 2022 Proposed Operating Budget. If the permits are issued prior to this, the carry forward would not

occur and the amounts would be funded through the 2021 Operating Budget as initially proposed.

Should building permits for Phase 1 dwellings be issued in 2022, development charges will be waived 75%, as per Bylaw 1850. The total amount of Development Charges waived in 2022, would be **\$318,160**.

Note: These numbers do not include the waived amount for Phase 2 lands which will remain under a Hold but are projected to be lifted in 2022.

Consultations

Kevin Girard, Director, Infrastructure Services

Kate Giurissevich, Director Corporate Services/Treasurer

Kevin Carter, Chief Building Official/Manager, Building and Bylaw Enforcement

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.



November 16, 2021

VIA EMAIL ONLY

1552843 Ontario Ltd. (Noah Homes)
Attention: Mr. Walter Branco
950 Seacliff Drive
Kingsville, ON N9Y 2K9

Subject: Notice of Final Plan Approval to Land Registrar
Location: Part of Lot 12, Second Range of the Gore
(Colchester South)
Municipality: Town of Essex
File No: 37-T-20004 (Phase 1, 27 lots)

Dear Mr. Branco:

As of the date of this letter, final approval has been given for the above noted Plan of Subdivision. The final plans bearing the signed approval stamp of the County of Essex have been sent by courier to the Land Registry Office located at 949 McDougall Avenue in Windsor.

I trust the above is satisfactory.

Yours truly,

REBECCA BELANGER, MCIP, RPP
Manager, Planning Services

c.c. Town of Essex
VSHBB Inc. (Brian Coad)
MPAC

ERCA
MMAH
Canada Post

GECD SB
WECD SB

PROVINCE OF ONTARIO

COUNTY OF ESSEX

TO WIT:

)
)
) TO ALL WHOM THESE PRESENTS
)
)
) MAY COME, BE SEEN OR KNOWN
)
)

I, Robert William Auger

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the Town of Amherstburg, in the County of Essex in said Province,

Do Certify and Attest that the paper-writing hereto annexed is a true copy of the Town of Essex By-Law 1993 being a by-law to enter into a Subdivision Development Agreement between The Corporation of the Town of Essex and 1552843 Ontario Limited. The said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at Windsor, Ontario this 18th day of March, 2021.



Robert William Auger, Barrister & Solicitor
and a Notary Public in and for the Province
of Ontario.



The Corporation of the Town of Essex

By-Law Number 1993

**Being a By-Law to enter into a Subdivision Development Agreement
between:**

**The Corporation of the Town of Essex and
1552843 ONTARIO LIMITED**

WHEREAS an application has been made by 1552843 ONTARIO LIMITED for approval of a Plan of Subdivision for residential purposes within the limits of the Town, the lands comprising the proposed Plan being more particularly described as PT LT 12 CON GORE OF 2ND RANGE COLCHESTER DESIGNATED AS PART 1 & 2, PLAN 12R28274 & PART 1, PLAN 12R7722; S/E PT 1, 12R14393, PT 2, 12R16388, PT 1, 12R16388; T/W R1229356; TOWN OF ESSEX.

AND WHEREAS the draft plan approval applies to the draft plan of subdivision prepared by Verhaegen Land Surveyors, dated July 16, 2020, which shows twenty-six (26) lots for single detached dwellings and twenty-three (23) lots for forty-six (46) semi-detached dwelling units for a total of seventy-two (72) dwelling units;

AND WHEREAS a conditional approval of draft Plan of Subdivision has been issued by the County of Essex in file No. 37-T-20004, a copy of which is on file with the Clerk for the Town, such approval being conditional upon Council's acceptance of the draft plan of subdivision and the execution of a subdivision development agreement;

AND WHEREAS the Town has accepted the Draft Plan of Subdivision and supports the creation of residential lots to be registered with the local Land Registry Office;

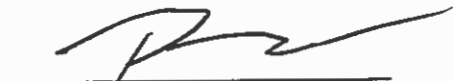
NOW THEREFORE be it resolved that the Council of the Town of Essex enacts as follows:

That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to the Subdivision Development Agreement attached hereto to Schedule '1' and forming part of this Bylaw, for the purpose of executing the Subdivision Development Agreement.

Read a first, a second and a third time and finally passed on March 15, 2021.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

Mayor

A handwritten signature in black ink, featuring a large initial 'P' followed by a horizontal line and a small flourish, positioned above a solid horizontal line.

Clerk

THIS AGREEMENT made this 15th day of March 2021

BETWEEN:

1552843 ONTARIO LIMITED

Hereinafter called the "Owner"

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF ESSEX

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS an application has been made by the Owner for approval of a Plan of Subdivision for residential purposes within the limits of the Town;

AND WHEREAS an approval of draft Plan of Subdivision has been issued by the County of Essex in file No. 37-T-20004, a copy of which is on file with the Clerk for the Town;

AND WHEREAS the draft plan of approval applies to the draft plan of subdivision prepared by Verhaegen Land Surveyors, a division of J.D. Barns LTD., dated July 16, 2020, which shows twenty-six (26) lots for single family dwellings and twenty-three (23) lots for forty-six (46) semi-detached dwelling units for a total of seventy-two (72) dwelling units;

AND WHEREAS the Town has accepted the proposal for a Plan of Subdivision and supports the creation of residential lots to be registered with the local Land Registry Office;

AND WHEREAS the lands comprising the proposed Plan are more particularly described as PT LT 12 CON GORE OF SECOND RANGE COLCHESTER DESIGNATED AS PART 1 & 2, PLAN 12R28274 & PART 1, PLAN 12R7722; S/E PT 1, 12R14393, PT 2, 12R16388, PT 1, 12R16388, PT 3, 12R16388; T/W R1229356; TOWN OF ESSEX

NOW THEREFORE THIS AGREEMENT WITNESSETH the parties hereto covenant and agree one with the other as follows:

SCOPE OF SUBDIVISION AGREEMENT

1. The Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality as set out in this Agreement concerning the payment of development charges (including educational development charges), provisions of roads, installation and capacity of services, including sanitary sewage collection systems, water distribution system, private utilities and stormwater management facilities for the development of the lands legally described as PT LT 12 CON GORE OF 2ND RANGE COLCHESTER DESIGNATED AS PART 1 & 2, PLAN 12R28274 & PART 1, PLAN 12R7722; S/E PT 1, 12R14393, PT 2, 12R16388, PT 1, 12R16388, PT 3 12R16388; T/W R1229356; TOWN OF ESSEX.
2. This Agreement consists of any schedules or other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.
3. Owner refers to any person or persons, corporation or other lawfully recognized entity that has the power and authority to bind the authorization and execution of this agreement. For the purpose of simplicity, in this agreement the Owner shall be referred to in the neutral.
4. Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

SPECIAL PROVISIONS

5. **STORMWATER QUANTITY AND QUALITY MANAGEMENT MEASURES** – The Owner shall:
 - a) Finalize to the satisfaction of the Municipality and the Essex Region Conservation Authority , the engineering analysis based on the Stormwater Management and Services Report, *Harrowland Parkland Estates Development in Harrow Centre, prepared by Rood Engineering Inc., dated March 30, 2020*, and as may be amended by mutual agreement between the Owner and the Town, to identify stormwater

quality and quantity measures as necessary to control any increase in flows in downstream watercourses, up to and including the 1:100 year design storm and in accordance with the Windsor-Essex Stormwater Management Standards Manual.

- b) Agree to install, entirely at its expense, a stormwater management pond and all stormwater management measures and facilities, as identified in the engineering analysis titled *Harrowland Parkland Estates Development in Harrow Centre, prepared by Rood Engineering Inc. dated March 30, 2020*, as amended by mutual agreement, on Municipal lands in a location satisfactory to the Director of Infrastructure Services
- c) Undertake to implement the recommendations contained within the said engineering analysis, to the satisfaction of the Municipality and the Essex Region Conservation Authority.

- 6. **PARKLAND CONVEYANCE** - In lieu of the gratuitous dedication of parkland, the Owner shall construct a public parking area, access road and related facilities to them, on Municipal lands, entirely at the expense of the Owner without encumbrance in accordance with the parking plan developed by Rood Engineering Inc. submitted March 30, 2020.
- 7. **PUBLIC PARKING AREA** - The Owner shall construct and complete the parking area in a time period acceptable to the Town and shall post a letter of credit, in favour of the Town, equal to the cost of the stated facilities.
- 8. **FENCING REQUIREMENT**- The Owner further agrees to install a continuous 1.8 metre high wooden privacy fence along the north lot lines of the dwellings abutting Harrowwood Community Living properties to a standard satisfactory to the Chief Building Official.
- 9. **Multi-Use Trail** - The Owner further agrees to construct, at its entire expense and according to the Town of Essex standard specifications and in a manner satisfactory to the Director of Infrastructure Services, the Greater Essex County District School Board and the Windsor Essex Catholic District School Board, a 2.5 meter wide multi-use trail along the north side of Street 'A' from the intersection with the east paved shoulder on

County Road 13 for the entire length of Street 'A' to facilitate pedestrian movement, bus routing stops and the safety of school children

- a) The Owner further agrees to insert a notice into all Agreements of Purchase and Sale, Leases and Transfers for lots on Street 'A' making persons aware that the multi-use trail will be constructed on the Town's lands adjacent to their property and that no structures or excavations are to take place beyond their property line without a written permit or written permission of the Town.
- b) The Owner further agrees to erect a subdivision sign with a map showing the road pattern, the location of community facilities and the trail.
- c) The Owner further agrees to separately identify the specific trail construction costs in the comprehensive infrastructure letter of credit.
- d) The Owner further agrees to adhere to a specific trail construction timetable and schedule showing the specific location of the trail with the provision that the trail will be constructed no later than when eighty percent (80%) of the construction permits are issued for the lots flanking Streets 'A' OR within two (2) years of the installation of roads and curbs on Street 'A', whichever comes first.
- e) The Owner further agrees to the provision for the retention of secured monies to ensure the repair of the trail damaged during construction.

10. **SCHOOL WARNING CLAUSE** -The Owner agrees to insert the following warning clause into all Agreements of Purchase and Sale and Leases for each dwelling unit, to the satisfaction of the Greater Essex County District School Board, the Windsor Essex Catholic District School Board and the Municipality, making people aware of the following: Students may not be able to attend the closest neighbourhood school and could be bussed to a distant school with available capacity.

11. **STREET 'A' ROAD ACCESS STANDARDS** -The Owner agrees that Street 'A' access standards must be in accordance with those outlined in the Geometric Design Guide for Canadian Roads, most recent edition, for the County's review and approval. The Owner further agrees that all active transportation facilities must be incorporated into the design/analysis.

12. **TRAFFIC CALMING MEASURES** -The Town acknowledges that the Owner has prepared to the satisfaction of the Town and the County of Essex a traffic study to determine if any upgrades to any roads affected by the sub-division are required. If required by the County of Essex, the Owner further agrees to construct all required traffic calming devices, including traffic circles, roundabouts, median islands, chicanes, curb radius reductions, bump outs, lane narrowings and any other required traffic calming device to the satisfaction of the Municipality and the County of Essex.
13. **CONSTRUCTION PERMITS** - The Owner further agrees that the Chief Building Official shall not be required to issue a construction permit for any lot or block in the subject lands until the Owner shall have constructed curbs and base asphalt fronting the said lots or blocks and such other matters as determined by the Chief Building Official.

GENERAL PROVISIONS

14. **CONSULTING ENGINEER**- The Owner shall employ, at its own expense, a Consulting Engineer registered by the Professional Engineers of Ontario:
- a) to design and submit to the Director of Infrastructure drawings of,
 - b) to prepare and administer any contract necessary for the construction of,
 - c) to obtain from municipal, provincial and federal authorities any approvals necessary for,
 - d) to submit to the Director of Infrastructure Services, prior to the commencement of construction, a report showing existing elevations and the proposed method of drainage of the lands served by,
 - e) to be responsible for all survey and layout work required for construction of,
 - f) to maintain for the client's purposes all records of construction of,
 - g) to submit to the Director of Infrastructure Services all required as-built details, elevations, and drawings in mylar copy and digital data in copy format, as well as details of private drain connections of,
 - h) to be responsible for the co-ordination of, and
 - i) to visit the site of the said works as requested by the Director of Infrastructure

Services for any reason related to, the completion in good practise of all services required under this Agreement.

15. **CONSTRUCTION MANAGEMENT PLAN** - The Owner agrees to submit a Construction Management Plan which addresses, amongst other matters, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls to the satisfaction of the Town, prior to the issuance of the subdivision servicing.
 - a) The Owner further agrees to maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction.
 - b) The Owner further agrees that all required parking for construction and trades shall be provided wholly on-site and not on public streets outside of the development limits for the duration of the construction.
16. **SERVICES** - The Owner shall supply, construct and install the following services at its own expense, unless otherwise provided herein, in accordance with the manner, location and design shown in the approved engineering drawings and otherwise in accordance with the terms of this Agreement. No such work shall be carried out until the said engineering drawings have been approved by the Director of Infrastructure Services.
 - 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 catch basins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the approved engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "plans"), maintain them including clearing the blockages until they are formally accepted by the Town. Prior to acceptance by the Town, the Town may authorize connection into them, but such connections shall not constitute acceptance of the sewer system or systems by the Town.
17. **SANITARY SEWERS** - The Town undertakes and agrees to confirm that sewage treatment capacity and water supply capacity will be available for all lots in the

proposed development and undertakes and agrees to provide confirmation of same to the Minister of Municipal Affairs and Housing.

- a) All sanitary sewer connections are to 125 mm diameter single connections and in no instance shall "Y" connections be permitted. All sanitary sewer system construction and materials shall be according to the standard specifications and approval of the Ministry of the Environment, Conservation and Parks and the Town.

18. **STORM WATER DETENTION SCHEME** -The Owner further agrees to retain a Consulting Engineer, *prior to the issuance of a construction permit*, for the design and preparation of drawings for an internal storm water detention scheme to service the subject lands. The purpose of the said storm water detention scheme will be to ensure that storm water drainage being directed to the Town's storm sewer, combined sewer or ditch, as the case may be, from the subject lands in their improved state shall be restricted to no greater than the present flow from the subject lands, and not result in any adverse impact on the existing lots along County Road 13, Pollard Drive and Poplar Drive. The storm water detention scheme shall be prepared and approved to the satisfaction of the Municipality.

- a) **Downspout Disconnection** - Eaves trough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.
- b) **Rear Yard Drainage** - Rear yard drainage and catch basins shall be provided in the locations and according to the specifications prescribed by the Owner's Engineer and approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwellings. The requirements of rear yard drainage systems shall be included as an obligation to be assumed by the purchaser in the agreement of purchase and sale of the lands from the owner.
- c) **Lot Grading Plan** - The engineering drawings and report shall include a lot grading plan. The Owner must ensure that when houses and other structures are built upon the building lots, the lot grading plan is adhered to.
- d) Upon approval of the drawings and report by the Director of Infrastructure Services

the Owner further agrees to construct at its entire expense the said storm detention scheme in accordance with the approved drawings and report and to the satisfaction of the Town.

- e) **Site Inspections** - The Owner shall conduct regular inspections every two weeks after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment, Conservation and Parks and the Essex Region Conservation Authority upon request.

The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Town or until site construction conditions warrant cessation of the visits.

19. **WASTE DISPOSAL SITES** - The Owner agrees that any evidence of former waste disposal activity encountered during the construction on the subject lands shall be brought to the attention of the Director of Infrastructure Services and Chief Building Official. The Owner's Engineer shall make an assessment of any hazards the previous activity may present. The Owner further agrees to remove and or eliminate such hazards, at his entire expense and to the satisfaction of the Town. No work shall be carried out in the affected area until agreement has been reached between the Owner and the Town.
20. **PAVEMENTS** - The Owner agrees to construct pavements, including curbs and gutters, driveway approaches and the necessary drainage facilities, according to Town's standard specifications. The Owner further agrees that temporary cul-de-sacs and barricades shall be installed at temporary dead-ended streets. The Owner further agrees that one (1) full winter shall elapse following the laying of base asphalt prior to the laying of surface asphalt. All work to be to the satisfaction of the Director of Infrastructure Services. The Owner agrees that provision for school buses to load and off load passengers will be accommodated at the Owners expense within the public right of way, if required by a local board of education.

21. **ROADS** -The Owner shall construct pavement on all the roads, as shown on the approved plans, and shall maintain them until they are formally accepted by the Town. Roadways shall have a paved surface width, as shown on the said plans. The roads shall conform to the grades shown on the said plans hereto. The said roads, when formally accepted by the Town, shall be conveyed to the Town gratuitously.
22. **CHANGE OF ROAD GRADE** - When, in the written opinion of the Town, it is necessary to change the grade of existing Town roads adjacent to or abutting the said plan of development, the Owner shall grade the roads to sub-grade, in the manner and at the time stipulated by the Town in accordance with the specifications of the Town.
23. **DRIVEWAY APPROACHES** -The Owner agrees that driveway approaches shall be constructed in such width and location as shall be approved by the Director of Infrastructure Services and the Owner shall have the option of constructing the said driveway approaches as follows:
- a) a minimum thickness of four and one-half inches (4½") of Portland Cement Concrete on an approved uniform sub-base or
 - b) a minimum of six inch (6") thick, two-course asphaltic concrete on an approved uniform sub-base or
 - c) a minimum thickness of nine inches (9") of compacted Granular "A" base with a minimum three inch (3") thick surface of two-course asphaltic concrete.
 - d) to provide straight flare driveway approaches and to terminate the raised curbs at the property line and the raised curbs shall not extend into the driveway approaches, outside the subject lands;
 - e) all work to be to the satisfaction of the Director of Infrastructure Services.
- At the time of the application for a building permit, the applicant shall escrow with the Town, in addition to any other building permit and indemnity charges assessable by the Town, the sum of One Thousand (\$1,000.00) Dollars to be held in trust by the Town for the purposes of insuring that the driveway approaches (on the unopened portion of the road allowance) are completed to the satisfaction of the Town. These monies will be held in trust by the Town and if no driveway approach is completed to the satisfaction of the Town within eighteen (18) months of the issuance of a building permit, then the

Town, at its option, shall be at liberty to use these monies to complete the necessary driveway approaches. If the driveway approaches are constructed within the eighteen (18) month period, then the monies shall be refunded to the applicant for the building permit.

UTILITIES

24. **Transformers near Driveways** -The Owner agrees that driveways and driveway approaches shall not be constructed closer than one (1) metre from the edge of an electricity transformer. Any owner of a lot whose driveway or driveway approach has been constructed closer than one (1) metre from the edge of a transformer, shall pay on demand to the utility for the cost of relocating the transformer to comply with this requirement.
25. **Communication Telecommunication** -The Owner agrees to arrange with communication telecommunication providers for the installation of sufficient underground communication telecommunication infrastructure services to the subject lands in accordance with the terms, conditions, standards and specifications of the communication/ telecommunication providers, and to locate switching stations to the satisfaction of the Director of Infrastructure Services, and where such switching stations are located in a municipal park, also to the satisfaction of the Director of Community Services. In the event that such communication telecommunication infrastructure is not available, then the Owner shall pay all expenses for the connection to and or extension of the existing communication telecommunication infrastructure, or for rearrangement or relocation of such communication telecommunication infrastructure, as required.
26. **Street Lighting** - The Owner agrees to construct and install street lighting including all poles, wiring fixtures and conduits in accordance with the type, design, location and specifications satisfactory to Hydro One and to the Director of Infrastructure Services.
27. **Water Services** - The Owner further agrees to construct and install water services in accordance with the design, location and specifications of the Director of Infrastructure Services.
28. **Electrical Services** - The Owner further agrees to construct and install electrical services

in accordance with the design, location and specifications of Hydro One.

29. **Canada Post Community Mailbox Program** - The Owner agrees to consult with Canada Post respecting the Community Mailbox Program and, if a community mailbox is required, to locate such boxes to the satisfaction of the Municipality. In addition, the Owner shall pay all expenses for rearrangement or relocation of Canada Post Services as required.
- a) The Owner shall provide the following for each community mail box site and to include these requirements on the appropriate servicing plans:
- i) any required walkway across the boulevard, per municipal standards;
 - ii) any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications); and
 - iii) A community mail box concrete base pad per Canada Post specifications.
- iv) The Owner shall to the satisfaction of Canada Post Corporation and the Municipality, register notice in every agreement of purchase and sale for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.
30. **Existing Watercourses and Natural Land Drainage** - The Owner agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction of this development unless approved by the Town. No natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Director of Infrastructure Services.
31. **Drainage and Flood Proofing** - The Owner agrees to follow all drainage and flood proofing recommendations of the Essex Region Conservation Authority (ERCA) may have with respect to the subject lands, based on final approval by the Director of Infrastructure Services.
32. **Fire Hydrants and Turnarounds** - The Owner agrees to submit to the Fire Chief and the Director of Infrastructure Services for their approval, *prior to the issuance of any construction permits*, plans for fire hydrants and temporary turnarounds. Once approved, the Owner further agrees to install said fire hydrants and temporary

- turnarounds to the satisfaction of the Fire Chief and the Director of Infrastructure Services. The owner further agrees to conduct all flow testing on installed fire hydrants and complete colour coding in accordance with the Town's Development Manual.
33. **Pavement Markings and Signage** - The Owner agrees to pay to the Town the Town's cost of installing public highway signage, striping, off-site road improvements, traffic signals and associated works as determined by the Director of Infrastructure Services.
34. **Dirt and Debris** - The Owner agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction on the subject lands. The Owner further agrees that, within twenty-four (24) hours of being notified by the Town, to clean-up the streets adjacent to the subject lands and unassumed streets within fifty (50) metres of the subject lands and take dust control measures at the Owner's entire expense, failing which, the Town may carry out or cause to have carried out the said work at the entire expense of the Owner.
35. **Vacant Lots** - The Owner and subsequent owners of the lots upon which no buildings have been or are being erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of Three Hundred Dollars \$300.00 per lot to a maximum amount of Five Thousand Dollars(\$5,000.00).
36. **Repair of Highway** - The Owner further agrees that any curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway which are damaged during construction on the subject lands shall be restored by the Owner at its expense, and to the satisfaction of the Director of Infrastructure Services. Any driveway approaches which become redundant following the development of the subject lands shall be closed and this area restored to the satisfaction of the Director of Infrastructure Services.
37. **Street Opening Permits** - The Owner further agrees to obtain street opening permits for sewer taps, drain taps, curb cuts and driveway approaches from the Director of

Infrastructure Services and the County of Essex prior to the commencement of any construction on the public highway.

LANDSCAPE AND PARK PROVISIONS

38. **Trees** - The Owner agrees to plant and warrantee for one year subsequent to planting one street tree for each building lot and further agrees to post with the Corporation, *prior to the issuance of any construction permits*, a letter of credit in connection with the trees required for the subject lands, based on the provision of one tree for each single-detached dwelling lot and one for each semi-detached dwelling lot, the choice of tree species and their value to be approved by the Director of Community Services.
39. **Topsoil** – The Owner agrees
- a) that all unpaved portions of street allowances shall be graded and further agrees to supply and replace any topsoil removed therefrom during construction operations to the satisfaction of the Director of Community Services.
 - b) to retain the topsoil removed from the street right-of-way pavement areas for parks purposes and deliver same pursuant to the Director of Community Services on demand.
 - c) to distribute the top soil removed from the all unpaved portions of street allowances, over any lands utilized or to be utilized for parkland pursuant to the provisions of this agreement, in accordance with the lot grading plan specified in clause 18 c) herein.

BUILDING PROVISIONS

40. **Elevation, Grades and Drainage Plans** - The Owner agrees to adhere to the elevations, grades and drainage plans as approved by the Director of Infrastructure Services and the Chief Building Official on a lot grading plan for the subject lands. The Owner further agrees to provide each purchaser of a lot in the subject lands with an approved individual lot grading plan, which shall be presented to the Chief Building Official, *prior to the issuance of a construction permit* for the said lot.
41. **Internal Drainage** - The Owner agrees to provide internal drainage for each building lot located on the subject lands in the locations and according to the specifications approved by the Chief Building Official.

42. **Placing of Fill in Regulated Areas** - The Owner agrees to obtain permits from the Town and ERCA, when in regulated areas, throughout for any construction or placing of fill on the subject property.
43. **Construction of Model Homes** - It is further agreed that once the municipal services referred to in this Agreement are under construction, the Owner may be allowed to construct model homes on up to ten percent (10%) of the lots shown on the draft plan of subdivision or re-lotting plan as approved by the Chief Building Official to a maximum of twelve (12) model homes per phase of the development of the subject lands on the following terms and conditions, namely:
- a) that model homes shall be constructed on lots within 150 meters of an active fire hydrant;
 - b) that a Class "B" road be constructed in order that fire trucks have access to each model home prior to the general public being permitted to tour the structures;
 - c) that the Owner releases and forever discharges the Town from any and all manner of actions, causes of action, claims and demands for damages, loss or injury, costs (as between a solicitor and own client, including counsel fees) and charges whatsoever, occasioned to or supplied by in respect of any matter or thing in consequence of or in connection with, or arising out of any fire in or about the said model homes, save and until the said Class "B" road referred to in subparagraph (b) hereof has been constructed;
 - d) that the Chief Building Official will not undertake a final inspection of the said model homes save and until the construction and acceptance on to maintenance by the Director of Infrastructure Services of all municipal services referred to in this Agreement;
 - e) that draft plan approval has been received from the Town and County of Essex, and
 - f) that this Agreement has been registered against the subject lands, and
 - g) a sign permit application has been submitted to the Chief Building Official for a subdivision sign which includes sidewalk locations.

CONVEYANCES AND CONTRIBUTIONS

44. **Development Charges** - The Owner agrees to pay, *at the time of issuance of a building*

permit, the appropriate Development Charges in accordance with the Town's Development Charges By-Law.

45. **Land Dedication for Public Highway Purposes** - The Owner agrees to dedicate to the Town on the registration of the subdivision plan, all public highways as shown on the approved draft plan of subdivision.
 - a) The Owner shall arrange to have all public highways named and obtain street numbers for all lots, all to the satisfaction of the Town.
46. **Easements** - The Owner agrees to gratuitously convey to the Corporation and or utility companies such as, but not limited to, Bell Canada, Enbridge, Hydro One and Cogeco Cable Systems, *prior to the issuance of any construction permits*, any municipal and or utility easements required by the Town and or the said utility companies.
47. **Reserves** - The Owner further covenants and agrees that, if required by the Town, dead-ended highways shall terminate in a 0.3 metre reserve blocks. The Owner further agrees to gratuitously convey to the Town those 0.3 metre reserve blocks, in fee simple and without encumbrance and *prior to the issuance of any construction permits*, in order that the Town may hold the aforesaid reserve blocks, until required for future highway purposes or for the development of the adjacent lands.
48. **Surveys and Land Descriptions** - All surveys, plans, or descriptions of land to be conveyed to the Town and or utility companies shall be at the entire expense of the Owner.

COMPLETION OF WORK

49. Rear-yard drainage and driveway approaches shall be installed contemporaneously with the construction of dwellings on each building lot, upon the direction of the Chief Building Official and the Director of Infrastructure Services, respectively. Except as aforesaid, all works required hereunder in each stage of construction approved by the Director of Infrastructure Services shall be completed within twenty-four (24) months of the date of this Agreement, provided however, that the said completion date may be extended with the approval of the Director of Infrastructure Services. Each one (1) year extension granted by the Director of Infrastructure Services will be conditional upon the recalculation of all outstanding monies in this Agreement owed to the Town by the

Owner and likewise owed to the Owner by the Town. Recalculation will constitute the addition of a simple interest charge based on the average annual rate of debentures issued by the Town in each one (1) year period prior to the terminal date being so extended for a one (1) year period.

SPECIFICATIONS AND MATERIALS

50. All work relative to this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town shall be carried out by a contractor competent in the type of construction involved. The latter shall be subject to the approval of the Director of Infrastructure Services. All work or detail required for the completion of construction under this Agreement and not shown in the engineering drawings, shall adhere to the latest Town's specifications and standards.
51. In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the Owner shall provide the Director of Infrastructure Services with a copy of the tender and an executed copy of the contract sent to each successful tenderer for any such work.
52. All material to be incorporated into the work required herein shall be tested from time to time, at the Owner's expense, as may be required by the Director of Infrastructure Services.

INSPECTION OF WORK

53. It is understood by the Owner that the work on land owned by the Town or on any lands to be conveyed hereunder to the Town carried out under this Agreement must be inspected and approved, but not supervised by the Town's inspectors, but that no charge will be made by the Town for such inspections. The Owner shall give the Director of Infrastructure Services forty-eight (48) hours' notice of the commencement of such work; shall make every effort to proceed expeditiously to the completion of all work undertaken without delay or interruptions; shall submit to the Town a work schedule to be followed in construction of the services required herein; shall co-operate fully with the inspectors aforesaid by making all parts of the work accessible to them and shall organize the work operation in such a manner as to permit inspections to be carried out

in the most efficient manner during regular working hours as far as possible. The Town likewise upon receipt of reasonable notice shall co-operate with the Owner in arranging to have inspectors available to carry out, without delay, such inspections as may be necessary.

ACCEPTANCE OF WORK

54. The performance by the Owner of its obligations under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town to the satisfaction of the Director of Infrastructure Services shall be a condition precedent to the acceptance by the Town of the services and works required herein.
55. Prior to the acceptance by the Town of the said services and works, the Owner shall furnish the Town with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of such works and that there are no outstanding claims relating thereto.
56. Upon completion of the services to be constructed or installed in public lands and upon acceptance thereof by the Director of Infrastructure Services, such services shall become the property of the Town and or utility service provider and the Town shall thereupon permit such services to be incorporated with the appropriate existing municipal services at the expense of the Owner or its assignee. This paragraph shall not require the Town to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services which may be installed in public lands.

FINANCIAL SURETIES

57. **Performance** - To ensure due and proper performance of the works set out in this Agreement, the Owner shall deposit prior to the commencement of the installation of services with the Town:
 - a) Cash or an irrevocable Letter of Credit in an amount equal to fifty percent (50%) of the value of the development or provision of all services required under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town.

- b) The value of the securities to be provided shall be based upon the full amount of construction costs including all taxes. If there is no tender, the Consulting Engineer shall provide an estimate of the value of the work.
- c) The Town reserves the right to verify the value of the work and amend the Consulting Engineer's estimate accordingly, in which case, the amended estimate shall be used for establishing the amount of securities.
- d) Securities will not be released or reduced until after final completion of all required municipal infrastructure and services and any and all deficiencies have been addressed to the satisfaction of the Municipality.
- e) If the Owner shall fail in the performance of the terms and conditions of this agreement then the Town:
 - i) 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,
 - ii) may fulfill the terms and conditions in respect of which the Owner is in default by utilizing the cash on deposit.

It is 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 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 rectified.

58. **Maintenance** -The Owner shall be responsible for all materials, equipment and work on land owned by the Town or on any lands to be conveyed hereunder to the Town for a minimum of one (1) year following completion and acceptance thereof by the Town, and shall deliver to the Town, cash or a Letter of Credit in an amount equal to twenty-five percent (25%) of the total cost of the work required herein.

- a) Securities will not be released or reduced until after final completion of all required municipal infrastructure and services and any and all deficiencies have been addressed to the satisfaction of the Municipality.

- b) No sewers will be finally accepted until they have been cleaned and inspected with video cameras and the videos provided to the Town for their approval.

CONSTRUCTION LIEN ACT

- 59. In as much as the Owner is obliged at its entire expense and not at the expense of the Town to make improvements to the highway, the Owner shall deposit with the Town a security, in form satisfactory to the Town Solicitor and in an amount satisfactory to the Director of Infrastructure Services, for the estimated amount of the holdbacks (under part IV of the Construction Lien Act) that would have been required were the improvements made at the expense of the Town.
- 60. Upon the sixtieth (60th) day following the completion of the said work and provided that the Town has received no notice of claim or lien for the supply of services or materials for the improvement of the streets or highways, the Town shall redeliver the letter of credit hereinbefore mentioned to the Owner.

INDEMNITY AND INSURANCE

- 61. The Owner further agrees to indemnify and save the Town harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to or loss or destruction of any property (including without limitation, the work hereby covered and all property of the Owner and the Town), or injury to or death of any person (including without limitation, employees of the Owner and the Town) arising directly or indirectly out of or in connection with the negligent performance or unlawful or non-performance of any obligation of the Owner under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town.
- 62. During the construction of the works on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, and during the maintenance period, the Owner further agrees to maintain:
 - a) A policy of public liability and property damage insurance, in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and containing endorsements showing the Town and the Town's consultants as additional named insured and have a cross-liability clause, and as to be in form satisfactory to the Town Solicitor.
 - b) If deemed necessary by the Director of Infrastructure Services, a policy to provide

environmental pollution liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest or costs, on a claims-made basis or such other limit as the Town may reasonably require and containing endorsements showing the Town as an additional named insured, to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage is not to be subject to the one hundred and twenty (120) hour reporting period and is not to be limited to hostile fire only and is to be in form satisfactory to the Town Solicitor.

c) A policy to provide proof of auto liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

63. The said insurance policies shall not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Town. If the said insurance policies are cancelled or changed in any manner that would affect the Town as outlined in coverage specified in the policy for any reason, thirty (30) days prior written notice by registered mail must be given by the insurer to the Town. Before commencing any work on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, the Owner further agrees to provide the Town Solicitor with a certified copy of said such policies.

PHASING PLAN

64. The Owner shall submit plans showing any revised phasing to the Municipality for review and approval if this subdivision is to be developed in more than one registration.

COUNTY OF ESSEX PERMITS

65. That prior to site alteration and site servicing the Owner shall obtain permits from the County of Essex in accordance with County standards. Further, the County requires the geometric design of Street 'A' and County Road 13 for review and approval. A permit is required to be obtained from the County of Essex for the construction of street "A" in accordance with County By-law #2481. Any and all signage visible from County Road

13 must be identified on the plans and must conform to the County guidelines and requires a County sign permit prior to installation.

ABANDONED OIL, GAS AND WATER WELLS

66. The Owner acknowledges that improperly constructed, maintained or abandoned oil, gas and water wells ("Wells") present a safety risk to humans as well as a potential risk to pollute groundwater resources. The Owner represents and warrants that it has researched Oil, Gas and Salt Resources Library and the Ministry of the Environment and Climate Change Well Records (the "Records") and has made itself aware of the presence of any Wells on the Lands. The Owner acknowledges that not all Wells are recorded or located accurately in the Records. The Owner further represents and warrants that it has:

- a) Systematically searched the lands for potential Well sites; and
- b) Taken all other necessary steps to ensure that there are no other Wells on the Lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations or guidelines, the proof of which shall be submitted to the Municipality.

LETTER TO ADVISE

66. Prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall complete and implement the recommendations contained in the Letter to Advice (reference AYL-L-066-19), which is valid until December 31, 2021, along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and a certified biologist shall confirm in writing that any site alteration has been completed in accordance with the requirements of any letters/authorizations/directions issued under the Endangered Species Act.

OTHER PROVISIONS

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

68. This Agreement may be registered against the subject lands described herein.

69. This Agreement shall run with the Lands in perpetuity or until such time as the Municipality, or its successor or assign authorizes their release and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
70. The Owner acknowledges that the Ministry of Environment, Conservation and Parks' review of the subdivision did not include any ground water, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or contaminants are present within or in close proximity to this subdivision. The Ministry must be advised immediately should waste materials or other contaminants be discovered during the development of this Plan of Subdivision. If waste materials or contaminants are discovered a further approval under Section 46 of the Environmental Protection Act may be required from the Minister.
71. 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.
72. The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the plan.
73. The Owner and/or its assignee shall request from the Town allocation of municipal street names and numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of municipal street number as aforesaid.
74. 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.
75. The Director of Infrastructure Services, Engineer, the Director of Community Services, the Chief Building Official, the Manager of Planning Services, the Fire Chief, the Town Solicitor and such other employees of the Town of Essex so named in this Agreement are those of the Corporation of the Town of Essex.

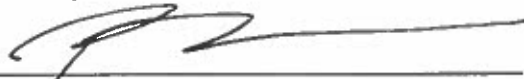
**IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals
duly attested by the hands of their proper signing officers in that behalf respectively.**

**SIGNED, SEALED AND DELIVERED
in the presence of**

THE CORPORATION OF THE TOWN OF ESSEX:



Larry Snively (Mayor)



Robert Auger (Clerk)



Name: Walter Branco

Capacity: President

I have the authority to bind the corporation

The Corporation of the Town of Essex

By-Law Number 2099

Being a By-Law to Amend By-Law Number 1037

The Comprehensive Zoning By-Law for the Town of Essex

**To Remove Holding Zone Restrictions for Phase1 of the Parkland Woods
Residential Subdivision**

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 the zoning for the lands comprising Phase 1 of the Parkland Woods Subdivision, comprising lots 1-27 on Registered Plan 12M-684, be changed from 'H'R2.2 to R2.2.

Read a first, second and third time and finally passed on December 6, 2021.

Mayor

Clerk



Essex County Council Regular Meeting Minutes

Wednesday, October 20, 2021

7:00 PM

<https://video.isilive.ca/countyofessex/live.html>

Council:

Gary McNamara, Warden, Mayor, Town of Tecumseh
Joe Bachetti, Deputy Mayor, Town of Tecumseh
Tracey Bailey, Deputy Mayor, Municipality of Lakeshore
Tom Bain, Mayor, Municipality of Lakeshore
Marc Bondy, Mayor, Town of LaSalle
Aldo DiCarlo, Mayor, Town of Amherstburg
Hilda MacDonald, Mayor, Municipality of Leamington
Crystal Meloche, Deputy Mayor, Town of LaSalle
Leo Meloche, Deputy Mayor, Town of Amherstburg
Richard Meloche, Deputy Mayor, Town of Essex
Gord Queen, Deputy Mayor, Town of Kingsville
Nelson Santos, Deputy Warden, Mayor, Town of Kingsville
Larry Snively, Mayor, Town of Essex
Larry Verbeke, Deputy Mayor, Municipality of Leamington

Administration:

Mike Galloway, Chief Administrative Officer
Mary Birch, Director of Council & Community Services/Clerk
Michelle Bishop, General Manager, EWSWA
Jayne Brooks Keller, Administrator - Sun Parlor Home
Kristie Cronin, Director of Human Resources
Robin Greenall, CEO/Chief Librarian, Essex County Library
Katherine Hebert, Deputy Clerk
Bruce Krauter, Chief, Essex Windsor EMS
Don McArthur, Manager, Communication and Organizational Development
Crystal Sylvestre, Council and Community Services Administrative Assistant
Sandra Zwiers, Director of Financial Services/Treasurer

1. Closed Meeting

There was no Closed Meeting scheduled for October 20, 2021.

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

We begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations, comprised of the Ojibway, Odawa and Potawatomie Peoples.

To recognize the land is an expression of gratitude to those whose territory you reside on, and a way of honouring the Indigenous people who have been living and working on the land from time immemorial.

We value the significant historical and contemporary contributions of local and regional First Nations and all the Original Peoples of Turtle Island.

5. Recording of Attendance

Warden McNamara attended the meeting virtually from the Essex County Civic Centre, Council Chambers. All other members of Council participated in the meeting virtually, via video conferencing from alternate remote locations.

6. County Warden's Welcome and Remarks

Warden McNamara welcomed the members of County Council, Administration and members of the public and delivered the following greeting:

We received a sobering reminder last week that we need to remain firmly focused on our economic future.

Stellantis announced Friday that it will reduce the workforce at the Windsor Assembly Plant to one shift next spring due to economic headwinds that include the semiconductor shortage and the fallout from the COVID-19 pandemic.

At the same time, Stellantis said it remains committed to making a \$1.5-billion investment in the plant, as it promised during 2020 bargaining with Unifor. We were also heartened to hear Premier Doug Ford say Monday that both the provincial and federal governments are ready to contribute hundreds of millions of dollars to make that happen.

The Premier said he is confident the Windsor Assembly Plant will return to a three-shift operation in the future. He also expressed support for establishing a vehicle battery manufacturing factory in our region.

We are grateful for the Ontario government's support and are doing our part. The County of Essex is working with the City of Windsor and other local partners to invite investments by forward-looking industries that want to set up shop in our region.

Next week, some of the leaders in the future of manufacturing will be attending and speaking at the Emerging Technologies in Automation Virtual Conference, which is based in Windsor-Essex. This is an example of how our region is supporting the transformation of existing industries and nurturing the development of new ones.

One of those existing industries is agriculture, which has long been an economic mainstay in Essex County. Later this evening, we will review a request by the Essex County Federation of Agriculture. It is asking that we do a better job of consulting with farmers when we make decisions at the municipal and County level.

We want to thank the federation for reminding us how important farming is to this region, and that the technology and equipment farmers use is constantly evolving. We also remind everyone out on the roads this autumn to be patient and drive with caution when they see farm machinery on the road. We want everyone to be safe during this busy harvest season.

Finally, I want to thank Premier Ford and Health Minister Christine Elliott for coming to Windsor-Essex on Monday to confirm the province's \$9.8-million commitment to cover the cost of ongoing planning for our new regional hospital. We will be ready when it's time to put a shovel in the ground.

7. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interest raised.

8. Adoption of Regular Meeting Minutes

208-2021

Moved By Larry Verbeke

Seconded By Tracey Bailey

That the minutes of the October 6, 2021 Regular Meeting of Essex County Council be adopted as presented.

Carried

9. Delegations and Presentations

9.1 Essex Region Conservation Authority (ERCA)

James Bryant, Director, Watershed Management Services and Tim Byrne, Chief Administrative Officer to make a presentation regarding the Essex County Floodplain Prioritization Project.

Tim Byrne was unable to join the meeting and sent his regrets. James Bryant provided Council with the update of the ERCA report initially presented in December 2020 speaking to the need to update the County of Essex Flood Mapping and the process to do so.

Mr. Bryant explained that flood mapping was collectively used by regulatory agencies to ensure planning functions provide for safe, responsible and sustainable developments that adhere with Provincial direction as outlined in the Provincial Policy Statement (PPS) and that flood maps were used in Official Plans to inform where flood hazards exist and influenced land-use designations and zoning.

He advised that the local engineering firm, Dillon Consulting, was contracted to develop a risk-based prioritization process for Natural Resources Canada (NRCan) as part of the Federal Flood Plain Mapping Guidelines series. The Windsor-Essex region was used as a model in the project providing ERCA with local information regarding the risk-based methodology of assessing flood plains.

Mr. Bryant explained that flood plain mapping took a high view of a watershed and smaller tributaries were considered inside the larger watershed areas. He further clarified that the methodologies used for the assessment were impacts to infrastructure and safety based on risk. The study provided ERCA with a list of priority projects and the information required to apply and receive funding support from the Province to commence work. He noted that studies that evaluate other variables were being conducted by a Provincial working group and were not part of that report.

209-2021

Moved By Tom Bain

Seconded By Marc Bondy

That the delegation from ERCA be permitted to address County Council.

Carried

9.2 Essex-Windsor Solid Waste Authority (EWSWA)

Michelle Bishop, General Manager, Essex-Windsor Solid Waste Authority, to make a presentation regarding the Regional Food and Organics Waste Management Project. *(Refer to Reports and Questions item 12.1 for disposition)*

Michelle Bishop provided an update on the Regional Food and Organics Waste Management Project. Ms. Bishop explained requirements for participation outlined in the Ontario Food and Organic Waste Policy Statement. Based on the eligibility criteria provided by the Province, the City of Windsor and four of the seven Essex County local tier municipalities were required to participate in this program. It was further explained that the 2016 census information was used to identify eligible communities. Ms. Bishop cautioned that 2021 census results, in conjunction with future development plans, may impact the level of participation required.

She noted that a regional approach, including all eight municipalities had been recommended and discussions included the voluntary participation of the three municipalities not yet required under legislation to participate. County Council agreed that Ms. Bishop should attend Council meetings at each of the seven municipalities to provide an update on the work that had been done to date on a Regional Food and Organics Waste Management Program and the implications for each municipality. It was noted that the EWSWA Board was requesting that the presentations to each municipality be completed and decisions regarding participation be reported to County Council and subsequently to the EWSWA Board by December 31, 2021.

210-2021

Moved By Marc Bondy

Seconded By Joe Bachetti

That the delegation from the EWSWA be permitted to address County Council.

Carried

10. Communications

10.1 Correspondence

211-2021

Moved By Crystal Meloche

Seconded By Gord Queen

That the correspondence listed on the Regular Agenda for October 20, 2021, be received and any noted action approved.

Carried

10.1.1 Solicitor General of Ontario

October 14, 2021 - Letter RE Community Safety and Well-Being Plans

10.1.2 Ministry of the Environment, Conservation and Parks (MOECP)

October 13, 2021 - Letter RE Decision on the Proposed Land Use Compatibility Guideline

10.1.3 Ministry of the Environment, Conservation and Parks (MOECP)

October 7, 2021 Letter RE Regulations under the Conservation Authorities Act

10.1.4 Ministry of Northern Development, Mines, Natural Resources and Forestry

October 7, 2021 - Letter RE Proposed amendments to the Crown Forest Sustainability Act, 1994, Professional Foresters Act, 2000 and the Public Lands Act, Ministry of Northern Development, Mines, Natural Resources and Forestry included in the Supporting People and Businesses Act, 2021

10.1.5 Alcohol and Gaming Commission of Ontario (AGCO)

October 15, 2021 - [AGCO Update RE Sale of Craft Beer at Farmers Market Events](#)

- [Municipal Role for Regulation](#)

10.1.6 Independent Electricity System Operator (IESO)

October 7, 2021 - Letter to Warden Gary McNamara RE Municipal Energy Futures, Planning and Development

10.1.7 Township of Adelaide Metcalfe

Resolution RE Support of resolution - federal and provincial funding of rural infrastructure projects

10.1.8 Township of Enniskillen

Resolution RE Interim By-law for Cannabis Facility Planning

10.1.9 Township of Enniskillen

Resolution RE Seeking Provincial Support for Cannabis Facility Planning

10.1.10 Association of Municipalities of Ontario (AMO)

October 4, 2021 - [AMO Policy Update – Queen’s Park News – Speech from the Throne Highlights and More](#)

10.1.11 Association of Municipalities of Ontario (AMO)

October 4, 2021 - [AMO/LAS Digital Services and Municipal Modernization Program/Audit and Accountability Fund](#)

10.1.12 Association of Municipalities of Ontario (AMO)

October 7, 2021 - [AMO Watchfile Online](#)

10.1.13 Association of Municipalities of Ontario (AMO)

October 7, 2021 - [AMO Policy Update – Increased Staffing in Long-Term Care & Red Tape Reduction Bill](#)

10.1.14 Association of Municipalities of Ontario (AMO)

October 14, 2021 - [AMO Watchfile Online](#)

10.2 Resolutions

10.2.1 Town of Kingsville

Resolution RE Support of 'Save Eye Care in Ontario'

212-2021

Moved By Nelson Santos

Seconded By Hilda MacDonald

That Essex County Council receive the correspondence from the Town of Kingsville, dated October 1, 2021 in support of Save Eye Care in Ontario, and further that Essex County Council supports their resolution.

Carried

10.2.2 Municipality of Leamington

Resolution RE Provincial Support for Long-Term Care Homes

213-2021

Moved By Hilda MacDonald

Seconded By Larry Snively

That Essex County Council receive the correspondence from the Municipality of Leamington dated October 8, 2021 seeking Provincial support for Long Term Care, and further that Essex County Council supports their resolution.

Carried

11. Consent Agenda

214-2021

Moved By Marc Bondy

Seconded By Tom Bain

That the recommendation in the Administrative Report listed as item 10.1, on the Consent Agenda for October 20, 2021 be approved.

Carried

11.1 Approval of Invoices - Legal and Consulting Services

Report number 2021-1020-CAO-R010-MG, Approval of Legal Invoices - Legal and Consulting Services, dated October 20, 2021 from Mike Galloway, Chief Administrative Officer

12. Reports and Questions

12.1 Essex-Windsor Solid Waste Authority (EWSWA) - Regional Food and Organics Waste Management Project

Regional Food and Organics Waste Management Project Report, dated October 20, 2021 from Michelle Bishop, General Manager, EWSWA.

Michelle Bishop provided the report during the Delegations portion of the October 20, 2021 meeting. See item 9.2.

215-2021

Moved By Aldo DiCarlo

Seconded By Marc Bondy

THAT Essex County Council consider a Regional approach to the Food and Organics Waste Management Project as it relates to participation from municipalities and report its decision back to the

Essex-Windsor Solid Waste Authority no later than December 31, 2021.

Carried

12.2 Essex County Library

Minutes of the August 25, 2021 Essex County Library Board meeting, Deputy Warden Nelson Santos, Chair.

216-2021

Moved By Nelson Santos

Seconded By Richard Meloche

That the minutes of the Essex County Library Board meeting for August 25, 2021 be received.

Carried

12.3 Essex County Accessibility Advisory Committee (ECAAC)

Minutes from the Essex County Accessibility Advisory Committee, dated September 16, 2021, Deputy Mayor, Gord Queen, Vice Chair.

Gord Queen explained that the Committee continues to work with Essex Region Conservation Authority (ERCA) investigating the accessibility of the local trail system. In the absence of the opportunity to host public events due to the pandemic, the Committee has opted to purchase benches through ERCA to be placed along the trail system in accessible areas to provide rest areas for users.

217-2021

Moved By Gord Queen

Seconded By Leo Meloche

That the minutes of the Essex County Accessibility Advisory Committee meeting for September 16, 2021 be approved.

Carried

12.4 Essex County Council 2022 Meeting Schedule

Report number 2021-1020-CCS-R010-MB, Essex County Council 2022 Meeting Schedule, dated October 20, 2021 from Mary Birch, Director, Council and Community Services/Clerk

Mary Birch presented the proposed Essex County Council Meeting schedule for 2022 highlighting the meeting dates required to accommodate the Municipal Election on October 24, 2022.

Ms. Birch pointed out the following dates for Council's consideration:

- October 19, 2022: Final meeting of the current term of County Council
- November 22, 2022: Orientation for new County Council members.
- November 23, 2021: Warden's Election and Inaugural County Council Meeting
- December 7, 2022: 2023 Budget Deliberation Meeting

In addition to the above dates, she advised that Special Meetings were anticipated to be scheduled after the swearing in of Council to develop the County of Essex Strategic Plan.

Ms. Birch asked Council to make note of November 4, 2022 as the tentative date for the Warden's Banquet.

It was noted that Council approved on March 17, 2021, that Essex County Council meetings would start at 6:00 PM beginning with the first meeting of the new Council on December 21, 2022 and that the Procedural By-law 41-2018 would be amended to reflect this change.

218-2021

Moved By Aldo DiCarlo

Seconded By Tom Bain

That Essex County Council approve the 2022 County Council meeting schedule as presented.

Carried

12.5 Agricultural Community Liaison

Report number 2021-1020-CCS-R009-MB, Agricultural Community Liaison, dated October 20, 2021 from Mary Birch, Director, Council and Community Services/Clerk

Mary Birch provided the report to Council regarding concerns brought forward by the Essex County Federation of Agriculture (ECFA) pertaining to communications and decisions made by

municipalities that impact the agriculture sector. The areas of concern identified by the group were planning and land use, road infrastructure design and scheduling that inhibits access to agricultural areas and long-term planning impacts of urban sprawl that impede farming activities.

She explained that, as a specialized sector relying on infrastructure decisions for business continuity, the ECFA requested the opportunity to allow for their input in the planning phases of municipal projects.

County Council discussed the existing opportunities for the Agricultural Community to provide their input and encouraged participation in those processes as well as be allowed to participate in Land Use Planning and Infrastructure discussions that could impact farming operations.

219-2021

Moved By Tom Bain

Seconded By Larry Verbeke

That Essex County Council support improved communication and engagement of the agriculture sector within the region;

And further that, County Administration be directed to circulate a copy of report number 2021-1020-CCS-R009-MB to the local municipalities within the region, requesting cooperation in ensuring the Essex County Federation of Agriculture be given the opportunity to consult with administrative committees and notified of opportunities for public consultation on matters affecting the agriculture sector, as recommended in the said Report.

Carried

12.6 Essex Windsor EMS 2022 Response Time Standard Plan

Report number 2021-1020-R008-EMS-BK, dated October 20, 2021 from Bruce Krauter, Chief, Essex-Windsor EMS.

Chief Bruce Krauter provided the 2022 Response Time Standard Plan to County Council based on data from January to September 2021, explaining that the report was a legislated requirement to be provided annually to Council and submitted to the Ministry of Health by October 31, 2021. Chief Krauter reviewed the two key indicators outlined by the Ministry of Health and the potential impacts to the data accuracy. He explained the report was provided

from a regional reporting perspective therefore the data was not broken down by municipality as other reports were.

Chief Krauter explained the report indicated EWEMS was not successful in meeting the targets outlined by the Ministry of Health during the COVID-19 pandemic. Challenges presented by the pandemic, reductions in hospital capacities and subsequent offload delays greatly impacted the ability to meet targets during that time.

Prior to the onset of the pandemic, the service was reaching the targets and it was anticipated the service would be able to return to positive measurements post-pandemic. Investments in pre-hospital care such as the diversion protocols developed in the region, as well as the Vulnerable Patient Navigator (VPN) Program, Community Paramedicine Remote Patient Monitoring (CPRPM), and Community Paramedicine Programs supported by the Ministry of Health and County Council were providing great benefit to the service and the community.

Warden McNamara reminded Council of the impacts of mental health and opioid response calls on the system. Chief Krauter explained that the Premier's announcement regarding Hotel Dieu Grace Healthcare becoming a Centre of Excellence for Mental Health Care could greatly assist in getting patients to the right care at the right time. Chief Krauter explained that activating transitional mental health facilities and the addition of medical interventions, such as Narcan and Naloxone to treat drug related medical emergencies in the field, were creating for more positive patient outcomes.

220-2021

Moved By Marc Bondy

Seconded By Joe Bachetti

That County Council authorize Administration to adopt and submit the proposed 2022 Essex Windsor EMS Response Time Performance Plan, as required under regulation 257/00 (as amended by regulation 267/08) .

Carried

13. Unfinished Business

There was no unfinished business for October 20, 2021.

14. New Business

There was no new business for October 20, 2021.

15. Adoption of By-Laws

221-2021

Moved By Marc Bondy

Seconded By Leo Meloche

That By-law 2021-33, having been read a first, second and third time, be finally passed and enacted.

Carried

15.1 By-law Number 2021-33

Being a by-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for October 20, 2021

16. Notice of Motion

There were no Notices of Motion for October 20, 2021.

17. Adjournment

That the Essex County Council meeting for October 20, 2021 be adjourned at 9:37 PM.

222-2021

Moved By Nelson Santos

Seconded By Crystal Meloche

Carried

Gary McNamara

Warden - County of Essex

Mary Birch

Director of Council and Community Services/Clerk

November 23, 2021

City of Windsor
Clerk Office

VIA EMAIL – clerks@citywindsor.ca

Re: Windsor Essex Regional Community Safety and Well-Being Plan, 2022-2026

The Windsor Essex Regional Community Safety and Well-Being Plan, 2022-2026 dated November 17, 2021, was presented to Essex County Council, under Reports and Questions, Item 12.3, of their regular meeting held November 17, 2021.

Essex County Council, adopted the following resolution, approving the report:

233-2021

Moved By Tracey Bailey

Seconded By Leo Meloche

THAT Essex County Council receive Report number 2021-1117-CSS-R#011-MB regarding the Windsor Essex Regional Community Safety and Well-Being Plan; and,

THAT the Municipalities of Lakeshore and Leamington and Towns of Amherstburg, Essex, Kingsville, LaSalle and Tecumseh have, by resolution, authorized Essex County Council to approve the Windsor Essex Regional Community and Safety and Well-Being Plan and any subsequent reports, on their behalf; and,

THAT Essex County Council approve the Windsor Essex Regional Community Safety and Well-Being Plan for submission to the Ministry of the Solicitor General before December 31, 2021; and,

THAT Essex County Council champion the Plan, recognizing that the Plan's implementation necessitates the active engagement and meaningful participation of key sectors, residents and communities across the region.

Carried

Should any further information be required, please contact the undersigned.

November 23, 2021

Regards,



Mary Birch
Director of Council and Community Services/Clerk

Cc:
Leo Gil, Project Manager, Community Safety and Well-Being Plan, Social Policy and Planning, City of Windsor
Jelena Payne, Commissioner, Human and Health Services, City of Windsor
All Local Tier Municipalities of the County of Essex



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

November 15, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on October 18, 2021, passed the following resolution regarding liquor licence sales and patio extensions:

"WHEREAS the Covid-19 pandemic has been both a health crisis and an economic crisis; and,

WHEREAS the Alcohol and Gaming Commission of Ontario (AGCO), an agency of the Province of Ontario, regulates licensed establishments; and,

WHEREAS the requirements for temporary extension of a liquor licence sales and temporary patio extensions have been relaxed throughout the pandemic, including downloading of certain approvals to the municipality, and proved beneficial to business operators; and,

WHEREAS the Downtown Kitchener BIA has invested \$600,000 into new downtown restaurant patios and the Belmont Village BIA invested in creating a new pedestrian-only patio experience; and,

WHEREAS the City of Kitchener has provided \$100,000 in business recovery grants to support Kitchener restaurants in adapting their patios to respond to the pandemic; and,

WHEREAS the City of Kitchener has developed a seamless system for approving patio expansion during the pandemic, supporting more than 60 restaurant owners across the city; and,

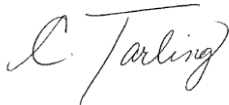
WHEREAS the City of Kitchener would like to provide further opportunities for helping strengthen our economy, continue to support local businesses, and have successfully managed the new licensed-area extension approvals delegated to the municipality;

THEREFORE BE IT RESOLVED that the City of Kitchener strongly encourages the Province of Ontario to continue the relaxed regulations in perpetuity, including, but not limited to, the following: i) permitting extensions of licensed areas without requiring AGCO approval, subject to municipal authorization; and, ii) flexibility on the requirements for demarcation of the limits of a patio, such as not requiring a prescribed physical barrier;

THEREFORE BE IT RESOLVED that should the AGCO propose to complete a comprehensive review of the temporary extension of a liquor licence sales and temporary patio extension regulations, The City of Kitchener wishes to volunteer to participate in any pilot programs that would allow the current regulations that are in effect until 3:00 a.m. on January 1, 2022 to be maintained, as the City would like to continue to show support to our local businesses;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario, Tom Mungham, Chief Executive Officer, AGCO, the Association of Municipalities of Ontario, Federation of Canadian Municipalities and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Tom Mungham, Chief Executive Officer, AGCO
Monika Turner, Association of Municipalities of Ontario
Joanne Vanderheyden, President, Federation of Canadian
Municipalities
Ontario Municipalities



JOINT BOARD OF MANAGEMENT

Wednesday, October 20, 2021

9:00 AM

Virtually in Zoom

MINUTES

Members Present Mayor MacDonald (Vice-chair); Deputy Mayor Verbeke, Councillors Dunn, Hammond, Jones, Tiessen - Leamington
Mayor Santos (Chair), Deputy Mayor Queen, Councillor DeYong, Patterson - Kingsville
Councillor VanderDoelen - Essex
Mayor Bain (alternate) - Lakeshore

Members Absent: Councillor Walstedt - Lakeshore

Also in Attendance: Rodney Bouchard, Union Water Supply System Manager
Khristine Johnson, Recording Secretary

Municipal Staff Present: Kevin Girard, Andy Graf - Town of Essex
Andrew Plancke, Shaun Martinho - Town of Kingsville
Krystal Kalbol - Municipality of Lakeshore
Laura Rauch, Shannon Belleau - Municipality of Leamington

OCWA Staff Present: Dale Dillen
Ken Penney

Consultants Present: Vincent LaPlante - Associated Engineering
Samantha Cauley - Associated Engineering

Call to Order: 9:01 am

Disclosure of Pecuniary Interest: none

Adoption of Board Minutes:

No. UW-57-21

Moved by: Councillor Hammond

Seconded by: Deputy Mayor Queen

That the Minutes of the UWSS Joint Board of Management meeting of Wednesday, September 22, 2021 is received.

Carried

Business Arising out of Minutes:

There was none

Report UW/33/21 dated October 15, 2021 re: Status Update of the UWSS Operations and Maintenance Activities and Capital Words to October 15, 2021

The Manager reviews his report with members of the Board. He explains that the DAF project is underway. He notes that the dome from Clarifier #2 has been removed and the basin is being prepared for rehabilitation. Further, the excavation for the auxiliary DAF equipment building and blow off chamber is complete and concrete has been poured. The next four (4) weeks will focus on foundations and rehabilitation of the Clarifier basin.

The next part of the stress test is scheduled now that tomato season has finished. The Manager reminds members that the filter capacity will be tested during this portion of the testing. This will allow team members to identify maximum output of individual filters total filtration capacity.

The Manager confirms that a new Total Residual Chlorine analyzer has been installed on a trial basis. This piece of equipment will monitor chlorine levels from the settling pond discharge and will measure more accurately in order to compliance.

The Lakeshore Distribution System supplied by UWSS has received its Annual Inspection report. The Manager reports that the inspection did not identify any areas of concern. The MOECP no longer provides a rating in the form of percentage, rather just Non-compliance/non-conformance issues.

OCWA staff will be out in the system exercising common asset watermain valves and will continue through November 2021.

Finally, flows are up over last year's average and the four (4) year average.

No. UW-58-21

Moved by: Councillor Patterson

Seconded by: Mayor Bain

That Report dated October 15, 2021 re: Status Update of the UWSS Operations and Maintenance Activities and Capital Words to October 15, 2021 is received.

Carried

Report UW/34/21 dated October 14, 2021 re: UWSS Infrastructure Review and Needs Study - Presentation of Preliminary Results to UWSS Board

The Manager reviews his report with the Board. He notes that one year ago the Board approved a budget for a study, which ties into the review of our Masterplan every five (5) year.

This particular portion of the study focuses on the treatment and transmission of storage. He further explains that the team of Associated Engineering (AE) and C3 Water (C3) collaborated to bring forth their finding.

Rodney then shares the screen with members of the Board and introduces Vincent LaPlante and Samantha McCauley, both of AE to review their presentation. Vincent notes that the presentation will focus on existing system review, growth areas within each municipality, future demands, storage requirements, and distribution system design criteria.

He then reviews the map of the four (4) pressure zones within the UWSS and explains about the existing storage capacity totalling 37.4 ML. He notes that the existing capacity had a bottleneck at the Clarifiers. This is why the DAF project will assist UWSS in this area.

Samantha then takes over to review the existing demands and how the information within the presentation was gathered. She notes that she gathered information from the UWSS SCADA system and billing data from the municipalities. She highlights the fact that demands have been increasing significantly over the last several years.

She then reviews the future growth of the UWSS, with data provided by the various planning departments, this included greenhouse growth expectations and population growth. She notes that for the purposes of the study all future greenhouse and industrial was broken down and put into the study as a population figure.

Samantha further remarks that the greenhouse industry is less affected by environmental factors and the Town of Essex just adopted a policy to allow for second dwelling units, which could have some impact on numbers.

The consultants both note that the take away from this study is that currently there is a deficit in water storage capacity. It is further noted that based on projected year over year municipal growth projection, storage capacity will need to be increased to meet projected 5 year demands and treatment capacity will need to be increased to meet 10 year projected demands.

Rodney then notes that going forward UWSS should address the storage issue by considering the new reservoir.

Councillor Verbeke asks if the UWSS is considering carrying the moratorium during this 5-10 year possible expansion in order to address some of the issues mentioned during the presentation. The Manager is hoping that after DAF Phase I is complete in the Spring of 2022, treatment capacity will be re-evaluated. However the reality is that the moratorium will most likely linger past March of 2022.

Deputy Mayor Queen wants to know if Watson & Associates needs to come back in to prepare an updated report regarding rates, which may be needed to accommodate the predicted growth. The Manager notes that this really depends on the restructuring aspect of the UWSS. The Price Waterhouse Cooper proposal includes a new reservoir and plant expansion without rate “shock” to the end users. Also, an incorporated UWSS would be

eligible for provincial/federal grant funding. However, if restructuring does not happen then the UWSS will have to go back to the municipal owners to cover the debt, then yes, rates will increase.

Councillor DeYong asks then the last major plant expansion took place. Rodney notes that with the addition of Clarifier #4, as part of the last plant expansion, took place in 2004.

There is further discussions regarding where future growth might be in Essex and Lakeshore. Mayor Bain notes that greenhouses are looking to the northern end of the UWSS system to expand, which falls in the Lakeshore zone. Many feel that the issue of where greenhouse growth might be will be an ongoing issue for the foreseeable future.

The Chair thanks the consultants for their time and reviewing their presentation.

No. UW-59-21

Moved by: Councillor Dunn

Seconded by: Councillor DeYong

That report UW/34/21 dated October 14, 2021 re: UWSS Infrastructure Review and Needs Study - Presentation of Preliminary Results to the UWSS Board is received.

Carried

Report UW/35/21 dated October 15, 2021 re: Payments for September 2021

No. UW-60-21

Moved by: Councillor Tiessen

Seconded by: Councillor Patterson

That report UW/35/21 dated October 15, 2021 re: Payments for September 2021 is received.

Carried

Time: 9:45

The Union Water Supply System Joint Board of Management then moved into an in-camera session:

No. C-UW-10-21

Moved by: Councillor Jones

Seconded by: Councillor DeYong

That the UWSS Joint Board of Management moved into a closed session for the verbal discussion under Municipal Act Section 239 (2)(c) regarding a proposed or pending

acquisition or disposition of land by the Union Water Supply System Joint Board of Management.

And further to consider:

Confidential Report Confidential Report C-UW03-21 dated October 14, 2021 Under Municipal Act Section 239 (2):

The security of the property of the municipality or local board.

A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

Carried

Disclosure of Pecuniary Interest and General Nature Thereof

There was none.

The Manager provides a verbal update on the land purchased by the UWSS. The board provides verbal direction to the Manager.

The Manager then reviews his report C-UW03-21 dated October 14, 2021 with the Board and the presentation contained within said report.

No. C-UW-11-21

Moved by: Councillor DeYoung

Seconded by: Councillor Jones

That the Manager is provided direction with regarding C-UW03-21 report.

No. C-UW-12-21

Moved by: Deputy Mayor Queen

Seconded by: Councillor Dunn

That the UWSS Joint Board of Management move out of closed session and return to the regular meeting

Carried

Out of in camera at 10:50 am

Report on Closed Session

The Chair provides the report on the closed session. He explains that the Manager provided a verbal update on the purchase of lands at 1529 Union Avenue and the

possibility of leasing the operation to a greenhouse grower over the next one (1) to two (2) years.

The Chair called for a motion on this matter:

No. UW-61-21

Moved by: Deputy Mayor Queen

Seconded by: Councillor Hammond

That the UWSS Joint Board of Management authorize the Manager to move forward to execute the necessary lease agreements pertaining the property located at 1529 Union Avenue.

Carried

The Chair continues his report on the closed session. He notes there was a presentation of emergency services between the UWSS and the Windsor Utilities Commission (WUC). The Board also gave direction to the Manager to meet with the WUC and UWSS executives to continue with the study.

New Business:

Councillor DeYong explains that she has received some complaints from residents regarding the light on the newly refurbished Kingsville Water Tower. She notes that with the dark sky compliance by-law perhaps the lights could be placed on a timer. The Manager explains that he will ask operations to switch the lights over to a timer system.

Adjournment:

No. UW-62-21

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Vander Doelen

Time: 10:56 am

Date of Next Meeting: November 17, 2021, via Zoom

/kmj



Premier Doug Ford
MPAC
AMO
(Sent via email)

November 18th 2021

Re: Concerns with the Continued Postponement of Property Assessments

Please be advised that on November 17th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Municipality of Mattice-Val Côté's resolution (attached) regarding the government of Ontario's decision to postpone the province-wide assessment update for the 2022 and 2023 taxation years.

Motion 17

Moved by Netty McEwen

Seconded by Muriel Wright

That Council supports item x of correspondence from the Municipality of Mattice – Val Côté regarding concerns with the continued postponement of the property assessment update, and directs staff to prepare a letter of support.

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.

Sincerely,

Erin Kwarciak

Clerk

Town of Plympton-Wyoming

Cc: (all sent via e-mail)
Bob Bailey, MPP Sarnia – Lambton
All Ontario Municipalities



RESOLUTION NO. 21-247

Moved by: Marc Dupuis
Seconded by: Steve Brousseau

WHEREAS the government of Ontario recently announced the continued postponement of the province-wide assessment update for the 2022 and 2023 taxation years, and;

WHEREAS this means that property values will continue to be based on the January 1, 2016 valuation date until at least 2024, and;

WHEREAS the Municipality of Mattice – Val Côté is aware of the important increase in property values throughout the province and within its own jurisdiction and;

WHEREAS the continued postponement of property valuation translates into a significant loss of taxation revenue for Municipalities;

NOW THEREFORE BE IT RESOLVED THAT Council for the Municipality of Mattice – Val Côté urges the government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update in order for Ontario Municipalities to be able to collect property taxes based upon actual property values, and;

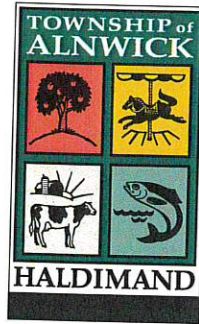
BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, to MPAC, to AMO, to all Ontario municipalities and to our federal and provincial government representatives, Carol Hughes and Guy Bourgouin.

- CARRIED -

I, Guylaine Coulombe, CAO/Clerk of the Municipality of Mattice – Val Côté, do hereby certify this to be a true and complete copy of Resolution 21-247, passed by the Council of the Municipality of Mattice – Val Côté at its meeting held the 8th day of November 2021.

DATED at Mattice, Ontario
This 10th day of November 2021


Guylaine Coulombe



November 15, 2021

Honourable Caroline Mulroney
Minister of Transportation and Minister of Francophone Affairs
Ministry of Transportation of Ontario
caroline.mulroneyco@pc.ola.org

Dear Honourable Caroline Mulroney:

Re: Support of Resolution – Endorsing National Teen Driver Safety Week and Requesting the Ministry of Transportation to Review Measures Impacting Newly Licensed Drivers

At the Township of Alnwick/Haldimand's Regular Council Meeting held on November 4, 2021, Council received the resolution sent by the City of Vaughan on October 19, 2021 in regards to endorsing National Teen Driver Safety Week and requesting the Ministry of Transportation to review measures impacting newly licensed drivers. Council of the Township of Alnwick/ Haldimand supported and passed the following resolution:

Moved by Deputy Mayor Sherry Gibson, seconded by Councillor Jim Hogg;

"Whereas, correspondence from the City of Vaughan, RE: Resolution Endorsing National Teen Driver Safety Week and Requesting the Ministry of Transportation to Review Measures Impacting Newly Licensed Drivers has been received; and

Whereas, the Province of Ontario has legislative authority over driver licensing, highways, automobile insurance, and the enforcement and prosecution of the federal criminal law; and

Whereas, the Ontario Ministry of Transportation administers the Highway Traffic Act, R.S.O. 1990, c. H.8; and

Whereas, the Ontario Ministry of Transportation published the "Ontario Road Safety Annual Report 2018", being the most recent report issued, containing statistics that demonstrate that the percentage of young licensed drivers, ages 17 to 20, that were involved in vehicle collisions is higher than any other age group; and

Whereas, the Canadian Council of Motor Transport Administrators published "Canada's Road Safety Strategy 2025" and identifies drivers that are either under the age of 25 or have less than two years of driving experience as a 'risk group' based on several contributing factors, some including distracted driving, impaired driving, speeding, passive safety, and road infrastructure; and

Whereas, the Council of the Township of Alnwick/Haldimand wishes to see change effected to Ontario's driving laws under the Highway Traffic Act, R.S.O. 1990, c. H.8, with respect to newly licensed drivers;

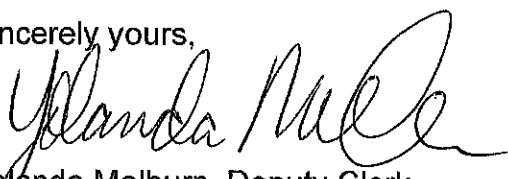
Now Therefore Be It Resolved That, Council of the Township of Alnwick/Haldimand support the correspondence regarding this issue; and

Further That Council direct staff to forward a copy of this resolution to the City of Vaughan, the Ministry of Transportation, the Honourable Doug Ford, Premier of Ontario, the Ontario Provincial Police, the Northumberland Police Services Board and all municipalities in Ontario.

CARRIED.

Thank you for your consideration in this matter.

Sincerely yours,


Yolanda Melburn, Deputy Clerk
Township of Alnwick/Haldimand
905-349-2822 ext. 32
ymelburn@ahdtp.ca

Cc: Todd Coles, City Clerk, City of Vaughan (clerks@vaughan.ca)
Honourable Doug Ford, Premier of Ontario (premier@ontario.ca)
OPP (Lincoln M. Alexander Bldg., 777 Memorial Ave., Orillia, ON L3V 7V3)
Northumberland Police Services Board
All municipalities of Ontario

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 27, 2021

Item 32, Report No.39, of the Committee of the Whole, which was adopted without amendment by the Council of the City of Vaughan on September 27, 2021.

32. ENDORSING NATIONAL TEEN DRIVER SAFETY WEEK AND REQUESTING THE MINISTRY OF TRANSPORTATION TO REVIEW MEASURES IMPACTING NEWLY LICENSED DRIVERS

The Committee of the Whole recommends approval of the recommendations contained in the resolution of Councillor Yeung Racco and Regional Councillor Rosati dated September 14, 2021.

Member's Resolution

Submitted by Councillor Yeung Racco and Regional Councillor Rosati

Whereas, City of Vaughan Council is concerned about the continued occurrence of serious motor vehicle collisions involving newly licensed drivers and drivers under the age of 18; and

Whereas, a shocking and tragic collision involving a 16-year old driver occurred on May 16th, 2021 on Athabasca Avenue in the City of Vaughan, resulting in the fatality of two young children; and

Whereas, City of Vaughan Council deferred the Resolution titled "Raising the Legal Age for a Licensed Driver from 16 to 18" on June 1, 2021 to a September Committee of the Whole meeting for further review and research; and

Whereas, the Province of Ontario has legislative authority over driver licensing, highways, automobile insurance, and the enforcement and prosecution of the federal criminal law; and

Whereas, the Ontario Ministry of Transportation administers the Highway Traffic Act, R.S.O. 1990, c. H.8; and

Whereas, the Ontario Ministry of Transportation published the "Ontario Road Safety Annual Report 2018", being the most recent report issued, containing statistics that demonstrate that the percentage of young, licensed drivers, ages 17 to 20, that were involved in vehicle collisions is higher than any other age group; and

Whereas, York Region published "2020 Traveller Safety Report" which provided that, based on collision data from the York Regional Police motor vehicle accident reports, drivers below the age of 25 have a higher at-fault collision rate and higher fatality rate in collisions than any other age group; and

.../2

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 27, 2021

Item 32, CW Report 39 – Page 2

Whereas, the Canadian Council of Motor Transport Administrators published “Canada’s Road Safety Strategy 2025” and identifies drivers that are either under the age of 25 or have less than two years of driving experience as a ‘risk group’ based on several contributing factors, some including distracted driving, impaired driving, speeding, passive safety, and road infrastructure; and

Whereas, City of Vaughan Council wishes to see change effected to Ontario’s driving laws under the Highway Traffic Act, R.S.O. 1990, c. H.8, with respect to newly licensed drivers; and

Whereas, Parachute, a Canadian charity, has launched a national awareness campaign to help educate Canadians on road safety and increase awareness on preventing serious and fatal injuries caused by motor vehicle accidents; and

Whereas, National Teen Driver Safety Week, hosted by Parachute and supported by many other Canadian jurisdictions, is a week dedicated to educating the youth about road safety and raise awareness of risks associated with driving to help prevent youth fatalities on the road across Canada.

It is therefore recommended:

1. That City of Vaughan Council request for the Ministry of Transportation of Ontario to undertake a review of the Highway Traffic Act, R.S.O. 1990, c. H.8 with respect to measures impacting newly licensed drivers, such as implementing additional training and penalty provisions, to achieve greater education, and awareness of road safety and increase accountability and responsibility of new and young drivers through the legislative framework; and
2. That City of Vaughan Council unanimously endorse National Teen Driver Safety Week, to be held October 17 to 23, 2021; and
3. That the City Clerk forward a copy of this resolution to the Premier, the Minister of Transportation, the Minister of Municipal Affairs and Housing, all municipalities in Ontario, the York Regional Police, the Ontario Safety League, the Ontario Association of Chiefs of Police, and Parachute.

MEMBER'S RESOLUTION

Committee of the Whole (1) Report

DATE: Tuesday, September 14, 2021

**TITLE: ENDORSING NATIONAL TEEN DRIVER SAFETY WEEK AND
REQUESTING THE MINISTRY OF TRANSPORTATION TO
REVIEW MEASURES IMPACTING NEWLY LICENSED DRIVERS**

FROM:

Councillor Sandra Yeung Racco
Regional Councillor Gino Rosati

Whereas, City of Vaughan Council is concerned about the continued occurrence of serious motor vehicle collisions involving newly licensed drivers and drivers under the age of 18; and

Whereas, a shocking and tragic collision involving a 16-year old driver occurred on May 16, 2021 on Athabasca Avenue in the City of Vaughan, resulting in the fatality of two young children; and

Whereas, City of Vaughan Council deferred the Resolution titled "Raising the Legal Age for a Licensed Driver from 16 to 18" on June 1, 2021 to a September Committee of the Whole meeting for further review and research; and

Whereas, the Province of Ontario has legislative authority over driver licensing, highways, automobile insurance, and the enforcement and prosecution of the federal criminal law; and

Whereas, the Ontario Ministry of Transportation administers the *Highway Traffic Act*, R.S.O. 1990, c. H.8; and

Whereas, the Ontario Ministry of Transportation published the "Ontario Road Safety Annual Report 2018", being the most recent report issued, containing statistics that

demonstrate that the percentage of young, licensed drivers, aged 17 to 20, that were involved in vehicle collisions is higher than any other age group; and

Whereas, York Region published “2020 Traveller Safety Report” which provided that, based on collision data from the York Regional Police motor vehicle accident reports, drivers below the age of 25 have a higher at-fault collision rate and higher fatality rate in collisions than any other age group; and

Whereas, the Canadian Council of Motor Transport Administrators published “Canada’s Road Safety Strategy 2025” and identifies drivers that are either under the age of 25 or have less than two years of driving experience as a ‘risk group’ based on several contributing factors, some including distracted driving, impaired driving, speeding, passive safety, and road infrastructure; and

Whereas, City of Vaughan Council wishes to see change effected to Ontario’s driving laws under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, with respect to newly licensed drivers; and

Whereas, Parachute, a Canadian charity, has launched a national awareness campaign to help educate Canadians on road safety and increase awareness on preventing serious and fatal injuries caused by motor vehicle accidents; and

Whereas, National Teen Driver Safety Week, hosted by Parachute and supported by many other Canadian jurisdictions, is a week dedicated to educating the youth about road safety and raising awareness of risks associated with driving to help prevent youth fatalities on the road across Canada.

It is therefore recommended:

1. That City of Vaughan Council request the Ministry of Transportation of Ontario to undertake a review of the *Highway Traffic Act*, R.S.O. 1990, c. H.8 with respect to measures impacting newly licensed drivers, such as implementing additional training and penalty provisions, to achieve greater education, and awareness of road safety and increased accountability and responsibility of new and young drivers through the legislative framework; and
2. That City of Vaughan Council unanimously endorse National Teen Driver Safety Week, to be held October 17 to 23, 2021; and
3. That the City Clerk forward a copy of this resolution to the Premier, the Minister of Transportation, the Minister of Municipal Affairs and Housing, all municipalities in Ontario, York Regional Police, Ontario Safety League, Ontario Association of Chiefs of Police, and Parachute.



December 1, 2021

Paula Parker
Town Clerk
Town of Kingsville
2021 Division Road North
Kingsville, Ontario N9Y 2Y9

RE: Town of Kingsville Resolution on Electricity Supply

Dear Ms. Parker,

We are in receipt of the Town of Kingsville Council resolution dated October 12, 2021 dealing with the supply of electricity. Town of Essex resolution number R21-11-416, moved by Councilor Bondy and seconded by Councilor Verbeek, was forwarded to us by the Town of Essex in a letter dated November 16, 2021.

We appreciate these matters being brought to our attention and are committed to providing exceptional value and service to our customers, the residents and businesses of Kingsville and Essex. Please know that we take the issues raised in the Town's resolution seriously and we are taking steps to review our policies and operations, specifically as they relate to:

- service disruptions and outages;
- our customer complaint resolution process;
- concerns raised by customers regarding abutting trees;
- new customer connections; and
- joint-road use discussions.

As we conduct our review into these matters, we invite any further feedback from Town Council regarding specific issues or incidents of concern. We remain committed to working together with the Town of Kingsville to ensure a satisfactory resolution is reached.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Cheryl Tratechaud", is written over a light blue circular stamp.

Cheryl Tratechaud CPA, CMA
Chief Financial Officer & Director, Stakeholder Relations

c/o E.L.K. Energy Board of Directors
c/o Robert Auger, Town Solicitor/Clerk, Town of Essex

Town of Essex

33 Talbot Street South
Essex, Ontario N8M 1A8

November 26, 2021

To Mayor Snively and Members of Council,

The Windsor Essex Food Policy Council (WEFPC) is a network of local food system representatives whose scope includes:

- Assisting in identifying and prioritizing the needs of the local food system;
- Supporting and fostering collaborations and partnerships based on priorities and needs of the community;
- Identifying, guiding or promoting the development and/or adoption of policy regarding ongoing food-related issues;
- Advising community, municipal, provincial and federal governments as to matters or the state of the local food system.

We are aware of the provincial [Food and Organic Waste Framework](#) and understand that the [Ontario Food and Organic Waste Policy Statement](#) has some ambitious and timed targets in Section 2 that our region must achieve.

The WEFPC enthusiastically supports the rationale in Section 2 of the OFOW Policy Statement that 'in order to ensure that waste reduction and resource recovery efforts are reflective of an evidence-based policy approach, targets need to be established.' We have seen the recommendations and it is the strong position of the WEFPC that the approach should include the reduction of greenhouse gasses to align with Windsor's community energy plan as well as the recently approved Essex County Regional Energy Plan. This would mean supporting a regional aerobic digester as opposed to a composting facility.

We would be very grateful if you could liaise with myself to ensure that any plans or progress regarding Organic Waste Management is shared with us. If there's an opportunity for a member of your administration to speak to us directly during an upcoming meeting, please advise.

The WEFPC believes achieving these goals can be aided with public education and stakeholder collaboration. We hope you see us in that collaboration.

Sincerely,

Karen Bellemore, RD

Chair, Windsor Essex Food Policy Council

Climate Change Action Plan



ONTARIO'S FOOD AND ORGANIC WASTE

Policy Statement

**Issued on April 30, 2018 pursuant to s. 11 of the
Resource Recovery and Circular Economy Act, 2016**

Approved by the Lieutenant Governor in Council, Order in Council
No.397/2018

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Part I: Preamble

The Food and Organic Waste Policy Statement (“the Policy Statement”) supports the provincial vision of a *circular economy* and is an important tool to help move towards the province’s visionary goals of zero waste and zero greenhouse gas emissions from the waste sector.

The Policy Statement focuses on *waste reduction* and *resource recovery* through preventing and reducing *food waste*, effectively and efficiently collecting and processing *food and organic waste*, and reintegrating recovered resources back into the economy.

The Policy Statement provides policy direction to further the provincial interest related to *waste reduction* and *resource recovery* of *food and organic waste*. In particular the policies that make up the Policy Statement further the following aims of the provincial interest set out in section 2 of the Resource Recovery and Circular Economy Act, 2016:

- Protect the natural environment and human health.
- Foster the continued growth and development of the *circular economy*.
- Minimize greenhouse gas emissions resulting from *resource recovery* activities and *waste reduction* activities.
- Minimize the generation of waste, including waste from products and packaging.
- Minimize the need for waste disposal.
- Minimize the environmental impacts that result from *resource recovery* activities and *waste reduction* activities, including from waste disposal.
- Provide efficient, effective, convenient and reliable services related to *waste reduction* and *resource recovery*, including waste management services.
- Increase the reuse and recycling of waste across all sectors of the economy.
- Increase opportunities and markets for recovered resources.
- Promote public education and awareness with respect to *resource recovery* and *waste reduction*.
- Promote co-operation and co-ordination among the various persons and entities involved in *resource recovery* activities and *waste reduction* activities.

Waste reduction and *resource recovery* of *food and organic waste* will help improve environmental outcomes, reduce greenhouse gas emissions and recover valuable nutrients, thus fostering a *circular economy*.

The policies within the Policy Statement may be complemented by other future policy statements issued to support the aims of the provincial interest in *waste reduction* and *resource recovery* as set out in section 2 of the Resource Recovery and Circular Economy Act, 2016, as well as other actions, including provincial regulations, plans and guidelines. The Policy Statement may also be complemented by municipal policies and private sector initiatives that contribute to *waste reduction* and *resource recovery* of *food and organic waste*.

Part II: How to Read the Policy Statement

Legislative Authority

The Policy Statement is issued pursuant to section 11 of the Resource Recovery and Circular Economy Act, 2016 which came into force on November 30, 2016. The Policy Statement must be reviewed and considered for amendment within 10 years after it is issued.

Sections 12 and 13 of the Resource Recovery and Circular Economy Act, 2016 together require that when specified persons or entities subject to the Policy Statement exercise a power or perform a duty related to *food and organic waste*, they must ensure those things are done in a manner that is consistent with the Policy Statement.

The individual policies contained within the Policy Statement will specify the persons or entities that the policy applies to. The Policy Statement only applies to those persons or entities specified in the applicable policy.

Read the Policy Statement in its Entirety

Given the variety of persons and entities subject to the policies within the Policy Statement, and the variety of actions and activities that they undertake in the reduction and recovery of *food and organic waste*, not all policies are applicable to every person, entity or activity.

Reading the Policy Statement in its entirety will assist in understanding how its individual policies apply to specified persons or entities who are required to do things in a manner consistent with it. This Policy Statement is intended to support mutual understanding and co-operation among various persons and entities involved in *waste reduction* and *resource recovery* in Ontario in order to further the aims of the provincial interest.

Policy Language

When applying the Policy Statement it is important to consider the specific language of the policies.

Some policies set out positive directives, such as “shall”. Other policies use enabling or supportive language, such as “should,” “promote” and “encourage.” Some policies set out limitations, such as “should only”.

The choice of language is intended to distinguish between the types of policies and the nature of implementation. There is some discretion when applying a policy with enabling or supportive language in contrast to a policy with a directive or limitation.

Geographic Scale of Policies

The Policy Statement recognizes the geographic diversity of Ontario and that local context is important with respect to *waste reduction* and *resource recovery*. Policies are outcome-oriented, and some policies provide flexibility in their implementation provided that the aims of the provincial interest are supported.

While the Policy Statement is meant to apply to all of Ontario, there are times when specified policies will only apply to specific areas given their particular geographic circumstances. Other policies refer to *waste reduction* and *resource recovery* objectives that need to be considered in the context of the province as a whole.

Minimum Standards

The direction in the policies in the Policy Statement represents minimum standards. Persons or entities subject to the policies may go beyond these minimum standards to address matters of importance to specific activities, industries, sectors or communities, unless doing so would be inconsistent with any of the policies contained within the Policy Statement.

Defined Terms and Meanings

Italicized terms in the Policy Statement are defined in the Glossary section. For non-italicized terms, the normal meaning of the word applies. Terms may be italicized only in specific policies; for these terms, the defined meaning applies where they are italicized and the normal meaning applies where they are not italicized. Defined terms in the Glossary section are intended to capture both singular and plural forms of these terms in the policies.

Relationship to Provincial Policies, Plans, and Instruments

Provincial land use policies and plans, such as a provincial policy statement issued under subsection 3(1) of the Planning Act provide policy direction to address land use issues facing *municipalities* which are at times related to specific geographic areas in Ontario. The policies in this Policy Statement are intended to complement these policies and plans.

If there is a conflict between this Policy Statement and a provincial policy statement issued under subsection 3(1) of the Planning Act or any prescribed instrument, the policy statement or provision that provides the greatest protection to the natural

environment and human health governs, to the extent of the conflict. If they provide equal protection, the policy that best promotes the provincial interest in *waste reduction* and *resource recovery* described in section 2 of the Resource Recovery and Circular Economy Act, 2016 governs, to the extent of the conflict.

Timing for Consistency

Section 14 of the Resource Recovery and Circular Economy Act, 2016 requires amendments to official plans, zoning by-laws, other by-laws and prescribed instruments related to *waste reduction* and *resource recovery* where necessary to ensure consistency with policy statements.

Municipalities and other planning authorities shall ensure that official plans are consistent with the Policy Statement by the end of the period determined under subsection 26 (1) of the Planning Act, while municipal zoning by-laws must be amended within three years after the related official plan amendment.

By-laws made under acts identified in Section 12 of the Resource Recovery and Circular Economy Act, 2016 that relate to *waste reduction* and *resource recovery*, as well as relevant prescribed instruments, must also be made consistent with the Policy Statement within 2 years of the Policy Statement being issued.

All persons or entities not exercising a power or performing a duty pursuant to instruments listed in the previous three paragraphs must make their activities relating to *waste reduction* and *resource recovery* consistent with the Policy Statement from the day it is issued subject to the following:

- i. Persons or entities subject to the policies in section 3 must make their activities consistent with the applicable policy within one year from the day the Policy Statement is issued by the Minister of the Environment and Climate Change.
- ii. Persons or entities subject to policies 4.2 to 4.5 or 4.10 to 4.18 must make their activities consistent with the applicable policies in accordance with the timelines established for these persons or entities in order to meet the targets in policy 2.1.

Part III: Policies

1. Ontario Food Recovery Hierarchy

The Policy Statement supports an Ontario Food Recovery Hierarchy in order to prioritize the highest and best use of our food resources in Ontario. The Ontario Food Recovery Hierarchy prioritizes actions that governments, businesses, organizations and consumers can take in order to move towards a sustainable model of *waste reduction* and *resource recovery*.

- 1.1 The Ontario Food Recovery Hierarchy consists of the following steps in order of importance:
 - i. Reduce: prevent or reduce *food and organic waste* at the source.
 - ii. Feed People: safely rescue and redirect surplus food before it becomes waste.
 - iii. Recover Resources: recover *food and organic waste* to develop end-products for a *beneficial use*.
- 1.2 Persons or entities engaging in *waste reduction* and *resource recovery* activities should consider prioritizing their activities according to the Ontario Food Recovery Hierarchy set out in policy 1.1.

2. Targets

In order to ensure that *waste reduction* and *resource recovery* efforts are reflective of an evidence-based policy approach, targets need to be established.

The Policy Statement gives direction to prevent and reduce *food and organic waste* at each stage of the food supply chain, including the production, distribution, consumption and recovery of *food and organic waste*. The Policy Statement establishes *waste reduction* and *resource recovery* targets as a means of assessing progress in addressing *food and organic waste*.

2.1 Sector-specific *waste reduction* and *resource recovery* targets are included in the table below. The persons or entities set out in column 1 must meet the targets in column 2 by the dates set out in column 2.

COLUMN 1: PERSON OR ENTITY	COLUMN 2: TARGET
a) Municipalities subject to policy 4.1	70 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated by single-family dwellings in <i>urban settlement areas</i> by 2023
b) Municipalities in Southern Ontario subject to policy 4.2i	70 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated by single-family dwellings in <i>urban settlement areas</i> by 2025
c) Municipalities in Southern Ontario subject to policy 4.2ii	50 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated by single-family dwellings in <i>urban settlement areas</i> by 2025
d) Municipalities in Northern Ontario subject to policy 4.3	50 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated by single-family dwellings in <i>urban settlement areas</i> by 2025
e) Multi-unit residential buildings subject to policy 4.10	50 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated at the building by 2025
f) Industrial and commercial facilities subject to policy 4.14	70 per cent <i>waste reduction</i> and <i>resource recovery</i> of <i>food and organic waste</i> generated in the facility by 2025

COLUMN 1: PERSON OR ENTITY	COLUMN 2: TARGET
g) Industrial and commercial facilities subject to policy 4.15	50 per cent <i>waste reduction</i> and <i>resource recovery</i> of food and organic waste generated in the facility by 2025
h) Educational institutions and hospitals subject to policy 4.18	70 per cent <i>waste reduction</i> and <i>resource recovery</i> of food and organic waste generated in the facility by 2025

2.2 Persons or entities subject to policy 2.1 shall achieve their target through *waste reduction* and *resource recovery* efforts with respect to the following types of waste:

- i. *Food waste*
- ii. *Organic waste*, including:
 - a. *Organic waste* resulting from food preparation
 - b. Soiled paper

2.3 *Municipalities* subject to policy 2.1 shall, in addition to the *waste reduction* and *resource recovery* efforts set out in policy 2.2, achieve their target through further *waste reduction* and *resource recovery* efforts with respect to the following types of *organic waste*:

- i. Leaf and yard waste
- ii. Seasonal outdoor wastes
- iii. Flowers and houseplants

2.4 Persons or entities subject to policy 2.1 are encouraged to engage in additional *waste reduction* and *resource recovery* efforts to achieve their target, with respect to the following types of *organic waste*:

- i. Personal hygiene wastes
- ii. Sanitary products
- iii. Shredded paper
- iv. Additional paper fibre products
- v. *Compostable products and packaging*
- vi. Pet food and wastes

2.5 The targets referred to in policy 2.1 shall be achieved through *waste reduction* activities and *resource recovery* activities, relating to one or more of the following:

- i. The prevention or reduction of *food and organic waste* at the source.
- ii. The safe rescue and redirection of surplus food before it becomes waste.
- iii. The recovery of *food and organic waste* to develop end-products for a *beneficial use*.

2.6 The targets referred to in policy 2.1 cannot be achieved through the following methods or uses:

- i. The use of *food and organic waste* to generate alternative fuels or energy from waste without the concurrent recovery of nutrients.
- ii. The direct discharge of *food waste* or *organic waste* into a municipal sewer, including when facilitated by food waste disposers or other grinding devices.
- iii. The use of recovered organic resources for landfill cover.

3. Reduce Food Waste

Preventing food from becoming waste in the first place is essential in order to address the issue of *food waste*.

A substantial amount of food in Canada is wasted at the consumer level. Consumers are often unaware of the true amount they waste and its associated costs. Consumers often lack awareness not only about the extent of *food waste*, but also the actions that can be taken to prevent *food waste* at the household level. The underlying causes of consumer *food waste* include purchasing habits, confusion over expiry and best before dates, as well as preparation, serving and storage practices.

However, we also know that a significant amount of food is either lost or wasted along the food supply chain. For example, *food waste* in the supply chain could occur while the food is processed into a product or further along at the retail level or at restaurants. *Food waste* within the supply chain is the result of factors such as overproduction, food not meeting market standards as well as gaps in existing storage, inventory and manufacturing practices.

Promotion and Education

Preventing and reducing *food waste* requires a significant change in behaviour. Changing behaviour, in turn, requires a consistent and long-term effort to shift understanding of food in general and *food waste* specifically. It will also require the formation of new practices by both businesses and consumers.

Better promotion and education will encourage a change in behaviour and reduce the amount of food wasted in Ontario. From businesses to households, everyone has a role to play in preventing *food waste*.

- 3.1 *Retail shopping establishments and retail shopping complexes that generate food waste, restaurants and food processors that are large manufacturing establishments shall develop and implement their own education programs aimed at preventing and reducing consumer food waste. The focus of the promotion and education program should primarily be on reaching consumers directly through information that will assist consumers in preventing and reducing food waste.*

- 3.2 *Retail shopping establishments and retail shopping complexes* that generate *food waste*, *restaurants, hotels and motels* and food processors that are *large manufacturing establishments* shall, in partnership with their industry associations, provide sector-based promotion and education to promote operational best practices that can prevent and reduce *food waste*.
- 3.3 *Municipalities* shall develop and implement their own promotion and education programs aimed at preventing *food waste*. The focus of the education program should primarily be on reaching consumers directly through information that will assist consumers in preventing and reducing *food waste*.

Reducing Food Waste by Businesses

The food industry also has a pivotal role to play in reducing *food waste* that occurs at earlier points in the supply chain before food even reaches consumers. Taking steps to prevent and reduce *food waste* in the processing and distribution stages of the supply chain, recognizes the clear linkage between *food waste* prevention and reduction measures and the subsequent net benefit to industry operations. These initiatives improve social, environmental and economic outcomes.

- 3.4 *Retail shopping establishments, retail shopping complexes, restaurants, hotels and motels* and food processors that are *large manufacturing establishments* that generate more than 300 kilograms of *food waste* per week should identify where *food waste* occurs in their operations, conduct regular *food waste* audits to quantify the amount and type of *food waste* and take measures to prevent and reduce the amount of *food waste* that is occurring.
- 3.5 *Retail shopping establishments, retail shopping complexes, restaurants, hotels and motels* and food processors that are *large manufacturing establishments* should, where feasible:
- i. Incorporate the use of *imperfect produce* in food processing and in food and meal preparation.
 - ii. Make *imperfect produce* available to consumers.

Rescue of Surplus Food

There are circumstances where food is edible yet becomes waste. The rescue of surplus food can be an effective means of redirecting nourishing, edible food that may otherwise not be used. Improving the accessibility, responsiveness and efficiency of efforts to redirect surplus food while ensuring health and safety concerns are also met, will help ensure that edible food is not lost to disposal.

3.6 *Retail shopping establishments, retail shopping complexes, restaurants, hotels and motels and food processors that are large manufacturing establishments should:*

- i. Develop relationships or partnerships with *food rescue organizations* in order to facilitate the safe distribution of surplus food in a timely and effective manner.
- ii. Explore the use of technology to help improve logistics and safely direct surplus food to distribution points more effectively.

4. Recover Resources from Food and Organic Waste

Increased *resource recovery* of *food and organic waste* from both the residential and the Industrial, Commercial and Institutional (IC&I) sector is essential in order to reach Ontario's goals of zero waste and zero greenhouse gas emissions from the waste sector.

Ontario's residential sector has made considerable progress in recovering *food and organic waste* from disposal. Additional efforts will increase collection in more communities across the province.

A growing number of people are living in multi-unit residential buildings. There is a need for greater efforts and innovative ways to recover *food and organic waste* in multi-unit residential buildings.

The IC&I sector generates large volumes of *food and organic waste* in Ontario. Significant effort to increase recovery is needed from major generators in this sector, such as grocery stores, shopping malls, restaurants, hotels, motels, educational institutions, food processing facilities and hospitals in order to build a *circular economy*.

Increasing Resource Recovery from the Residential Sector

Many of the existing *resource recovery* programs in Ontario for *food and organic waste* are currently offered in large urban areas with high density; however, opportunities exist to increase the availability of and participation in programs in more communities across the province.

Maintaining existing municipal curbside collection services

- 4.1 *Municipalities* that, as of the effective date, provide curbside collection of source separated *food and organic waste* shall maintain or expand these services to ensure residents have access to convenient and accessible collection services.
 - i. In addition to curbside collection of source separated *food and organic waste*, other collection methods, such as directing disposal streams to *mixed waste processing*, may be used to support collection of additional *food and organic waste*.

Increasing Residential Resource Recovery in Southern Ontario

- 4.2 *Municipalities in Southern Ontario that, as of the effective date, do not provide curbside collection of source separated food and organic waste shall provide:*
- i. *Curbside collection of food and organic waste to single-family dwellings in an urban settlement area within a local municipality if the population of the local municipality is greater than 50,000 and the population density of the local municipality is greater than or equal to 300 persons per square kilometre.*
 - ii. *Collection of food and organic waste to single-family dwellings in an urban settlement area within a local municipality if:*
 - a. *The population of the local municipality is greater than 50,000 and the population density of the local municipality is less than 300 persons per square kilometre; or*
 - b. *The population of the local municipality is greater than 20,000 but equal to or less than 50,000 and the population density of the local municipality is greater than or equal to 100 persons per square kilometre.*

Increasing Residential Resource Recovery in Northern Ontario

- 4.3 *Municipalities in Northern Ontario that, as of the effective date, do not provide curbside collection of source separated food and organic waste shall provide curbside collection of food and organic waste to single-family dwellings in an urban settlement area within a local municipality if:*
- i. *The population of the local municipality is greater than 50,000 and the population density of the local municipality is greater than or equal to 300 persons per square kilometre.*

Collection Preference and Alternatives for Residential Resource Recovery

- 4.4 *For municipalities subject to policies 4.2(i) and 4.3:*
- i. *Collection of source separated food and organic waste is the preferred method of servicing single-family dwellings.*
 - ii. *Alternatives to the collection of source separated food and organic waste may be used if it is demonstrated that provincial waste reduction and resource recovery targets can be achieved efficiently and effectively.*
- 4.5 *For municipalities subject to policies 4.2 (ii):*
- i. *Curbside collection of source separated food and organic waste is the preferred method of servicing single-family dwellings.*

- ii. Alternatives to curbside collection or source separation of *food and organic waste* may be used if it is demonstrated that provincial *waste reduction* and *resource recovery* targets can be achieved efficiently and effectively.

Supporting Residential Resource Recovery through Other Methods

- 4.6 Where collection of *food and organic waste* is not provided subject to policies 4.1 to 4.5, *municipalities* shall provide for the *resource recovery* of *food and organic waste* through means such as home composting, community composting and local event days.
- 4.7 *Municipalities* and other planning authorities should pursue regional approaches to facilitate the efficient and effective collection of *food and organic waste* from *urban settlement areas*.
- 4.8 *Municipalities*, working with municipal associations, shall provide promotion and education materials to residents that support and increase participation in *resource recovery* efforts available to residents of their community.
- 4.9 *Municipalities* and other planning authorities should ensure that their official plans, zoning by-laws, plan of subdivision approvals and site plan approvals support the *resource recovery* of *food and organic waste* for their residents.

Increasing Resource Recovery from Multi-unit Residential Buildings

Curbing urban sprawl, protecting agricultural land and promoting long-term economic growth has resulted in changes to how we plan, build and live in our communities. Shifts towards more compact urban forms and multi-unit residential developments are increasing demand for innovative ways to recover *food and organic waste*.

Improving access to *food and organic waste resource recovery* services for this growing segment of Ontarians is a key factor to moving towards greater *waste reduction* and *resource recovery*.

- 4.10 *Multi-unit residential buildings* shall provide collection of *food and organic waste* to their residents.
- 4.11 For *multi-unit residential buildings*:
 - i. Collection of source separated *food and organic waste* is the preferred method of servicing *multi-unit residential buildings*.
 - ii. Alternatives to the collection of source separated *food and organic waste* may be used if it is demonstrated that provincial *waste reduction* and *resource recovery* targets can be achieved efficiently and effectively.

- 4.12 *Multi-unit residential buildings* should implement best practices that support convenient access to *resource recovery* efforts.
- 4.13 *Multi-unit residential buildings* shall provide promotion and education materials to residents that support and increase participation in *resource recovery* efforts.

Increasing Resource Recovery from the Industrial and Commercial Sectors

Generators in the industrial and commercial sectors account for a significant portion of *food and organic waste* sent for disposal in Ontario. This group represents the largest opportunity to recover *food and organic waste* across the entire province. Ontario's commitment to decreasing the amount of resources going to disposal will require significant increases in *waste reduction* and *resource recovery* from the sector.

- 4.14 All *retail shopping establishments, retail shopping complexes, office buildings, restaurants, hotels and motels* and *large manufacturing establishments*, subject to O. Reg. 103/94 under the Environmental Protection Act, that generate 300 kilograms or more of *food and organic waste* per week shall source separate *food and organic waste*.
- 4.15 All *retail shopping establishments, retail shopping complexes, office buildings, restaurants, hotels and motels, and large manufacturing establishments*, not subject to O. Reg. 103/94 under the Environmental Protection Act, that generate 300 kilograms or more of *food and organic waste* per week shall source separate *food and organic waste*.
- 4.16 All other *retail shopping establishments, retail shopping complexes, office buildings, restaurants, hotels and motels* and *large manufacturing establishments* that generate less than 300 kilograms of *food and organic waste* per week should source separate *food and organic waste*.
- 4.17 All *retail shopping establishments, retail shopping complexes, office buildings, restaurants, hotels and motels, and large manufacturing establishments* shall provide users of these facilities promotion and education materials that support and increase participation in *resource recovery* efforts.

Increasing Resource Recovery from the Institutional Sector

Larger institutions subject to O. Reg. 103/94 under the Environmental Protection Act such as schools, universities and colleges as well as hospitals have played a leading role in providing *resource recovery* opportunities outside the home. In order to develop a culture of *resource recovery*, our institutions will need to maximize source separation efforts as we build a *circular economy* in Ontario. Large institutions in particular have an important role to play in changing how Ontarians both reduce and recover *food and organic waste*.

- 4.18 *Educational institutions and hospitals*, subject to O. Reg. 103/94 under the Environmental Protection Act, that generate 150 kilograms or more of *food and organic waste* per week shall source separate *food and organic waste*.

Management of collected *food and organic waste*

In order to recover resources from *food and organic waste* and return these resources to Ontario's soils, those involved in the management of *food and organic waste* should take measures to maximize *resource recovery* and eliminate disposal. This is particularly important where waste not considered *food and organic waste* (e.g. non-compostable packaging, stickers on fruits and vegetables, rubber bands and ties) mixes with *food and organic waste*, creating costs for *resource recovery systems* and diminishing the quality of end-products that would have been derived from them.

- 4.19 Persons or entities subject to policies in section 4 shall ensure that:
- i. Steps have been taken to avoid the contamination of collected *food and organic waste* by non-organic materials.
 - ii. All collected *food and organic waste* is sent for *resource recovery*.
- 4.20 To maximize recovery of *food and organic waste*, owners and operators of *resource recovery systems* shall:
- i. Manage source separated waste streams in a manner that limits contamination.
 - ii. Use appropriate technologies that can effectively recover collected materials.
 - iii. Not direct or send source separated *food and organic waste* for disposal.
- 4.21 To promote effective and efficient *resource recovery*, owners and operators of *resource recovery systems* may adopt financial measures that encourage generators to maximize *resource recovery* and discourage disposal.

5. Compostable Products and Packaging

Compostable products and packaging are intended to be managed at end of life in a reasonable timeframe through composting, *anaerobic digestion*, or other processes that result in decomposition by bacteria or other living organisms.

Compostable products and packaging are a relatively new and emerging waste stream. While packaging in particular has traditionally been part of the Blue Box program in Ontario, new types of products and packaging, especially in relation to *food waste*, are creating both challenges and opportunities for *waste reduction* and *resource recovery* of the products and packaging.

Compostable products and packaging should be recovered for a *beneficial use* and should not be sent to disposal. As *compostable products and packaging* become more common in Ontario there is broad recognition that more work needs to be done to better integrate these new types of products and packaging into Ontario's *circular economy*.

New ways of thinking are required in order to help ensure that the *resource recovery* of *compostable products and packaging* results in materials with *beneficial uses* that are consistent with Ontario's vision of achieving zero waste and zero greenhouse gas emissions from the waste sector.

With the shift to greater amounts of *compostable products and packaging* being used in particular for food and food products, producer responsibility should be taken into account with regard to the *waste reduction* and *resource recovery* of the *compostable products and packaging* that producers sell in Ontario.

- 5.1 Persons or entities that are brand holders of or market *compostable products and packaging* should ensure they are certified according to international, national or industry standards and meet environmental standards in Ontario.
- 5.2 *Municipalities* and owners and operators of *resource recovery systems* that process *food and organic waste* are encouraged to support new technology and innovation to recover *compostable products and packaging*.
- 5.3 Persons or entities that are brand holders of or market *compostable products and packaging* should provide promotion and education to inform consumers on how to participate in *resource recovery* programs for *compostable products and packaging*.

6. Support Resource Recovery Infrastructure

Ontario's vision for zero waste and zero greenhouse gas emissions from the waste sector is dependent on effective, efficient and economical systems that maximize *resource recovery* and support a low-carbon economy.

As the province, *municipalities* and the private sector take action to increase *resource recovery of food and organic waste*, Ontario will face significant demand for new or expanded *resource recovery systems*.

Ontario will need to support existing *resource recovery systems* and develop additional capacity to process *food and organic waste*. These facilities must be well-planned and suitably sited to ensure the long-term effectiveness of our *resource recovery systems*.

Co-ordination and co-operation between the public and private sectors is needed to ensure that decisions related to *food and organic waste* take into account local and regional management needs, emerging trends and provincial climate change implications. Ontario will need to create conditions to foster investment in recovery capacity in order to build a *circular economy* for *food and organic waste*.

Strategic Infrastructure Planning

Strategic infrastructure planning is important for supporting the development of efficient and effective infrastructure capacity. When siting new capacity or re-designating neighbouring land uses, promoting compatibility, preventing encroachment and mitigating *adverse effects* are critical to ensuring that existing and planned facilities can contribute to building a *circular economy* in Ontario.

- 6.1 *Municipalities* and other planning authorities should protect existing and planned *resource recovery systems* from incompatible uses and plan for new systems, where appropriate, to meet projected needs.
- 6.2 *Municipalities* and other planning authorities are encouraged to pursue regional approaches to address *food and organic waste resource recovery capacity* needs, including supporting *resource recovery systems* that build economies of scale for *food and organic waste* processing.

- 6.3 To ensure appropriate siting and compatibility between uses and adjacent uses, *municipalities* shall ensure that approvals for new or expanded *resource recovery systems* address the *D-Series Land Use Compatibility Guidelines* and the *Guideline for the Production of Compost in Ontario*.
- 6.4 To prevent or mitigate *adverse effects* from odour, noise and other contaminants, the *Director* shall address the *D-Series Land Use Compatibility Guidelines* and the *Guideline for the Production of Compost in Ontario* when reviewing approvals for new or expanded *resource recovery systems*.

Fostering Timely Approvals

Municipal and provincial approvals (e.g. land use and environmental approvals) ensure that *resource recovery systems* are designed, sited and developed to address matters related to the environment, economy and society. A strategic and collaborative approach will help facilitate timely decisions for these essential facilities.

- 6.5 The province, *municipalities* and other planning authorities should co-ordinate and complement approaches to provincial and municipal approvals, wherever possible, to facilitate timely decisions for *resource recovery systems*.
- 6.6 Proponents of new or expanded *resource recovery systems* should provide complete submissions for provincial and municipal approvals, as per provincial and municipal guidance.
- 6.7 When reviewing environmental approvals applications for new or expanded *resource recovery systems*, the *Director* should consider, in addition to considering the ministry's Statement of Environmental Values, regulations, guidelines and best management practices:
- i. The need to support regional approaches for increasing processing capacity.
 - ii. The need to support innovative methods to increase processing capacity in areas of rural, remote and Northern communities to facilitate *resource recovery* in these areas.
 - iii. Climate change impacts, including greenhouse gas emissions from the site or facility.
- 6.8 Proponents of new or expanded *waste management systems* for disposal should consider *resource recovery* opportunities for *food and organic waste*.

Ensuring Long-term Facility Sustainability

Ensuring that Ontario's ability to recover resources from *food and organic waste* remains viable in the long-term is an important part of building strong, healthy and prosperous communities that can maximize *waste reduction*, engage in *resource recovery*, and fight climate change. The effective, efficient and responsive development and operation of *resource recovery systems* will support Ontario in achieving zero waste and zero greenhouse gas emissions from the waste sector.

- 6.9 Owners and operators of *resource recovery systems* are encouraged to reduce greenhouse gas emissions generated from their operations, where feasible. *Food and organic waste* should be managed as close to the source as is realistically possible to limit greenhouse gas emissions resulting from transportation and haulage.
- 6.10 Owners and operators of *resource recovery systems* that create *digestate* are encouraged to maximize any energy captured to reduce greenhouse gas emissions.
- 6.11 Owners and operators of *resource recovery systems* should develop outreach plans that ensure regular engagement of local communities, as well as processes to address public complaints, resolve disputes and communicate mitigation measures.

Recovering Viable Organic Resources from Disposal Streams Using Other Methods

The recovery of organic resources from disposal streams can support *resource recovery* where these processes produce viable organic resources that can be marketed or land applied in Ontario.

- 6.12 When undertaking *mixed waste processing*, owners and operators of *resource recovery systems* should only accept source separated *food and organic waste* in instances when contamination or availability issues arise.
- 6.13 When undertaking *mixed waste processing*, owners and operators of *resource recovery systems* should demonstrate that recovered organic resources will regularly meet all applicable environmental quality standards.
- 6.14 When undertaking *mixed waste processing*, owners and operators of *resource recovery systems* should send recovered organic resources for further processing, such as composting or *anaerobic digestion*, where necessary.

- 6.15 Existing wastewater treatment infrastructure may be considered to process source separated *food waste*, where there exists (or can be created, for example through approaches such as optimization, infrastructure upgrades or adoption of advanced technology) excess capacity to create high-value end-products.
- 6.16 *Municipalities* are encouraged to plan for the management and *beneficial use* of *biosolids*, including considering new and enhanced *biosolids* processing technologies and co-management practices that support volume minimization and nutrient recovery.

7. Promote *Beneficial Uses*

Turning *food and organic waste* into valuable end-products supports healthy soils, promotes crop growth and enhances carbon storage.

Reintegrating *food and organic waste* into the economy recovers the resources embedded in these materials. As additional *food and organic waste* recovery capacity is developed, markets and end-uses should be expanded and diversified through new and innovative approaches.

- 7.1 *Owners and operators of resource recovery systems that create compost should:*
 - i. Promote the use and benefits of *compost*.
 - ii. Educate users on the rules and best practices for using *compost*.
 - iii. Make *compost* convenient and accessible to residents, community groups, farmers and services that could benefit from using *compost*.
- 7.2 *Owners and operators of resource recovery systems that create compost, digestate or other high-quality soil amendments should promote the beneficial use of these materials to create agricultural soil amendments that improve the quality of existing soils and promote the growth of crops, groundcover or other vegetation.*
- 7.3 *Owners and operators of resource recovery systems that recover organic resources should increase the beneficial use of recovered organic resources to build soils where they previously did not exist, where it is safe and appropriate to do so.*
- 7.4 *Municipalities should consider how their existing policies or procedures could encourage the use of compost, digestate and other soil amendments, such as facility and site maintenance, development, site and facility approvals, and green procurement.*

8. Implementation and Interpretation

- 8.1 The Policy Statement comes into effect on the day it is issued by the Minister of the Environment and Climate Change.
- 8.2 The timing within which persons or entities must make their activities consistent with the Policy Statement is set out in Part II.
- 8.3 This Policy Statement shall be read in its entirety and all relevant policies are to be applied to each situation.
- 8.4 The province may issue guidance material and technical criteria from time to time to assist decision-makers with implementing the policies of the Policy Statement. Information, best practices, technical criteria and approaches outlined in guidance material are meant to support but not add to or detract from the policies of the Policy Statement.
- 8.5 The province may work with *municipalities*, the IC&I sector and others to develop guidance to support measurement and achievement of the targets established in the Policy Statement. Guidance could include:
- i. Clarification on the types of *food and organic waste* collected for *resource recovery*.
 - ii. Guidelines for establishing a baseline measurement used for measuring progress.
 - iii. Clarification on how prevention, the rescue of surplus food and *resource recovery* efforts can be counted towards the targets.
- 8.6 *Municipalities* are encouraged to establish performance indicators to monitor the implementation of the policies.
- 8.7 The Minister shall report on the progress of the Policy Statement as part of the 5 year progress reports on the Strategy for a Waste-Free Ontario: Building a Circular Economy.
- 8.8 The Minister shall review the Policy Statement within 10 years of the date it is issued and consider whether it should be amended. In considering whether to amend the Policy Statement, the Minister shall consult with representatives of *municipalities*, persons engaging in *waste reduction* and *resource recovery* activities, representatives of environmental organizations and the public.

GLOSSARY

Adverse effect: means one or more of:

- i. impairment of the quality of the natural environment for any use that can be made of it,
- ii. injury or damage to property or to plant or animal life,
- iii. harm or material discomfort to any person,
- iv. an *adverse effect* on the health of any person,
- v. impairment of the safety of any person,
- vi. rendering any property or plant or animal life unfit for human use,
- vii. loss of enjoyment of normal use of property, and
- viii. interference with the normal conduct of business.

(As defined in the *D-Series Land Use Compatibility Guidelines*.)

Anaerobic digestion: means the decomposition of organic matter by bacteria in an oxygen-limiting environment (as defined in Regulation 347 under the Environmental Protection Act). The biogas generated through *anaerobic digestion* can be used to fuel electrical generators, or it can be further processed into renewable natural gas. The *digestate* may also be used as a soil amendment that is most commonly used in agricultural operations.

Beneficial use: means the use of organic resources recovered from *food and organic waste* to deliver nutrients, organic matter, or moisture to improve soil fertility, soil structure or to help build soils where they do not exist. Use of recovered organic resources for landfill cover is not considered a *beneficial use*. The generation of energy or alternative fuels from recovered *food and organic waste* is not considered a *beneficial use*. The recovery of nutrients, such as *digestate* from *anaerobic digestion*, is considered a *beneficial use* where the *digestate* is used to build new or improve existing soils.

Biosolids: means the residue from a sewage treatment works following treatment of sewage and removal of effluent.

Circular economy: means an economy in which participants strive to minimize the use of raw materials, to maximize the useful life of materials and other resources through *resource recovery*, and to minimize waste generated at the end of life of products and packaging (as defined in the Resource Recovery and Circular Economy Act, 2016).

Compost: means waste treated by aerobic decomposition of organic matter by bacterial action for the production of stabilized humus. *Compost* may be used as a soil amendment that is most commonly used in agricultural, horticultural and landscaping operations, as well as by residents in home gardens.

Compostable products and packaging: means products and packaging made that are intended to be managed at end of life through composting, *anaerobic digestion*, or other processes that result in decomposition by bacteria or other living organisms.

D-Series Land Use Compatibility Guidelines: means the environmental land use planning guides which provide environmental considerations and requirements for industrial land use, sensitive lands, sewage and water services, and private wells (<https://www.ontario.ca/page/environmental-land-use-planning-guides>).

Digestate: means the solid or liquid material that results from the treatment of *anaerobic digestion* materials in a mixed *anaerobic digestion* facility.

Director: means a Director appointed under section 5 of the Environmental Protection Act for the purposes of s.20.3 of the Act.

Educational Institution: means an operator of an educational institution to which section 14 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Food and organic waste: has the same meaning of *food waste* and *organic waste* when used together.

Food rescue organization: means a non-profit organization that rescues, gleans, transports, prepares and distributes excess or surplus food from food wholesalers, food processors, food retailers, grocery stores and restaurants.

Food waste: means the edible parts of plants and animals that are produced or harvested but that are not ultimately consumed.

Guideline for the Production of Compost in Ontario: means the guideline developed by the Ministry of the Environment and Climate Change to assist proponents of composting facilities, ministry staff and others in the siting, design, and approval of composting facilities. It also provides guidance on the production of compost based on engineering principles, practical experience, and current legislation, to protect public health and the environment (<https://www.ontario.ca/page/guideline-production-compost-ontario>).

Hospital: means an operator of a public hospital to which section 13 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Hotel and motel: means an owner of a hotel or motel to which section 12 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Imperfect produce: refers to whole and fresh fruits and vegetables that do not meet conventional grade and other non-food safety standards set by packers or retailers whether due to the size, shape or appearance of the item (for example, the presence of blemishes or discolouration), but are otherwise safe to consume and are not affected by rot, mold, insect damage or other contamination.

Large manufacturing establishment: means an owner or operator of a large manufacturing establishment to which section 15 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Local municipality: means a *single-tier municipality* or a *lower-tier municipality* (as defined in the Municipal Act, 2001).

Lower-tier municipality: means a municipality that forms part of an *upper-tier municipality* for municipal purposes (as defined in the Municipal Act, 2001).

Mixed waste processing: means *resource recovery* processes that recover *food waste* or *organic waste* from waste streams where *food and organic waste* is co-mingled with other wastes.

Multi-unit residential building: means an owner of a building to which section 10 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Municipalities: are geographic areas whose inhabitants are incorporated (as defined in the Municipal Act, 2001).

Northern Ontario: means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming and The Regional Municipality of Sudbury (as defined in O. Reg. 101/94 under the Environmental Protection Act).

Office building: means an owner of a building or group of buildings to which section 9 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Ontario's Compost Quality Standards: means standards developed by the Ministry of the Environment and Climate Change for aerobic composting of organic waste materials, supported by regulatory amendments (<https://www.ontario.ca/page/ontario-compost-quality-standards>).

Operator: means the person in occupation or having the charge, management or control of a *resource recovery system*.

Organic waste: means inedible parts of plants and animals, as well as other organic material that may be processed along with *food waste*. Examples of *organic waste* can include but are not limited to leaf and yard waste, *compostable products and packaging*, soiled paper, diapers and pet waste.

Owner: means a person that is responsible for the establishment or operation of a *resource recovery system*, or the person that owns the land in or on which a waste disposal site is located.

Resource recovery: means the extraction of useful materials or other resources from things that might otherwise be waste, including through reuse, recycling, reintegration, regeneration or other activities. This includes the collection, handling, and processing of *food and organic waste* for *beneficial uses*. Although energy from waste and alternative fuels are permitted as waste management options, these methods are not considered *resource recovery*. The recovery of nutrients, such as *digestate* from *anaerobic digestion*, is considered *resource recovery*.

Resource recovery system: means any part of a *waste management system* that collects, handles, transports, stores or processes waste for *resource recovery* purposes, but does not include disposal.

Restaurant: means an owner of a restaurant to which section 11 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Retail shopping complex: means an owner of a complex to which section 6 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Retail shopping establishment: means an owner of an establishment to which section 5 of O. Reg. 103/94 under the Environmental Protection Act applies as it read immediately before the day this Policy Statement was issued.

Single-tier municipality: means a municipality, other than an *upper-tier municipality*, that does not form part of an *upper-tier municipality* for municipal purposes (as defined in the Municipal Act, 2001).

Southern Ontario: means the parts of Ontario other than *Northern Ontario* (as defined in O. Reg. 101/94 under the Environmental Protection Act).

Upper-tier municipality: means a *municipality* of which two or more *lower-tier municipalities* form part for municipal purposes (as defined in the Municipal Act, 2001).

Urban settlement areas: means urban areas within *municipalities* (such as cities, towns, and villages) that are built up areas where development is concentrated and which have a mix of land uses.

Waste management systems: means any facilities or equipment used in, and any operations carried out for the management of waste including the collection, handling, transportation, storage, processing or disposal of waste, and may include one or more waste disposal sites.

Waste reduction: means the minimization of waste generated at the end of life of products or packaging, including through activities related to design, manufacturing and material use (as defined in the Resource Recovery and Circular Economy Act, 2016).

Administrative Report

Office of the General Manager Essex-Windsor Solid Waste Authority

To: Warden Gary McNamara and Members of County Council

From: Michelle Bishop, CGA, CPA
General Manager, Essex-Windsor Solid Waste Authority

Date: October 20, 2021

Subject: Essex-Windsor Solid Waste Authority (EWSWA) – Regional Food and Organics Waste Management Project

Purpose

The purpose of this report is as follows:

- 1) To provide an update on EWSWA's Food and Organics Waste Management Project.
- 2) To request consideration from Essex County Council for a Regional approach to the Food and Organics Waste Management Project, as it relates to participation from local municipalities.
- 3) To advise Essex County Council of EWSWA's direction to it's Administration to schedule a presentation at each of the seven (7) County municipalities and the City of Windsor, as soon as possible, outlining the requirements of the Ontario Food and Organics Waste Policy Statement and the decision points that will be required by each municipality surrounding a Regional Organics Waste Management Program.

Background

The primary purpose of the project is to comply with Ontario's Food and Organic Waste Policy Statement pursuant to Section 11 of the 2016 Resource Recovery and Circular Economy Act (collectively "The Organics Provincial Policy Statement" or "OPPS"), which will require some municipalities in Essex-Windsor to achieve specific reduction and recovery target rates by 2025 as follows:

- **City of Windsor** – Provide curbside collection of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 70%;
- **Amherstburg, LaSalle, Leamington and Tecumseh** – Provide collection (through a public drop-off depot or community composting area or through curbside collection) of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 50%;
- **Essex, Kingsville and Lakeshore** – Not required to achieve specific rates of reduction for food and organic waste based on their population and population densities.

At its meeting held October 6, 2020, the EWSWA Board approved the development and implementation of a regional food and organic waste management plan and creation of a working group consisting of EWSWA, City of Windsor and County of Essex representation. The City of Windsor was given responsibility for all technical aspects of the plan development.

The project was also to consider the inclusion of biosolids from wastewater treatment to address upgrades anticipated at the Windsor Biosolids Processing Facility and to align with recommendations of the City of Windsor's Integrated Site Energy Master Plan. There may be an opportunity to include biosolids from other Essex County municipalities in the evaluation of alternatives if deemed desirable.

At the November 3, 2020 meeting the EWSWA Board approved the creation of the Food and Organic Waste Working Group and Oversight Committees to be comprised of staff from the City of Windsor, the County of Essex and the EWSWA.

At the December 1, 2020 meeting the EWSWA Board approved the budget and Project Charter for Phase 1 – Consulting and Project Direction. The

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budget included the cost for GHD Limited (GHD), the consultant engaged by the City of Windsor. The scope of Phase 1 of this project was to include:

- Researching what other municipalities are doing to comply with the legislation, including best practices;
- Review responses from City of Windsor expression of interest EOI#114-20;
- Identify and prioritize project goals;
- Evaluate service delivery models;
- Evaluate technology alternatives including site considerations, risks, advantages, disadvantages, constraints, challenges, life cycle, high level capital cost and other relevant considerations;
- Advise on site specific spatial requirements, buffer zones and other environmental and planning restrictions;
- Evaluate, through a cost-benefit analysis, end market revenues and renewable energy options;
- Preliminary schedule development;
- Meet with stakeholders (County of Essex municipalities);
- Prepare a report summarizing the activities and findings of the above, including a recommendation for the preferred solution; and
- Provide technical input into and participate in the evaluation of responses to a request for qualifications.

Between December 2020 and May 2021, the Oversight Committee:

- Provided the EWSWA Board with regular project updates;
- Attended Regional CAO meetings on December 9, 2020 and April 30, 2021 to provide project updates;
- Held meetings with Stakeholders – Essex County municipalities, Toronto, London, Chatham-Kent, Lambton, Sarnia, Association of Municipalities of Ontario and Essex Region Conservation Authority.

At the June 1, 2021 EWSWA Board meeting, the Board was presented with the final report from GHD. Additionally, the Oversight Committee presented a set of proposed recommendations to proceed with the next stages of this project. At that meeting, the Board received the recommendations and passed a motion for EWSWA Administration to retain a third-party independent consultant to conduct a peer review of the evaluation process as detailed in the GHD report. After a competitive bidding process, EWSWA retained the services of Tetra Tech Canada Inc. (Tetra Tech) to conduct the peer review.

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At the September 15 and October 5, 2021 meetings of the EWSWA Board, Tetra Tech provided a summary of findings as a result of the peer review including:

1. The GHD Reports are substantially sound and offer comparative impacts of the various options. Concern was noted in regards to the capital costs presented by GHD, which may be underestimated;
2. Given the compliance deadline of 2025 that applies to Windsor, Tecumseh, Amherstburg, LaSalle and Leamington, and the likelihood of an organics ban at all landfills which would then capture Kingsville, Essex and Lakeshore, Tetra Tech recommends that all 8 communities be part of a regional solution;
3. The Ministry of the Environment, Conservation and Parks ("MECP") will assess innovative technologies for compliance with the Food and Organic Waste Ontario Provincial Policy Statement ("OPPS"). Proponents of innovative technologies must demonstrate compliance with the OPPS, and should be allowed to submit a proposal in response to a Request for Proposal ("RFP");
4. Anaerobic digestion appears to be the best fit for both organics processing and greenhouse gas reduction targets;
5. Tetra Tech recommends an RFP be prepared that requires proponents to meet the following key critical end points:
 - a. That the proponents have the skills, experience and technology that works;
 - b. That any proposal meets all regulatory and policy requirements for EWSWA (including energy policies);
 - c. That a cost proposal (whether upfront capital or all-inclusive tipping fees) be evaluated on a Net Present Value ("NPV") basis.

At the October 5, 2021 meeting of the EWSWA Board, the Oversight Committee provided the Board with revised recommendations, based on the conclusions of the Tetra Tech report. This report is included as Appendix A.

Discussion

At the October 5, 2021 EWSWA meeting, the Board reviewed the recommendations proposed by the Organics Oversight Committee.

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It was identified at the meeting that, to date, the concept of a Regional Food and Organics Plan had only been dealt with at an EWSWA Board level and that a project of this significance should be discussed at a County Council meeting to allow all municipal representatives to be involved in the discussion.

Board members stated that a regional solution would be preferred in order to achieve diversion targets and to ensure consistent service levels throughout the County.

Board members also identified that similar to the Blue Box Program, the program should include regional collection and processing of material to ensure the highest capture of material and resident participation. Curbside collection as opposed to depot collection was identified as the preferred method of collection.

After some deliberations, the following resolution was adopted:

Moved by Marc Bondy

Seconded by Leo Meloche

That the Essex-Windsor Solid Waste Authority RECEIVE the following recommendations of the Food and Organics Waste Management Oversight Committee, as amended and refer to Essex County Council for direction:

- 1) That the Food and Organic Waste Management Oversight Committee BE DIRECTED to proceed with a Procurement Plan for an organic waste management facility that meets the following minimum criteria:
 - a. That, should a new facility be constructed, the facility BE LOCATED:
 - on lands adjacent to the Regional Landfill, or
 - on lands adjacent to the Windsor Biosolids Processing Facility, or
 - at a site supplied by a proponent through the procurement submissions, and;
 - b. That, consistent with the intent of the City of Windsor Community and Corporate Energy Plans and the Essex County Regional Energy Plan, that the RFP BE REQUIRED to utilize a technology that produces renewable energy, in addition to helping municipalities move towards their greenhouse gas

reduction goals and to meet or exceed waste diversion targets set out in the OPPS, and;

- c. That the RFP BE REQUIRED to accept, at a minimum, source separated organics from Windsor and the County of Essex, and;
 - d. That if the facility is located at the Windsor Biosolids Processing Facility, biosolids from the City of Windsor's wastewater treatment facilities BE INCLUDED in the minimum feedstock, with the costs and revenues related to the processing of the biosolids portion of the feedstock being apportioned to the City of Windsor, and;
 - e. That industry standards BE EXCEEDED regarding odour control measures implemented at the facility and the end product, and;
- 2) That the EWSWA Board APPROVE a sole source for the next phase of consulting services related to the preparation of a Request for Qualifications, followed by an RFP to GHD for additional fees at an upset limit of \$50,000, and that the EWSWA Board approve the terms of reference prior to the publishing of the RFQ and the RFP, and;
 - 3) That the Council of the County of Essex be requested to initiate and lead organics collection and processing on a regional basis, and;
 - 4) That the Food and Organics Waste Oversight Committee BE DIRECTED to report back to the EWSWA Board with a recommended Procurement Plan outlining project delivery model selection, timing and next steps, and;
 - 5) That the Food and Organics Waste Oversight Committee BE DIRECTED to investigate planning and environmental approval requirements for the municipally owned sites adjacent to the regional landfill in the County of Essex and the Windsor Biosolids Processing Facility in the City of Windsor and report findings back to the Board, and;
 - 6) That, prior to any contract award, the General Manager of EWSWA BE DIRECTED to report back to the EWSWA Board with a Regional Food and Organics Waste Management Plan, such plan to include the proposed funding model including sharing of expenses, revenues and environmental credits and responsibilities of all parties related to the facility, including biosolids processing if the Windsor Biosolids Processing Facility is the selected location, and the food and organic waste collection system.

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CARRIED

Following a discussion regarding recommendation #2 and the time and effort required to prepare the Request for Qualifications, it was decided that the preparation of the RFQ should proceed as soon as possible. The following resolution was adopted:

Moved by Jim Morrison
Seconded by Gary Kaschak

That the EWSWA Board APPROVE a sole source for the next phase of consulting services related to the preparation of a Request for Qualifications, followed by an RFP to GHD for additional fees at an upset limit of \$50,000, and that the EWSWA Board approve the terms of reference prior to the publishing of the RFQ and the RFP.

CARRIED

Acknowledging the need to have the local municipalities informed on the requirements of the Ontario Food and Organics Waste Policy Statement and discussions regarding a Regional Food and Organics Waste Management Program, the following resolution was adopted:

Moved by Kieran McKenzie
Seconded by Jim Morrison

Authority Administration be directed to schedule a presentation at each of the seven (7) County municipalities and the City of Windsor as soon as possible outlining the requirements of the Ontario Food and Organics Waste Policy Statement and the decision points that will be required by each municipality surrounding a Regional Organics Waste Management Program.

CARRIED

Additional Information to be Considered

In addition to the above information provided, the following factors are presented:

- The population and population density figures that have identified the level of participation for each municipality are based on the 2016 census, consideration should be given for growth in each municipality.

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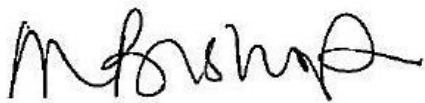
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- Ontario's Environment Plan includes the development of a proposal to ban food waste from landfill.
- Regional landfill expenditures are predominantly fixed, any diversion activities that result in the redirection of waste from the landfill will not generate a savings for the municipalities.
- The diversion of waste from the landfill may increase the tipping fees for municipalities that do not participate in organics diversion.
- A regional solution from the onset would ensure consistent public education for all residents.
- The success of an organics program can be influenced by the structure of traditional garbage collection programs (restrictions on garbage will encourage organics diversion). Consideration should be given to current waste collection contract expiration dates.
- Terms of the project and resulting recommendations combine two sets of requirements: organics legislation and energy plan targets.

Recommendation

- a) **THAT** the Essex County Council consider a Regional approach to the Food and Organics Waste Management Project as it relates to participation from municipalities and report its decision back to the Essex-Windsor Solid Waste Authority no later than December 31, 2021.

Respectfully Submitted



Michelle Bishop, CGA, CPA
General Manager

Attachment: Appendix A

Appendix A

MEMO

Date: September 29, 2021

To: EWSWA Board Members

From: Regional Food and Organics Oversight Committee

Meeting Date: October 5, 2021

Subject: Regional Food and Organics and Biosolids Waste Management Project - Revised Recommendations

1. Purpose

The purpose of this report is to provide the Essex Windsor Solid Waste Authority ("EWSWA") Board with a revised set of recommendations from the Regional Food and Organics Oversight Committee ("Oversight Committee") related to project direction and participation from municipalities.

It is intended that the EWSWA Board provide direction based on these recommendations during the October 5, 2021 board meeting.

2. Background

At the June 1, 2021 EWSWA Board meeting, the Oversight Committee presented a set of proposed recommendations to proceed with the next stages of this project. At the June 1, 2021 EWSWA Board meeting, the Board received the recommendations and passed a motion for EWSWA Administration to retain a third-party independent consultant to conduct a peer review of the evaluation process as detailed in the GHD Limited ("GHD") report. After a competitive bidding process, EWSWA retained the services of Tetra Tech Canada Inc. ("Tetra Tech") to conduct the peer review.

3. Discussion

A summary of the findings identified by Tetra Tech are provided in Section 5.0 of the report entitled *“Essex-Windsor Solid Waste Authority Peer Review of Organics and Biosolids Waste Management & Processing Consulting Report and Analysis of the Impact Organic Diversion from the Regional Landfill”*, Tetra Tech Canada Inc., September 24, 2021 (“Peer Review Report”) and summarized below:

- The GHD Reports are substantially sound and offer comparative impacts of the various options. Concern was noted in regards to the capital costs presented by GHD, which may be underestimated.
- Given the compliance deadline of 2025 that applies to Windsor, Tecumseh, Amherstburg, LaSalle and Leamington, and the likelihood of an organics ban at all landfills which would then capture Kingsville, Essex and Lakeshore, Tetra Tech recommends that all 8 communities be part of a regional solution
- The Ministry of the Environment, Conservation and Parks (“MECP”) will assess innovative technologies for compliance with the Food and Organic Waste Ontario Provincial Policy Statement (“OPPS”). Proponents of innovative technologies must demonstrate compliance with the OPPS, and should be allowed to submit a proposal in response to a Request for Proposal (“RFP”).
- Anaerobic digestion appears to be the best fit for both organics processing and greenhouse gas reduction targets
- Tetra Tech recommends an RFP be prepared that requires proponents to meet the following key critical end points:
 - That the proponents have the skills, experience and technology that works
 - That any proposal meets all regulatory and policy requirements for EWSWA (including energy policies)
 - That a cost proposal (whether upfront capital or all-inclusive tipping fees) be evaluated on a Net Present Value (“NPV”) basis.

4. Revised Recommendations

Based upon the conclusions of the Peer Review Report, the following revised recommendations are proposed for the Board’s consideration:

1. That the Food and Organic Waste Management Oversight Committee **BE DIRECTED** to proceed with a Procurement Plan for an organic waste management facility that meets the following minimum criteria:
 - a. That, should a new facility be constructed, the facility **BE LOCATED**:
 - on lands adjacent to the Regional Landfill, or
 - on lands adjacent to the Windsor Biosolids Processing Facility, or
 - at a site supplied by a proponent through the procurement submissions, and;
 - b. That, consistent with the intent of the City of Windsor Community and Corporate Energy Plans and the Essex County Regional Energy Plan, that the RFP **BE REQUIRED** to utilize a technology that produces renewable energy with concurrent recovery of nutrients, in addition to helping municipalities move towards their greenhouse gas reduction goals and to meet or exceed waste diversion targets set out in the OPPS, and;
 - c. That the RFP **BE REQUIRED** to accept, at a minimum, source separated organics from Windsor and any other of the municipalities choosing to participate at the onset (to be confirmed by December 31st, 2021), and allows for expansion to accommodate source separated organics from municipalities that do not participate at the onset through a curbside collection program, and;
 - d. That if the facility is located at the Windsor Biosolids Processing Facility, biosolids from the City of Windsor's wastewater treatment facilities **BE INCLUDED** in the minimum feedstock, with the costs and revenues related to the processing of the biosolids portion of the feedstock being apportioned to the City of Windsor, and;
 - e. That industry standards **BE EXCEEDED** regarding odour control measures implemented at the facility and the end product, and;

2. That the EWSWA Board **APPROVE** a sole source for the next phase of consulting services related to the preparation of a Request for Qualifications, followed by an RFP to GHD for additional fees at an upset limit of \$50,000, and;
3. That the 7 County municipalities, as applicable, **BE REQUESTED** to report back to the EWSWA Board by December 31, 2021 identifying if they will participate in the Regional Food and Organics Waste Management program at its onset and to what degree, based on the recommendations of the Food and Organic Waste Oversight Committee and endorsed by the EWSWA Board, and;
4. That the Food and Organics Waste Oversight Committee **BE DIRECTED** to report back to the EWSWA Board with a recommended Procurement Plan outlining project delivery model selection, timing and next steps, and;
5. That the Food and Organics Waste Oversight Committee **BE DIRECTED** to pursue planning and environmental approvals for the municipally owned sites adjacent to the regional landfill in the County of Essex and the Windsor Biosolids Processing Facility in the City of Windsor, and;
6. That, prior to any contract award, the General Manager of EWSWA **BE DIRECTED** to report back to the EWSWA Board with a Regional Food and Organics Waste Management Plan, such plan to include the proposed funding model including sharing of expenses, revenues and environmental credits and responsibilities of all parties related to the facility, including biosolids processing if the Windsor Biosolids Processing Facility is the selected location, and the food and organic waste collection system.

Subject RE: New Community Flag Request Response Completed for 3rd Essex Scouting, Marcia Mallia

From: noreply@esolutionsgroup.ca <noreply@esolutionsgroup.ca>

Sent: Thursday, November 18, 2021 10:08 AM

To: Sweet, Doug <dsweet@essex.ca>

Subject: New Community Flag Request Response Completed for 3rd Essex Scouting, Marcia Mallia

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

Please note the following response to ##COMMUNITY GROUP NAME## has been submitted at Thursday November 18th 2021 10:07 AM with reference number 2021-11-18-055.

- **Community Group Name?**
3rd Essex Scouting
- **Authorized Agent Full Name?**
Marcia Mallia
- **Authorized Agent Title/Position within Community Group?**
Group Administrator
- **Contact Phone Number of Authorized Agent?**
5198187864
- **Contact Email of Authorized Agent?**
mmallia@ymail.com
- **Name of Community Group Event or Celebration?**
100 years of scouting in the town of Essex
- **Date of Community Group Event or Celebration?**
2/22/2022
- **Does your Community Group plan to have a public ceremony on the date requested above?**
No

From: Ducedre, Sherry [REDACTED] >
Sent: November 19, 2021 2:40 PM
To: Chiasson, Corinne <cchiasson@essex.ca>
Subject: Extension of Term

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Corinne:

In regards to the extension of my term with the Committee of Adjustment, please consider this confirmation of my interest.

I look forward to working with you and the other members of the board until the end of the Term in November 2022.

Sherry Ducedre

Secretary to the Executive Director of Operations
1266 McDougall Ave | Windsor, ON | N8X 3M7



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Committee of Adjustment Meeting Minutes

September 21st 2021, 4:30 PM

Location: Electronic Meeting

Accessible formats or communication supports are available upon request. Please contact the Planning Department at essexplanning@essex.ca or 519-776-7336 extension 1128

Present: Percy Dufour, Chair
Brain Gray, Co-Chair
Phil Pocock, Committee Member
Sherry Ducedre, Committee Member
Ray Beneteau, Committee Member

Also Present: Corinne Chiasson, Secretary Treasurer / Assistant Planner
Rita Jabbour, Manager Planning Services
Sarah Aubin, Recording Secretary / Planning Assistant
Connor Wilson, Planning Student

Regrets: None

Absent: None

1. Call to Order

The Chair called the meeting to order at 4:33 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 September 21 2021

COA21-09-79

Moved by Member Gray

Seconded by Member Pocock

That the published agenda for the September 21, 2021 Meeting be adopted with the amended item 8.1 under New Business be removed from the Agenda and discussed at the October 19th 2021 Member Training meeting.

4. Adoption of Minutes

4.1 Committee of Adjustment Meeting Minutes for August 17th 2021

COA21-09-80

Moved by Member Beneteau

Seconded by Member Gray

That the minutes of the Committee of Adjustment Meeting held August 17th 2021 be adopted as circulated.

5. Unfinished Business

6. Reports from Administration / Applications

6.1 Corinne Chiasson, Assistant Planner RE:

Application A-20- 21 Cody & Kelsey Smith (Agent: Gerard Levesque 58 Kingsway (Essex Centre, Ward 1)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 58 Kingsway in the Essex Centre. The applicants are proposing to construct a covered porch to the existing dwelling. As a result, the applicants are requesting a variance from the Residential 1.1 (R1.1) side lot line from the required 4ft side yard to 2.8 ft.

6.1.1. Public Presentations (if any)

Official Plan Designation: Residential

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

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 58 Kingsway in the Essex Centre. The applicants are asking to retain the recently constructed covered porch which was added to the existing dwelling. As a result, the applicants are requesting a variance from the Residential 1.1 (R1.1) zoning provision for an interior side lot line, reduction from the required 1.2 metre (4ft) to 0.6 metre (2 ft).

A porch is defined under Bylaw 1037 as an unheated structure, with a floor and a fixed roof directly above, primarily intended to provide sheltered access to a building.

A side yard is defined under Bylaw 1037 as any exterior or interior lot line other than the front or rear lot line. The proposed new porch addition would encroach into this required yard by 0.6 metres (2 ft).

The porch addition was constructed as a 10 foot by 23 foot addition to cover the existing deck area and provide shelter from the elements. The owners advised that they constructed the structure 2 feet from the side yard property line to cover the

existing deck, and to coordinate with the location of the dwelling's utility line. Due to the configuration of the back-split style dwelling, the side yard in this case, is utilized as part of their amenity area.

Proposal Conformity with Town of Essex Official Plan Policies

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

- a) The general intent of this Plan and the Zoning Bylaw are maintained: A single detached dwelling is a permitted main use for lands designated "Residential" and is also permitted under the R1.1 zoning district. A porch is permitted as an addition to a main dwelling use.
- b) The variance(s) is minor and desirable for the appropriate use of the land: The porch addition will support the existing main use dwelling. The porch addition will be located on the north side of the dwelling and will satisfy front and rear yard setbacks however will encroach 2 feet into the required 4 foot side yard. The addition will be an open walled structure on 3 sides and is intended to protect a play area for the owner's children and a seating area protected from the elements. The inclusion of this covered porch will still fall within the lot coverage provisions permitted for a R1.1 zoning district.
- c) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns: This porch addition is considered minor in size, with no anticipated impacts to the neighbouring properties. There will be no changes to the access to this property, therefore no adverse effects to traffic or parking patterns are anticipated;
- d) The variance deals with circumstances particular to the site and development: The owners wish to provide a roof over the existing deck, to shelter the side yard as an amenity area protected from the elements. The structure is for shade only, and not have enclosing walls. The proposal will still allow 2 feet of setback from the north lot line. Prior to the issuance of a building permit, the owners must ensure that all run off water be directed to within the property, and not adversely affect neighboring properties.

Public and Agency Comments

Upon circulation to internal departments, we did not receive any objections as of September 16th, 2021.

Comments were received from the Essex Region Conservation Authority; they had no objections.

Verbal comments were received from Kevin Carter, Manager, Building Services, who stated he had no objections, any water runoff from the roof is to be directed within the subject lot as part of the building permit.

As a result of the giving of public notice, we received two letters of support from adjacent neighbours located on the north side, and opposite of the street from the subject lands:

"August 28 2021, We Carl and Rose Smith at 54 Kingsway, have no objection and are in full support of the Minor Variance at 58 Kingsway. We are immediately beside the roof extension structure. We have agreed all water run-off will be directed through eaves, onto the property of 58 Kingsway Kelsey and Cody Smith. "

"As residents of 77 Kingsway, our property is located directly across the street from the above mentioned property in question. Please let it be noted that we do not have any issue with this covered porch and are in full support of this applicant by Cody and Kelsey Smith. Should you have any questions or concerns or if any other paperwork is required from us to show our support please do not hesitate to contact us. Yours Truly Jannis and Jason Roy, 77 Kingsway"

No other calls or written correspondence was received from members of the public as of September 16, 2021.

Actions: to be determined by the Committee

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

Member Beneteau stated that from the photos provided by administration it appears to be a wall started within the structure and is seeking clarification that the structure is not being enclosed in the future.

Cody Smith, Applicant, stated that the half wall structure was built to hold a television for an outdoor living space.

Member Ducedre questioned if the fire department was circulated and aware that the covered porch will be less than the required 4 ft side yard for fire retention.

Rita Jabbour, Manager Planning Services, stated that due to the structure being a covered porch the 4 ft side yard is not required and advised that fire was circulated with no objection.

COA21-09-81

Moved by Member Gray

Seconded by Member Pocock

That application A-20-21 be approved for the construction of a covered porch, the applicants are requesting a variance from the Residential 1.1 (R1.1) side lot line from the required 4ft side yard to 2.0 ft.

Carried

Reasons for Decision: The Application **is** in keeping with the general intent and purpose of the Town of Essex Zoning Bylaw and the prescribed criteria for Minor Variances under subsection 9.8 of the Town of Essex Official Plan:

- a) the general intent of this Plan and the Zoning By-law are maintained;
- b) the variance(s) is minor and desirable for the appropriate use of the land;
- c) the variance is compatible with the established character of the neighbourhood, traffic and parking patterns;
- d) the variance deals with circumstances particular to the site and development

6.2 Corinne Chiasson, Assistant Planner RE:

Application B-28- 21 Jason and Emily Stevenson 146 Gloucester Drive (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 146 Gloucester Drive in the former township of Colchester South. The applicants are proposing to sever a ± 929.03 square metre parcel from the existing ± 3890.31 square metre Residential 1.1 (R1.1) farm lot. The retained residential lot is proposed to have an area of ± 2961.28 square metres. The applicant is proposing this consent for lot creation.

6.2.1. Public Presentations (if any)

Official Plan Designation: "Lakeshore Residential"

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

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 146 Gloucester Drive in the former township of Colchester South. The applicants are proposing to sever a $+ 929.03$ square metre (10,000 sq ft) parcel from the existing $+ 3890.31$ square metre (41,874.94 sq ft) Residential 1.1 (R1.1) lot. The retained residential lot is proposed to have an area of $+ 2961.28$ square metres (31,874.95 sq ft). The applicant is proposing this consent for lot creation.

The Residential 1.1 (R1.1) zone permits single family dwellings as a main use. The proposed severed lot would have a frontage of 80 feet and a depth of 125 feet, for a

total of 10,000 square feet in lot area. The proposed lot would therefore satisfy the minimum lot area required for an R1.1 Zone which is 5000 square feet and the minimum lot width provision of 50 feet. The proposed severed lot currently contains a tennis court, which is a permitted use when accessory to a dwelling. As this severance will separate the tennis court from the main dwelling, and is not permitted as a stand-alone use, the court will need to be removed as a condition of Consent approval.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) The proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the land severance policies of the PPS.
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The Town of Essex Official Plan encourages infilling within the existing areas designated "Lakeshore Residential" where there are municipal services available. This designation supports new single family residential lots that are characteristic of the surrounding older established development patterns and have available sanitary sewer design capacity. There are no conflicts to the Official Plan policies.
- c) The continuation of an orderly development pattern: The creation of this lot will be comparable in width and depth to adjacent lots fronting Gloucester Drive. The proposed lot area will provide a modest sized building envelope that will be able to satisfy the required setbacks and amenity areas. The resulting retained lot will still satisfy all requirements for required yards and zoning provisions.
- d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction: The proposed lot will have access to municipal water, and storm sewers, and there is capacity available in the sanitary sewers for this development.

Agency and Public Comments

No further phone calls or written correspondence have been received from members of the public as of September 16, 2021.

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

No further comments were received from circulated internal agencies as of September 16, 2021.

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, one hard copy 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 and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;
- f) That the owners provide evidence to the Town of Essex that the tennis court facility has been removed.
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

COA21-09-82

Moved by Member Ducendre

Seconded by Member Beneteau

That application B-28-21 be approved to sever a \pm 929.03 square metre parcel from the existing \pm 3890.31 square metre Residential 1.1 (R1.1) lot for the purpose of lot creation.

Reasons for Decision: The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

Carried

Actions:

- a) That at the time the conveyance is prepared for certification, one hard copy 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 and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;
- f) That the owners provide evidence to the Town of Essex that the tennis court facility has been removed.
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

6.3 Corinne Chiasson, Assistant Planner RE:

Application B-29- 21 HVM Holdings Inc. (Agent: Sabastian Somorse) Vacant Land on County Road 8 (Essex Centre, Ward 1)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at Vacant Land on County Road 8 in Essex Centre. The applicants are proposing to sever a ± 0.932 Acre parcel from the existing ± 6.41 Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is proposed to have an area of ± 5.478 Acres. The applicant is proposing this consent for lot creation.

6.3.1. Public Presentations (if any)

Official Plan Designation: "Highway Commercial"

Zoning Category: "Commercial District (C3.3)" – Highway Corridor Commercial Area

Two consent applications have been received by the Town of Essex Committee of Adjustment for the vacant lands located on County Road 8 in Essex Centre. The applicants are proposing to sever the first parcel, a $+ 0.932$ Acre parcel from the existing $+ 6.41$ Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is

proposed to have an area of + 5.478 Acres. The applicant is proposing these consents for lot creation.

The applicant is also proposing to sever a second + 0.931 acre parcel from the existing + 6.41 Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is proposed to have an area of + 5.479 Acres. The applicant is proposing this consent for lot creation

The Commercial District 3.3 (C3.3) zone permits several main uses conducive to services near a highway, such as drive thru restaurants, and auto services. The proposed severed lots would have frontage on Maidstone Avenue, however access would be required through the extension of the private roadway and easement between the severed and retained parcels. An easement currently exists over Parts 25 & 30 on 12R-21870 and Part 2 on 12R-22867 benefiting the Tim Hortons and McDonalds properties. An access and service easement will be required for these proposed new properties (Parcel A & B) over the private drive, in accordance with the existing easement registered on title. Services include municipal water, sanitary sewer and storm sewer connections. As access near provincial highways is regulated by the Ministry of Transportation, extension of the service roadway will be a requirement of any future development proposal. All future development on the severed or retained lots would also be subject to the Site Plan Control review process.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) The proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the policies of the PPS. The PPS does promote mixed uses in urban settlement areas. The PPS promotes attractive walkable neighbourhoods, accessibility, and connectivity to community amenities.
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The Town of Essex Official Plan encourages development in the Highway Commercial designation that meets the retail needs of the commuting public. This development will incorporate parking facilities, combined entrances, landscaping and create a visually attractive commercial area compatible with the future residential area. The commercial area acts as a transition zone from the industrial lands along South Talbot and Highway 3, and the future residential areas to be located to the southeast.
- c) The continuation of an orderly development pattern: The creation of these lots are very comparable to the adjacent lot sizes of the McDonalds and Tim Hortons restaurants. These severances will provide opportunities to expand services to commuters and are considered compliant with the existing orderly development

pattern of this commercial area. These lots will also be easily accessed from the shared pedestrian and cycling multi use trail system that is being completed along South Talbot Road.

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: Any future development on the proposed severed parcels, will require the establishment of legal easements over the private drive for access and extension of municipal services from South Talbot Road which are readily available. Future development will be subject to the Site Plan Control review process.

Agency and Public Comments

No phone calls or written correspondence have been received from members of the public as of September 16, 2021. Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the severances, but noted the property is subject to regulations, whereas a permit may be needed for any works within the vicinity of regulated 14th Concession E Drain Branch.

Comments were received from Kevin Girard, Director, Infrastructure Services, stating that access and services rights need to be assured through an easement agreement.

No further comments were received from circulated internal agencies as of September 16, 2021.

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, one hard copy 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 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 an easement agreement for access and services be established over the private drive for the 2 severed parcels identified as A & B.
- f) Payment by the applicant of a park fee in the amount of two percent of the appraised value of the severed lot;
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

Member Beneteau questioned who owned the private access to the proposed severed parcels.

Rita Jabbour, Manager of Planning, advised that the owners of the private road is Tim Hortons, McDonalds and the applicant and that the town does not own the road or have an interest in assuming the road in the future.

Member Pocock stated that the private road is narrow and difficult to maneuver at this time and has concerns with traffic should the parcels be severed for development.

Rita advised that the private road must adhere to the towns requirements for width which are in the Zoning By-law private road requirement which is 16.5 feet per lane. Therefor 33 feet total in width is what is required.

COA21-09-83

Moved by Member Beneteau

Seconded by Member Gray

That application B-29-21 be approved to severe a \pm 0.932 Acre parcel from the existing \pm 6.41 Acres Commercial 3.3 (C3.3) lot for the purpose of lot creation.

Reasons for Decision: The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

Carried

Actions:

- a) That at the time the conveyance is prepared for certification, one hard copy 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 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 an easement agreement for access and services be established over the private drive for the 2 severed parcels identified as A & B.
- f) Payment by the applicant of a park fee in the amount of two percent of the appraised value of the severed lot;
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

6.4 Corinne Chiasson, Assistant Planner RE:

Application B-30- 21 HVM Holdings Inc. (Agent: Sabastian Somorse) Vacant Land on County Road 8 (Essex Centre, Ward 1)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at Vacant Land on County Road 8 in Essex Centre. The applicants are proposing to sever a ± 0.931 Acre parcel from the existing ± 6.41 Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is proposed to have an area of ± 5.479 Acres. The applicant is proposing this consent for lot creation

6.4.1. Public Presentations (if any)

Official Plan Designation: "Highway Commercial"

Zoning Category: "Commercial District (C3.3)" – Highway Corridor Commercial Area

Two consent applications have been received by the Town of Essex Committee of Adjustment for the vacant lands located on County Road 8 in Essex Centre. The applicants are proposing to sever the first parcel, a $+ 0.932$ Acre parcel from the existing $+ 6.41$ Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is proposed to have an area of $+ 5.478$ Acres. The applicant is proposing these consents for lot creation.

The applicant is also proposing to sever a second + 0.931 acre parcel from the existing + 6.41 Acres Commercial 3.3 (C3.3) lot. The retained commercial lot is proposed to have an area of + 5.479 Acres. The applicant is proposing this consent for lot creation

The Commercial District 3.3 (C3.3) zone permits several main uses conducive to services near a highway, such as drive thru restaurants, and auto services. The proposed severed lots would have frontage on Maidstone Avenue, however access would be required through the extension of the private roadway and easement between the severed and retained parcels. An easement currently exists over Parts 25 & 30 on 12R-21870 and Part 2 on 12R-22867 benefiting the Tim Hortons and McDonalds properties. An access and service easement will be required for these proposed new properties (Parcel A & B) over the private drive in accordance with the existing easement registered on title. Services include municipal water, sanitary sewer and storm sewer connections. As access near provincial highways is regulated by the Ministry of Transportation, extension of the service roadway will be a requirement of any future development proposal. All future development on the severed or retained lots would also be subject to the Site Plan Control review process.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) The proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the policies of the PPS. The PPS does promote mixed uses in urban settlement areas. The PPS promotes attractive walkable neighbourhoods, accessibility, and connectivity to community amenities.
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The Town of Essex Official Plan encourages development in the Highway Commercial designation that meets the retail needs of the commuting public. This development will incorporate parking facilities, combined entrances, landscaping and create a visually attractive commercial area compatible with the future residential area. The commercial area acts as a transition zone from the industrial lands along South Talbot and Highway 3, and the future residential areas to be located to the southeast.
- c) The continuation of an orderly development pattern: The creation of these lots are very comparable to the adjacent lot sizes of the McDonalds and Tim Hortons restaurants. These severances will provide opportunities to expand services to commuters and are considered compliant with the existing orderly development pattern of this commercial area. These lots will also be easily accessed from the shared pedestrian and cycling multi use trail system that is being completed along South Talbot Road.

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: Any future development on the proposed severed parcels, will require the establishment of legal easements over the private drive for access and extension of municipal services from South Talbot Road which are readily available. Future development will be subject to the Site Plan Control review process.

Agency and Public Comments

No phone calls or written correspondence have been received from members of the public as of September 16, 2021. Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections to the severances, but noted the property is subject to regulations, whereas a permit may be needed for any works within the vicinity of regulated 14th Concession E Drain Branch.

Comments were received from Kevin Girard, Director, Infrastructure Services, stating that access and services rights need to be assured through an easement agreement.

No further comments were received from circulated internal agencies as of September 16, 2021.

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, one hard copy 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 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 an easement agreement for access and services be established over the private drive for the 2 severed parcels identified as A & B.

- f) Payment by the applicant of a park fee in the amount of two percent of the appraised value of the severed lot;
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

COA21-09-84

Moved by Member Gray

Seconded by Member Pocock

That application B-30-21 be approved to severe a \pm 0.931 Acre parcel from the existing \pm 6.41 Acres Commercial 3.3 (C3.3) lot for the purpose of lot creation.

Reasons for Decision: The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

Carried

Actions:

- a) That at the time the conveyance is prepared for certification, one hard copy 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 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 an easement agreement for access and services be established over the private drive for the 2 severed parcels identified as A & B.
- f) Payment by the applicant of a park fee in the amount of two percent of the appraised value of the severed lot;
- g) That all of the above conditions be fulfilled on or before September 21, 2022.

6.5 Corinne Chiasson, Assistant Planner RE:

Application B-31- 21 Joseph Gorski, Bernard Gorski, James & Linda Fraser (Agent: Jerry Goldberg) Vacant Land on County Road 13, 108 County Road 50 East, 116 County Road 50 East (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at: Vacant Land on County Road 13, 108 and 116 County Road 50 East in the former Township of Colchester South. The applicants are proposing a 519 metre easement of the private sewer line that runs North East to South West over the above noted properties

6.5.1. Public Presentations (if any)

Official Plan Designation: "Agricultural"

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

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at: Vacant Land on County Road 13, 108 and 122 County Road 50 East in the former Township of Colchester South. The applicants are proposing a 519 metre easement of the private sewer line that runs northeast to southwest over the above noted properties. The sewer easement will favour the property address identified as 130 County Road 50 East, known as North 42 Winery.

A private sanitary sewer line was installed across the above noted properties. The owners of the above noted lands wish to create an easement to identify North 42 Winery as legally benefitting to the agreement. This private line connects to the municipal sewer line that ends at County Road 13 in the hamlet of Colchester. Currently there are no municipal sanitary sewers that extend along the County Road 50 East. This easement allows the winery's sanitary sewers to be linked directed to the municipal sanitary service, and the agreement will describe rights to the land, should maintenance be required to the sewer line. The applicants listed are in full agreement with establishing the easement.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) the proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the policies of the PPS because the purpose of this application is simply to allow right of benefit to an existing private service tying into the municipal line.

b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The servicing requirement policies in the Official Plan state that full municipal sanitary sewage services are the preferred form of servicing. Upon preconsultation with the Town's Infrastructure Services, sewer reserve was already confirmed available when the Winery property was hooked up to the service.

c) The continuation of an orderly development pattern: The creation of this easement will not change the development pattern of the existing lots, or affect traffic patterns on County Road 50.

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 purpose of this application is to provide a connection to municipal services. Approval from Environmental Services will be required prior to hook up. No other changes are proposed to the existing services for the subject properties.

Agency and Public Comments

As a result of the giving of public notice, we did not receive any comments from the public as of September 16, 2021.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections but identified if works are undertaken within the vicinity of the regulated Tom Wright Drain, an approval will be necessary.

No comments were received from circulated internal departments as of September 16, 2021.

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, one hard copy 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 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 an easement benefitting the property identified as 130 County Road 50 E, be registered on title, and acceptable to the Town of Essex, over the properties identified as (375464000013150), and 122 County Road 50 E (375464000013100)

f) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

Member Beneteau asked if the easement is 21 year or 99 year.

Corinne Chiasson, advised that the easement would be in perpetuity of the subject properties.

Member Gray stated that there is three parties that the easement pertains to within the application, the third party member Mr. Fraser did not sign the authorization form or one was not provided to the Town and members.

He continued to state that there is also discrepancies within the application and the subject properties. He advised that the application stated the subject property is 108 County Road 59 East, and 122 County Road 59 E, and advised that at the road of the subject properties the address read 126 County Road 50 East, 118 County Road 50 East and stated that the public notices state 116 County Road 50 East and 108 County Road 50 East.

He further stated that clarification for appropriate addresses is required, as well as if the Fraser property has two dwellings on the property and if they are in fact separate, as there appears to be two 911 addresses at the road.

Corinne Chiasson stated that with regards to the Fraser authorization form, it could be provided to administration as a condition of approval should the committee wish to add it to the Schedule A.

COA21-09-85

Moved by Member Beneteau

Seconded by Member Pocock

That application B-31-21 be **approved** a 519 metre easement of the private sewer line that runs North East to South West over the above noted properties and that a condition be added to Schedule A to obtain the Fraser's authorization form.

Reasons for Decision: The Application is in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents.

Defeated

6.6 Corinne Chiasson, Assistant Planner RE:

Application B-32- 21 Kenneth Illingworth (Agent: Karl G Melinz) 2544 County Road 20 East (Colchester South, Ward 3)

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 2544 County Road 20 East in the former Township of Colchester South. The applicants are proposing to sever a ± 1.62 Hectare parcel from the existing ± 18.079 Hectare property which contains three zoning categories; Residential 1.1 (R1.1), Agricultural 1.1 (A1.1) and Manufacturing 2.1 (M2.1). The applicant is proposing this consent for the purpose of lot creation. The proposed severed lot contains one existing dwelling, several outbuildings, and a driveway access. The retained lot will result in a total area of ± 16.45 Hectares.

6.6.1. Public Presentations (if any)

Official Plan Designation: "Residential" and located within the Settlement Area of Harrow

Zoning Category: "Agricultural (A1.2)" – Limited agriculture and farm production support activities

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 2544 County Road 20 East in the former Township of Colchester South. The applicants are proposing to sever a + 1.62 Hectare parcel from the existing + 18.079 Hectare property which contains three zoning categories; Residential 1.1 (R1.1), Agricultural 1.1 (A1.1 & A1.2) and Manufacturing 2.1 (M2.1). The applicant is proposing this consent for the purpose of lot creation. The proposed severed lot contains one existing dwelling, several outbuildings, and a driveway access. The retained lot will result in a total area of + 16.45 Hectares.

The "Residential" designation in the Official Plan identifies lands that are currently developed for residential, or are intended for appropriate future residential development. Portions of the subject lands (south of the Chrysler Canada Greenway) are designated for future residential development and lie within the settlement area of Harrow. However, currently these lands described as the "retained" are vacant, and being utilized for agricultural crop production. The proposed "severed" lot contains an existing residence and several outbuildings. The owner wishes to sell the vacant

farmland (retained), and continue to utilize the residence and outbuildings (severed) for his personal use.

The Agricultural Zoning 1.2 (A1.2) is a district that recognizes agricultural uses near urban core areas, and acts as a transition zone between urban and rural areas. As the portion of the property south of the Chrysler Canada Greenway is located within the Harrow settlement area, and is designated in the Official Plan for future residential development, this application is being brought forward as the creation of a new lot.

The proposed severed parcel will be 60.96 metres (200 feet) in width, and the total area calculated for the existing structures is well under the prescribed 25% maximum lot coverage zoning provision. There are no conflicts regarding the required yards (front, rear, or side) setbacks. The resulting proposed severed parcel will be 1.62 ha, which requires a minor variance to recognize an undersized lot within the A1.2 Zoning Category of the Zoning By-law. As the proposed severed parcel is located within the urban settlement area of Harrow, and designated residential in the Official Plan, this variance is considered minor, and the size of the lot is comparable to adjacent neighbouring residential lot sizes.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) The proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the policies of the PPS. The PPS does promote mixed density in urban areas. Higher density is promoted in core areas, and creates attractive walkable neighbourhoods, accessibility, and connectivity to community amenities. This property is located within the settlement area of Harrow, on King Street which is the Main Street. This area has been identified for future development of the urban area.
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The Town of Essex Official Plan encourages infilling within the existing areas designated "Residential" and within the primary settlement areas.
- c) The continuation of an orderly development pattern: The creation of this lot will sever an existing dwelling and outbuildings from vacant land that is intended for future residential development. The size of the severed parcel is comparable with residential lot sizes found near the extent of the settlement area boundary area. Access to the severed lot is from King Street, through a 9.14 m (30 ft) wide existing driveway corridor that is included with this severance.

d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction: The proposed retained and severed parcels have access to municipal water, storm and sanitary sewers along King Street. The existing dwelling utilizes a private septic system.

Requirement for Minor Variance A-21-21

The minimum lot area for lots within Agricultural District 1.2 (A1.2) is 4 hectares (10 acres) or as existing. As a result of the proposed severance, the lot area for the retained parcel will decrease in size from 18.079 hectares to 16.45 hectares. Therefore the proposed severed parcel being 1.62 hectares requires relief of 2.38 ha to be recognized under the Zoning By-law provision.

Proposal Conformity with Provincial and Town of Essex Policies

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

- a) The general intent of this Plan and the Zoning Bylaw are maintained: The Town of Essex Official Plan (OP) permits the creation of new lots within the settlement area, and within the areas designated “residential” which is in accordance with the provisions of the Provincial Policy Statement (PPS). In accordance with the Town Official Plan, the proposed new lot is of a size sufficient to accommodate septic services acceptable to the Town. This application and severance are preparing the lands for future residential development.
- b) The variance(s) is minor and desirable for the appropriate use of the land: Lots in the A1.2 zoning district vary greatly in lot area. No new development is proposed on the severed, and all existing structures will meet the zoning provisions for lot coverage and setbacks;
- c) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns: The dwelling and accompanying infrastructure are existing, no impacts are anticipated to neighbouring properties.
- d) The variance deals with circumstances particular to the site and development: The variance is necessary in order to accommodate the proposed new lot creation.

Agency and Public Comments

No further phone calls or written correspondence have been received from members of the public as of September 16, 2021.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections, but noted if any future works are undertaken with the vicinity of

the Philip Ferris Drain, a permit approval may be necessary. They also noted that any future works located near the ERCA owned Chrysler Canada Greenway, contact should be made to the Director of Conservation Services.

Comments were received from the County of Essex, stating this property is under Town of Essex jurisdiction.

No further comments were received from circulated internal agencies as of September 16, 2021.

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, one hard copy 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 and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;

c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;

d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;

e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;

f) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

COA21-09-86

Moved by Member Gray

Seconded by Member Pocock

That application B-32-21 be approved to sever a ± 1.62 Hectare parcel from the existing ± 18.079 Hectare property which contains three zoning categories; Residential 1.1 (R1.1), Agricultural 1.1 (A1.1) and Manufacturing 2.1 (M2.1). The applicant is proposing this consent for the purpose of lot creation

Reasons for Decision: The Application **is** in keeping with subsection 6.4 of the Town of Essex Official Plan respecting consents and subsection 6.5 Consents in Areas Designated "Agricultural".

Carried

Actions:

- a) That at the time the conveyance is prepared for certification, one hard copy 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 and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;
- c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;
- d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;
- e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;
- f) That all of the above conditions be fulfilled on or before September 21, 2022.

6.7 Corinne Chiasson, Assistant Planner RE:

Application A-21- 21 Kenneth Illingworth (Agent: Karl G. Melinz) 2544 County Road 20 E (Essex Centre, Ward 1)

An application for minor variance has been received by the Town of Essex Committee of Adjustment for the lands located at 2544 County Road 20 in Harrow. As a result of a severance of a new lot, the applicant is requesting relief from the minimum lot area

provision of 4 ha (10 acres) or as existing, in the A1.2 Zone. The resulting severed parcel would be 1.62 ha in area, therefore relief requested is 2.38 ha.

6.7.1. Public Presentations (if any)

Official Plan Designation: “Residential” and located within the Settlement Area of Harrow

Zoning Category: “Agricultural (A1.2)” – Limited agriculture and farm production support activities

A consent application has been received by the Town of Essex Committee of Adjustment for the lands located at 2544 County Road 20 East in the former Township of Colchester South. The applicants are proposing to sever a + 1.62 Hectare parcel from the existing + 18.079 Hectare property which contains three zoning categories; Residential 1.1 (R1.1), Agricultural 1.1 (A1.1 & A1.2) and Manufacturing 2.1 (M2.1). The applicant is proposing this consent for the purpose of lot creation. The proposed severed lot contains one existing dwelling, several outbuildings, and a driveway access. The retained lot will result in a total area of + 16.45 Hectares.

The “Residential” designation in the Official Plan identifies lands that are currently developed for residential, or are intended for appropriate future residential development. Portions of the subject lands (south of the Chrysler Canada Greenway) are designated for future residential development and lie within the settlement area of Harrow. However, currently these lands described as the “retained” are vacant, and being utilized for agricultural crop production. The proposed “severed” lot contains an existing residence and several outbuildings. The owner wishes to sell the vacant farmland (retained), and continue to utilize the residence and outbuildings (severed) for his personal use.

The Agricultural Zoning 1.2 (A1.2) is a district that recognizes agricultural uses near urban core areas, and acts as a transition zone between urban and rural areas. As the portion of the property south of the Chrysler Canada Greenway is located within the Harrow settlement area, and is designated in the Official Plan for future residential development, this application is being brought forward as the creation of a new lot.

The proposed severed parcel will be 60.96 metres (200 feet) in width, and the total area calculated for the existing structures is well under the prescribed 25% maximum lot coverage zoning provision. There are no conflicts regarding the required yards (front, rear, or side) setbacks. The resulting proposed severed parcel will be 1.62 ha, which requires a minor variance to recognize an undersized lot within the A1.2 Zoning Category of the Zoning By-law. As the proposed severed parcel is located within the urban settlement area of Harrow, and designated residential in the Official Plan, this

variance is considered minor, and the size of the lot is comparable to adjacent neighbouring residential lot sizes.

Proposal Conformity with Town of Essex Official Plan Policies

In accordance with section 6.4 of the Official Plan, in considering an application for consent, the Committee of Adjustment should also have regard to:

- a) The proposal's consistency with Provincial legislation, policies and guidelines: This proposal does not conflict with the policies of the PPS. The PPS does promote mixed density in urban areas. Higher density is promoted in core areas, and creates attractive walkable neighbourhoods, accessibility, and connectivity to community amenities. This property is located within the settlement area of Harrow, on King Street which is the Main Street. This area has been identified for future development of the urban area.
- b) The requirements and policies of the Official Plan for the Town of Essex and the comments of other public authorities and agencies: The Town of Essex Official Plan encourages infilling within the existing areas designated "Residential" and within the primary settlement areas.
- c) The continuation of an orderly development pattern: The creation of this lot will sever an existing dwelling and outbuildings from vacant land that is intended for future residential development. The size of the severed parcel is comparable with residential lot sizes found near the extent of the settlement area boundary area. Access to the severed lot is from King Street, through a 9.14 m (30 ft) wide existing driveway corridor that is included with this severance.
- d) The adequate provision of potable water supply, sanitary sewage treatment and disposal and stormwater management in accordance with the Official Plan and to the satisfaction of the Town and the statutory approval authority having jurisdiction: The proposed retained and severed parcels have access to municipal water, storm and sanitary sewers along King Street. The existing dwelling utilizes a private septic system.

Requirement for Minor Variance A-21-21

The minimum lot area for lots within Agricultural District 1.2 (A1.2) is 4 hectares (10 acres) or as existing. As a result of the proposed severance, the lot area for the retained parcel will decrease in size from 18.079 hectares to 16.45 hectares. Therefore the proposed severed parcel being 1.62 hectares requires relief of 2.38 ha to be recognized under the Zoning By-law provision.

Proposal Conformity with Provincial and Town of Essex Policies

As per section 9.8 of the Town of Essex Official Plan, when reviewing applications for minor variance to the Zoning Bylaw, the Committee of Adjustment should be satisfied that:

- e) The general intent of this Plan and the Zoning Bylaw are maintained: The Town of Essex Official Plan (OP) permits the creation of new lots within the settlement area, and within the areas designated “residential” which is in accordance with the provisions of the Provincial Policy Statement (PPS). In accordance with the Town Official Plan, the proposed new lot is of a size sufficient to accommodate septic services acceptable to the Town. This application and severance are preparing the lands for future residential development.
- f) The variance(s) is minor and desirable for the appropriate use of the land: Lots in the A1.2 zoning district vary greatly in lot area. No new development is proposed on the severed, and all existing structures will meet the zoning provisions for lot coverage and setbacks;
- g) The variance is compatible with the established character of the neighbourhood, traffic and parking patterns: The dwelling and accompanying infrastructure are existing, no impacts are anticipated to neighbouring properties.
- h) The variance deals with circumstances particular to the site and development: The variance is necessary in order to accommodate the proposed new lot creation.

Agency and Public Comments

No further phone calls or written correspondence have been received from members of the public as of September 16, 2021.

Comments were received from the Essex Region Conservation Authority (ERCA). They had no objections, but noted if any future works are undertaken with the vicinity of the Philip Ferris Drain, a permit approval may be necessary. They also noted that any future works located near the ERCA owned Chrysler Canada Greenway, contact should be made to the Director of Conservation Services.

Comments were received from the County of Essex, stating this property is under Town of Essex jurisdiction.

No further comments were received from circulated internal agencies as of September 16, 2021.

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, one hard copy 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 and suitable for registration. All copies shall have original signatures and one copy will remain as a record with the Town;

c) That at the time the conveyance is presented for certification, a tax certificate from the Treasurer of the Town or evidence showing all taxes for the current year have been paid in full to the date of consent approval, as well as any and all arrears owing on the total parcel, shall be submitted to the Town;

d) That an apportionment of assessment pursuant to Section 65 of The Drainage Act, R.S.O. 1990, and amendments thereto, be provided to the satisfaction of the Drainage Superintendent for the Town of Essex, if deemed necessary by the Town;

e) That the applicant pay the applicable parkland dedication fee in the amount of \$1250.00 in accordance with Town of Essex Policy No. 899-11-324 to be charged against the lot created by consent and that the payment be made prior to the stamping of the deeds and/or issuance of the certificate;

f) That all of the above conditions be fulfilled on or before September 21, 2022.

Discussion:

Corinne Chiasson, Secretary Treasurer explains the application

COA21-09-87

Moved by Member Beneteau

Seconded by Member Pocock

That application A-21-21 be approved / denied relief from the minimum lot area provision of 4 ha (10 acres) or as existing, in the A1.2 Zone. The resulting severed parcel would be 1.62 ha in area, therefore relief requested is 2.38 ha

Carried

Reasons for Decision: The Application **is** in keeping with the general intent and purpose of the Town of Essex Zoning Bylaw and the prescribed criteria for Minor Variances under subsection 9.8 of the Town of Essex Official Plan:

a) the general intent of this Plan and the Zoning By-law are maintained;

b) the variance(s) is minor and desirable for the appropriate use of the land;

c) the variance is compatible with the established character of the neighbourhood, traffic and parking patterns;

d) the variance deals with circumstances particular to the site and development

7. Correspondence

8. New Business

9. Notices of Motion

10. Adjournment

COA21-09-88

Moved by Member Ducetre

Seconded by Member Beneteau

That the meeting be adjourned at 5:57 PM

11. Future Meetings

11.1 Training Session October 19 2021 at 4 30 PM

Location: Electronic Meeting

11.2 November 16 2021 at 4:30 PM

Location: Electronic Meeting



Essex Centre BIA Board Meeting Minutes

October 12, 2021, 6:00 pm

Location: Electronic meeting

Present:

Katie Blais, Vice Chair
Stephanie Winger
Richard Banwell
Gregg Laframboise
Mary Anne Bjorkman
Pauline Gemmell
Kelly Baillargeon, Coordinator

Regrets:

Joe Garon, Councillor

1. **Call to Order**

The Vice Chair called the meeting to order at 6:01pm.

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. Essex Centre BIA Board Meeting Agenda for October 12, 2021

BIA21-10-001

Moved by Pauline Gemmell

Seconded by Mary Anne Bjorkman

That the published agenda for the October 12, 2021 Essex Centre BIA Board Meeting be adopted with the following amendments

1. Addition of Agenda Item 7.3 re: Recycle Bin Removal and Relocation

Carried

4. **Adoption of Minutes**

4.1. Essex Centre BIA Board Meeting Minutes for September 14, 2021

BIA21-10-002

Moved by Pauline Gemmell
Seconded by Richard Banwell

That the minutes of the Essex Centre BIA Board Meeting held September 14, 2021 be adopted as circulated.

Carried

5. Correspondence

5.1. Treasurer's Report 2022 Budget

BIA21-10-003

Moved by Mary Anne Bjorkman
Seconded by Stephanie Winger

That the Treasurer's Report be received.

Carried

6. Marketing and Promotions

6.1. Downtown Dollar Program

\$75,000 will be available for which will cost \$15,000 for a 20% discount. \$10,000 will be available for giveaways during the Winter and Spring upcoming seasons. \$25,000 to be deposited into the RBC account to cover the cost of redemption. There will be a \$500 limit per purchase per customer to help ensure that everyone has the opportunity to benefit from the offer. The current Downtown Dollars do not have an expiry date but will be encouraged to spend by March 2021 to assist in the slower months.

6.2. Welcome Packages Update

250 custom printed presentation folders to be printed and distributed to business members.

6.3. Small Business Week-Windsor/County BIA partnership

Social media giveaway across four county BIAs; Leamington, Tecumseh, Belle River and Downtown Windsor. Each BIA to give away \$250 worth of prizes on each other's Facebook pages. This will encourage people to travel and support businesses outside their areas and will also drive new people to our social media accounts.

6.4. BIA Swag

Some ideas like reusable bags, notepads, stickers were discussed. \$5,000 budget to be allocated to promotion items. Quotes to be presented at next meeting.

BIA21-10-004

Moved by Pauline Gemmell

Seconded by Mary Anne Bjorkman

That the items listed in Agenda item 6 be received and approved.

Carried

7. Beautification

7.1. Welcome Essex BIA Signage

Will need to follow up with Colenutt Signs.

7.2. Christmas Pots & Décor

Inserts have been delivered to Anna's Flowers for filling. Will organize delivery with Public Works.
Pots should be delivered by mid-November.

7.3. BIA Recycle Bin Removal and Relocated

The two recycle bins located in Heritage Park parking have become an eye sore and has been suggested by Town administration that they be relocated to the end of a drive way at 35 Wilson Ave on property which the town owns. The Board agreed that it would be a good idea and that we would make our members aware of the move.

BIA21-10-005

Moved by Richard Banwell

Seconded by Stephanie. Winger

That the updates listed in Agenda Item 7 be received.

Carried

8. Events

8.1. Tiny Tot Halloween Parade- October 29, 2021

Volunteers, set up, promotion. Eight volunteers have been scheduled, Katie to provide tables for those who are attended from outside the parade route. Candy has been purchased from No Frills and ads in the local paper have been purchased.

8.2. Family Movie in the Park-November

The Board decided to hold off until the spring when the weather is warmer.

8.3. Santa Clause Parade

The parade has been booked for December 11 and paid for. Special events applications have been submitted and approved. A meeting with the C.E.R.T committee has been scheduled. Members have been notified and a request for sponsors and participation have been sent.

8.4. ACT Committee Holiday Lights Event

The Board met with the Arts, Culture and Tourism Committee (ACT) and have committed to \$3,000 worth of *Downtown Dollars* for sponsorship of the prizing. Categories, dates and prizing details to be discussed at the next ACT Committee meeting.

8.5. Annual General Meeting

The Board decided to postpone the Annual General Meeting until Spring of 2022.

BIA21-10-006

Moved by Mary Anne Bjorkman

Seconded by Gregg Laframboise

That the updates listed in Agenda Item 8 be received and approved.

Carried

9. **Member Correspondence**

9.1. Requests- N/A

9.2. Changes- N/A

9.3. Updates

AB Bike Repair & Board Games, Watson & Slade have opened in our downtown district.

BIA21-10-007

Moved by Richard Banwell

Seconded by Gregg Laframboise

That the updates listed in Agenda Item 9 be received.

Carried

10. **Adjournment**

BIA21-10-008

Moved by Mary Anne Bjorkman

Seconded by Pauline Gemmell

That the meeting be adjourned at 7:21pm

11. Future Meetings

November 9, 2021 at 6:00 pm

Location: To be determined

ESSEX BIA

COSTING CENTRE BUDGET WITH NOTES

<u>GL ACCOUNTS</u>	<u>COMMENTS</u>	<u>2022 BUDGET</u>
Revenues		
Amounts added to Taxes and Special Levies		
43800- Business Improvement Area		\$ 140,000.00
Investment and Other Income		
Transfer from equity past years carried forward		47,550.00
48700 – Miscellaneous Revenue	BIA Sponsored Events	<u>0.00</u>
	Total Revenue	<u>\$ 187,550.00</u>
Expenditures		
External Transfers		
55900 – Donations, Grants		\$ 5,000.00
Internal Allocations – expense		
58900 – Amounts Allocated from Other Departments		4,000.00
Part time BIA Co-ordinator		<u>18,000.00</u>
	Total	\$ 22,000.00
Material and Supplies		
51100 – Office Supplies		\$ 500.00
51500 – Supplies – Membership		60,000.00
51820 – Specialty Equipment/Beautification (includes up to \$ 50,000 For new bathrooms in Heritage Gardens)		<u>65,000.00</u>
		\$ 125,500.00
Miscellaneous Services		
53500 – Public Relations/Membership Services		\$ 7,000.00
53510 – Advertising		25,000.00
53900 – Miscellaneous Services		<u>1,000.00</u>
		\$ 33,000.00
Tax Adjustments		
57370 – Tax Write-Offs – BIA		\$ 2,000.00
Utilities, Insurance and Property Taxes		
54300- Insurance - Buildings		<u>50.00</u>
	Total expenditures	<u>\$ 187,550.00</u>

Essex Town Centre - BIA

Comparative Income Statement

	Actual 01/01/2021 to 09/30/2021	Actual 01/01/2020 to 09/30/2020	Percent
REVENUE			
Revenue			
Business Improvement Levy	144,976.49	136,457.81	6.24
Tax write offs	0.00	0.00	0.00
Allocation from other department's	0.00	0.00	0.00
Win this space	0.00	4,936.08	-100.00
Total revenue	144,976.49	141,393.89	2.53
TOTAL REVENUE	144,976.49	141,393.89	2.53
EXPENSE			
Payroll expenses			
Wages	16,224.00	6,531.20	148.41
CPP expense	741.00	244.03	203.65
EI expense	358.80	144.62	148.10
Total payroll expense	17,323.80	6,919.85	150.35
Office supplies	0.00	28.49	-100.00
Specialty equipment	1,119.36	4,199.72	-73.35
Public relations and promotion	8,087.44	5,821.35	38.93
Advertising	295.58	7,952.33	-96.28
Memberships	0.00	1,210.01	-100.00
Insurance	35.85	52.40	-31.58
Co-ordinator expense	1,766.38	0.00	0.00
Miscellaneous	32.56	91.37	-64.36
BIA dollars	997.25	117.15	751.26
Digital Main Street Project	0.00	5,000.00	-100.00
Christmas parade	-198.12	190.01	-204.27
Mother?Father's Day	2,984.62	10,400.00	-71.30
Winter Downtown Dollar	0.00	0.00	0.00
Halloween parade	0.00	0.00	0.00
Tree lighting	0.00	0.00	0.00
Movie Night	1,882.56	0.00	0.00
Business excellence award dinner	0.00	0.00	0.00
Total special events	5,666.31	15,707.16	-63.93
Total operating expenses	34,327.28	41,982.68	-18.23
TOTAL EXPENSE	34,327.28	41,982.68	-18.23
NET INCOME	110,649.21	99,411.21	11.30

*Cheques requested
but not issued.*

RBC re Downtown Dollar

Essex Food Bank

Windsor Pamela Corp's

De Goeij's

DeMars Hogan

10 000⁰⁰
300⁰⁰
12000⁰⁰
1220⁴⁰
85⁸⁵
1123
86 004⁷⁶

Essex Town Centre - BIA

Comparative Balance Sheet

	As at 09/30/2021	As at 09/30/2020	Percent
ASSET			
Current assets			
Petty cash	0.00	500.00	-100.00
Accounts receivable - Town of E...	110,649.21	113,131.40	-2.19
Equity receivable - Town of Essex	144,485.70	106,637.42	35.49
Total accounts receivable	255,134.91	220,268.82	15.83
TOTAL ASSET	255,134.91	220,268.82	15.83
LIABILITY			
Current liabilities			
Account pay	0.00	0.00	0.00
Accounts payable	0.00	0.00	0.00
Total liabilities	0.00	0.00	0.00
TOTAL LIABILITY	0.00	0.00	0.00
EQUITY			
Total equity			
Equity previous year	144,485.70	120,857.61	19.55
Current Earnings	110,649.21	99,411.21	11.30
Total equity	255,134.91	220,268.82	15.83
TOTAL EQUITY	255,134.91	220,268.82	15.83
LIABILITIES AND EQUITY	255,134.91	220,268.82	15.83

Actual vs Budget Year To Date by Costing Center

Costing Center 720 - Essex BIA

January 2021 To September 2021 (9 Months)

Fund All
Division Planning and Development
GL Account All
Costing Centers 720 - Essex BIA

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenues				
Amounts Added to Taxes and Special Levies				
43800 - Business Improvement Area Levy - Ward 1	140,001	144,955	4,954	3.54 %
Total Amounts Added to Taxes and Special Levies	140,001	144,955	4,954	3.54 %
Interfund Transfers - Revenue				
49900 - Revenue Contribution from Reserve Funds	2,168	-	(2,168)	-100.00 %
Total Interfund Transfers - Revenue	2,168	-	(2,168)	-100.00 %
Investment and Other Income				
47800 - Miscellaneous Revenue	-	848	848	100.00 %
Total Investment and Other Income	-	848	848	100.00 %
Total Revenues	142,169	145,803	3,634	2.56 %
Expenses				
External Transfers				
55900 - Donations, Grants	5,000	-	(5,000)	-100.00 %
Total External Transfers	5,000	-	(5,000)	-100.00 %
Internal Allocations - Expense				
58900 - Amounts Allocated from Other	3,430	1,029	(2,401)	-69.99 %
Total Internal Allocations - Expense	3,430	1,029	(2,401)	-69.99 %
Materials and Supplies				
51100 - Office Supplies	500	-	(500)	-100.00 %
51500 - Supplies - Membership and Special Events	60,000	6,895	(53,105)	-88.51 %
51820 - Specialty Equipment	18,750	895	(17,855)	-95.22 %
Total Materials and Supplies	79,250	7,791	(71,459)	-90.17 %
Miscellaneous Services				
53500 - Public Relations and Promotions	7,000	-	(7,000)	-100.00 %
53510 - Advertising	25,000	8,615	(16,385)	-65.54 %
53900 - Miscellaneous Services	500	224	(276)	-55.23 %
Total Miscellaneous Services	32,500	8,839	(23,661)	-72.80 %
Salaries, Wages, Benefits and Personnel Expenses				
50120 - Salaries and Wages - Part-Time	19,935	16,224	(3,711)	-18.62 %
50500 - Canada Pension Plan - Employer	-	741	741	100.00 %
50510 - Employment Insurance - Employer	-	359	359	100.00 %
50750 - Mileage	-	123	123	100.00 %
Total Salaries, Wages, Benefits and Personnel Expenses	19,935	17,447	(2,488)	-12.48 %
Taxation Adjustments				
57370 - Tax Write-Offs - Business Improvement	2,000	(21)	(2,021)	-101.06 %
Total Taxation Adjustments	2,000	(21)	(2,021)	-101.06 %
Utilities, Insurance and Property Taxes				
54200 - Communications - Telephone	-	33	33	100.00 %
54300 - Insurance - Buildings	53	-	(53)	-100.00 %

Actual vs Budget Year To Date by Costing Center

54320 - Insurance - General	-	36	36	100.00 %
Total Utilities, Insurance and Property Taxes	53	68	15	28.00 %
Total Expenses	142,169	35,154	(107,015)	-75.27 %
Net Total	-	110,649	110,649	100.00 %



Essex Municipal Heritage Committee (EMHC)

Minutes

Thursday, October 28th 2021 - 5:00 PM

Location: Electronic Zoom Meeting

Accessible formats or communication supports are available upon request. Please contact the Planning Department at essexplanning@essex.ca or 519-776-7336 extension 1128

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

Present:	Anthony Paniccia, Vice-Chair Richard Kokovai, Committee Member Joe Lucas, Committee Member Laurie Kowtiuk, Committee Member Perry Basden, Committee Member
Also Present:	Rita Jabbour, Staff Liaison, Manager Planning Services Sarah Aubin, Recording Secretary / Planning Assistant
Regrets:	Councillor Steve Bjorkman, Committee Member Laurie Brett, Chair Phil Pocock, Committee Member
Absent:	None

1. Call to Order

The Vice Chair called the meeting to order at 5:00 PM

2. Declarations of Conflict of Interest

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

3. Adoption of Published Agenda

3.1 Essex Municipal Heritage Committee Agenda for October 28th 2021

EMHC21-10-26

Moved by Member Basden

Seconded by Member Kowtiuk

That the published agenda for the October 28th 2021 Essex Municipal Heritage Committee Regular Meeting, be adopted as presented.

Carried

4. Adoption of Minutes

4.1 Essex Municipal Heritage Committee Minutes for September 30th, 2021

EMHC21-10-27

Moved by Member Basden

Seconded by Member Kowtiuk

That the minutes of the Thursday September 30th 2021 Essex Municipal Heritage Committee Regular Meeting, be adopted as circulated.

Carried

5. Public Presentations

6. Unfinished Business

6.1 Greater Marketing and Public Education about Heritage– Ongoing

Vice Chair Paniccia stated that the Arts Culture and Tourism committee utilizes Google Maps to showcase the Essex Murals. He stated that this would be a good way to promote, cemeteries, listed and designated properties and plaques through out the Town of Essex.

Rita, Staff Liaison stated that she will contact Trevor Martin and discuss further.

Member Kowtiuk stated that Essex and Community Historical Society (ECHRS) will be hosting an Open House November 6th between 10 am to 3 p.m.

Vice Chair Paniccia recommended that the event be posted by the Town of Essex.

6.2 Cemeteries –ongoing

6.3 Listing and Designating Properties and Heritage Districts –ongoing

Rita advised the members that Scott Plancke, Heritage Student did research on the feasibility of 195 Bagot Street (Colchester School House) being provincially designated.

She stated Section 34.5 of the OHA allows the Minister to designate any property within a municipality as property that is provincially significant. The property needs to meet at least one of the criteria set out in the regulation.

If designated, the Owner of the property must obtain consent from the Minister to carry out alterations and they cannot carry out any demolition or removal of a building or structure on the property, whether it would affect the property's heritage attributes without consent from the Minister.

If an application for alteration/demolition is received, the Minister is only obligated to consult with the Trust and not the Municipal heritage committee.

The Minister may delegate approval authority to alterations/demolitions to the Trust or Town Council.

Member Kokovai stated that he has concerns with the province having control over a local asset and the local municipality no longer being able to make decisions. He continued to state that if there is no monetary gain to designating the property provincially, he sees no need.

Rita stated that the concerns are viable. She stated she will contact the province to determine if the province would delegate authority to council and / or the Heritage Committee with regards to alterations and she will investigate other benefits to designating provincially.

Member Kokovai stated that there are two Farmhouses just outside Harrow Centre. He stated that one dwelling is at 2585 County Road 20 East and that the other dwelling is on the north side of County Road 20 East across from the Agriculture Research Centre.

He stated that these two properties have architectural value. He stated that these two dwellings are slated for demolishing and recommends Administration investigate listing the dwellings to ensure they are not demolished.

Rita advised that the two properties are owned Federally, and she stated that she will contact them to determine if there is a possibility at salvaging the dwellings. She will advise that the November meeting of her findings.

6.4 Heritage Designation and Interpretive Plaque Program – ongoing

Rita advised the members that the Essex Town Centre plaque will be erected in front of the Municipal Building (33 Talbot Street South) on Tuesday, November 9th, 2021. She stated that all members will be invited to attend.

She stated that the McGregor plaque was circulated to the Committee for their recommendations. She advised that the Marsh Collection will be assisting with collecting information regarding the St Clements and the early School History.

6.5 Reports to Council – on going

6.6 Studies and Master Plans- on going

6.7 Heritage Week 2022 – on going

6.7.1 Committee to discuss Heritage Week 2022 themes

Rita advised the members that no themes were suggested by committee members prior to the meeting. She stated that Sarah Aubin, Recording Secretary recommended Stories of the Past as the 2022 theme of Heritage Week. Rita advised that this theme could be all encompassing of all the local history such as Indigenous, Portuguese, Polish, Irish, French, and many others. Vice Chair Paniccia stated that the theme was a good and recommended that the theme for 2022 be Stories of the Past.

6.7.2 Committee to discuss bursary requirements prepared by Anthony Paniccia

Vice Chair Paniccia stated that he is preparing the bursary requirements and will send them to the members and administration to review once completed.

6.8 Charles Maedel Commemoration Project –ongoing

6.9 Heritage Walking Tour and Digital Component – ongoing

6.10 Batten Schoolhouse and Iler Schoolhouse – ongoing

6.11 Cultural Master Plan – Ongoing

6.12 Historically Significant Name Registry – Ongoing

6.13 Century Farms – Ongoing

Rita advised the members that administration is working on mapping out the Century Farms within the Town of Essex. She stated that the document received listed 91 Essex County properties with only 15 Farms potentially listed in the Town of Essex, however two (2) are confirmed within the Town. She stated that administration would like to prepare a mapping system of all century farms within the Town. She stated that administration will provide clarity at the November meeting on the amount of registered century farms. Member Basden recommended that the members when driving through the Town of Essex look for the Century Farms Signs and note the property address to provide to administration.

6.14 Cultural Heritage; Indigenous History – Ongoing

Vice Chair Paniccia recommended that this item be discussed when Chair Brett returns in November.

7. Reports from Administration

8. Correspondence

9. New Business

10. Notices of Motion

11. Adjournment

EMHC21-10-28

Moved by: Member Basden

Seconded by: Member Kowtiuk

That the meeting be adjourned at 5:55 PM

12. Future Meetings

November 25th 2021 at 5:00 pm Location: Electronic Meeting via Zoom



Essex Police Services Board (EPSB)

Minutes

Thursday, November 4th, 2021 - 4:30 PM

Location: This meeting is being held electronically via Zoom

Accessible formats or communication supports are available upon request.

Please contact the Recording Secretary at saubin@essex.ca or 519-776-7336 extension 1128

Present: Councillor Kim Verbeek, Chair

Katie McGuire Blais, Co-Chair

Richard Tapping

Councillor Morley Bowman

Karen Robertson

Also Present: Sarah Aubin, Recording Secretary

Inspector Glenn Miller

A/Staff Sergeant Todd Lavigne

Doug Sweet, CAO / Director Community Services

Regrets:

1. Call to Order

The Chair called the meeting or order at 4 30 p.m.

2. Closed Meeting Report

3. Declarations of Conflict of Interest

No declarations of conflict of interest were noted

4. Adoption of Published Agenda

4.1 Essex Police Service Board Regular Meeting Agenda for November 4th 2021

EPSB21-11-56

Moved by Member Robertson

Seconded by Member Tapping

That the published agenda for the November 4th 2021 Essex Police Service Board Regular meeting be adopted as presented.

5. Adoption of Minutes

5.1 Essex Police Service Board Meeting Minutes for October 7th 2021

EPSB21-11-57

Moved by Vice Chair McGuire-Blais

Seconded by Member Councillor Bowman

That the minutes of the October 7th 2021 Essex Police Service Board Meeting be adopted as circulated.

6. Public Presentations

7. Unfinished Business

8. Reports and Announcement from Committee Members

8.1 Verbal Update by Inspector Miller

Inspector Glenn Miller advised the members that Acting Staff Sergeant Todd Lavigne will be returning to the field and that Jennifer Wilson will be the Acting Staff Sergeant starting November 8th, 2021. He thanked Todd Lavigne for his two (2) years of service in the position.

Inspector Miller advised that Mothers Against Drunk Drivers (M.A.D.D.) will be hosting a red ribbon campaign. He stated that in Essex County there is still a significant amount of impaired driving. He stated that there are many options in 2021 to return home safely after drinking and encourages residents to utilize these safety options. He encouraged anyone that sees an impaired driver on the road to call 911 immediately.

He stated in 2021 there was 750 impaired and 1200 suspensions, he stated that that amount was unacceptable, and that residence need to do better and utilize the safe ways to get home after drinking.

Inspector Miller stated that its Crime Prevention Week, he advised that Essex is a very safe Community not only in Canada but Ontario, and that it is a direct result of the Committee.

9. Reports from Administration

9.1. Monthly Reports

September

9.1.2 Police Services Board Report for Essex

9.1.3 Police Services Board Monthly Overview September 2021

9.1.4 OPP Detachment Board Report

9.1.5 Windsor and Essex County Crime Stoppers Report

Staff Sergeant Todd Lavigne advised of the following for the monthly report.

33 By-law Calls – He stated that many calls were concerning COVID 19 calls, Parking Issues, noise complaints, barking dogs.

32 Traffic Calls – He stated calls were regarding ATV, Bicycles, and Vehicles

26 Motor Vehicle Collisions (MVC) Calls– He stated 8 were single vehicle collision, 4 Deer collision, and 14 two (2) or more vehicle collisions.

23 Alarm Calls -He stated calls were due to Alarm Malfunctions

19 Mental Health Calls – He stated that two (2) calls were ages 18 and under, 17 were ages 18 and older, one (1) was age 90 plus. He stated that one of the calls did result in a death.

18 Suspicious Person Calls – He stated that 16 calls were concerning door to door solicitors with two (2) calls being after midnight.

16 Well Being Checks – He stated were from concerned family members and friends

16 Neighbour Dispute Calls – He stated that 6 of the calls were from the same residence which resulted in charges laid.

14 Property Related Calls – such as found property.

13 Domestic Calls – He stated calls were regarding Child Custody and Verbal Disputes. Staff Sergeant Todd Lavigne stated that overall, in September there were 103-foot patrol hours and that Essex was significantly higher than neighbouring municipalities. He stated that there were notable investigations in the Town of Essex. One being the 3-day search that rendered 25 to 30 personnel searching daily for the suicidal resident that was located deceased. As well as the resident that was charged with personation with Intent.

EPSB21-11-58

Moved by Member Robertson

Seconded by Member Bowman

That the Reports listed in Agenda Item 9.1 be received

10. Correspondence

10.1 Information Purposes Only

10.1.1 21-0103 Centre of Forensic Sciences (CFS) – Launch of a New CFS Website

10.1.2 21-0104 Disclosure of Police Records to Correctional Facilities Questionnaire

10.1.3 21-0105 Developmental Services

10.1.4 21-0106 Crime Prevention Week 2021 – Provincial Theme and Approach

10.1.5 21-0107 Requirement for Proof of Vaccination in Certain Settings

10.1.6 21-0108 Plan to Safely Reopen Ontario and Manage COVID-19 for the Long-Term

10.1.7 21-0109 Erroneous Release Notification Protocol

EPSB21-11-59

Moved by Member Tapping

Seconded by Vice Chair McGuire-Blais

That the Reports listed in Agenda Item 10.1 be received.

11. New Business

12. Notices of Motion

13. Adjournment

EPSB21-11-60

Moved by Member Tapping

Seconded by Member Robinson

That the meeting be adjourned at 5:08 PM

14. Future Meetings

14.1 December 2nd, 2021, Location: Electronic Meeting



Court of Revision Minutes

November 10, 2021, 5 PM

Location: Electronic Meeting

Legalization of a Culvert over the Lawrence Quick Drain,

Roll#840-00501 in the Town of Essex, Reference 21-023

Malden Road West Drain: Bridge for McGuire & Laramie and

Maintenance Schedule, Geographic Township of Colchester North,

Project REI2021D007, 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 or 519-776-7336 extension 1100 or 1101.

This is pursuant to the report prepared by David Basilious, Professional Engineer, BAIRD AE, dated June 21, 2021, which was considered and adopted at a Consideration Meeting held September 27, 2021 and pursuant to By-Law No. 2022 which received two readings by Council at its regular meeting held October 18, 2021.

This is pursuant to the report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc., dated August 31, 2021, which was considered and adopted at a Consideration Meeting held September 27, 2021 and pursuant to By-Law No. 2076 which received two readings by Council at its regular meeting held October 18, 2021.

This sitting of this Court of Revision was duly appointed by Council on October 18, 2021.

Section 54 (1) of The Drainage Act provides that the decision of the Court of Revision can be appealed to the Drainage Tribunal within twenty-one (21) days from the date of the Court of Revision. The final day for appeal is December 1, 2021. At the first Council meeting after this date the third reading to By-Laws No. 2022 and 2076 will be given.

The Clerk confirmed that all notices have been sent in accordance with The Drainage Act.

Present: Janice Dougherty, Chair
Kirk Carter
Felix Weigt-Bienzele

Also Present: Shelley Brown, Deputy Clerk, Legal and Legislative Services
Lindsay Dean, Drainage Superintendent
Tanya Tuzlova, Drainage Clerk
David Basilious, Professional Engineer, BAIRD AE
Gerard Rood, Professional Engineer, Rood Engineering Incorporated

From General Public: None

Regrets: None

Absent: None

1. Call to Order

The Chair called the meeting to order at 5:13 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 Court of Revision Agenda for November 10, 2021

COR21-11-001

Moved by Court of Revision Member Weigt-Bienzle

Seconded by Court of Revision Chair Dougherty

That the published agenda for the November 10, 2021 Court of Revision be adopted as presented.

Carried

4. Adoption of Minutes

4.1 Court of Revision Minutes for Graveline Drain

COR21-11-002

Moved by Court of Revision Member Weigt-Bienzle

Seconded by Court of Revision Member Carter

That the minutes of the Court of Revision held on July 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 Deputy Clerk informed that there were no appeals.

6. Public Presentations

6.1 David Basiliou, Professional Engineer

Re: Report from David Basiliou, P. Eng. from BAIRD AE dated June 21, 2021 regarding Legalization of a culvert over the Lawrence Quick Drain for Roll No. 840-00501 in the Town of Essex, Reference 21-023.

Mr. Basiliou explained that the bridge was installed in 2012 and the report was prepared to legalize this bridge. Mr. Basiliou added that the report was adopted at the Consideration of report meeting on September 27, 2021 and there were no concerns from the bridge owner.

There were no questions or concerns from Court of Revision members.

COR21-11-003

Moved by Court of Revision Member Weigt-Bienze

Seconded by Court of Revision Member Carter

That the assessments contained in the schedules of assessment report for the Legalization of a culvert over the Lawrence Quick Drain for Roll No. 840-00501 in the Town of Essex, Reference 21-023 as prepared by David Basiliou, P. Eng., dated June 21, 2021 be confirmed as presented.

Carried

6.2 Gerard Rood, Professional Engineer

Re: Report from Rood Engineering Incorporated dated August 31, 2021 including amendments made September 28, 2021 regarding Malden Road West Drain, Bridge for McGuire & Laramie and Maintenance Schedule, Geographic Township of Colchester North, Project 2021D007, Town of Essex, County of Essex.

Mr. Rood presented the overview of the report. Mr. Rood explained that the schedule in the report in error had acres owned indicated instead of hectares owned. Mr. Rood added that the Addendum dated September 28, 2021 with correct headings was prepared and circulated to all property owners with the Notice for the Court of Revision and the by-law. Mr. Rood added that he did not receive any questions or concerns.

There were no questions or concerns from Court of Revision members.

COR21-11-004

Moved by Court of Revision Member Carter

Seconded by Court of Revision Member Weigt-Bienze

That the assessments contained in the schedules of assessment report for the Malden Road West Drain, Bridge for McGuire & Laramie and Maintenance Schedule, Geographic

Township of Colchester North, Project 2021D007, Town of Essex, County of Essex, as prepared by Gerard Rood, Professional Engineer, dated August 31, 2021 and amended September 28, 2021 be confirmed as presented

Carried

7. Adjournment

COR21-11-005

Moved by Court of Revision Member Carter

Seconded by Court of Revision Member Weigt-Bienzele

That the meeting be adjourned at 5:22 PM

Carried

Chair

Recording Secretary



Personnel Committee Meeting Minutes

November 26, 2021, 1:30 PM

Location: 33 Talbot St. S., Essex, ON, N8M1A8

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

Present: Councillor Morley Bowman, Chair
Councillor Joe Garon, Vice-Chair
Councillor Sherry Bondy

Also Present: Doug Sweet, CAO
Brandi Sieben, Manager, Human Resources

Regrets: Mayor Larry Snively

1. Call to Order

The Chair called the meeting to order at 1:36 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 Personnel Committee Meeting Agenda for November 26, 2021

PC-21-06

Moved by Councillor Garon

Seconded by Councillor Bondy

That the published agenda for the November 26, 2021, Personnel Committee Meeting be adopted as presented.

Carried

4. Adoption of Minutes

4.1 Personnel Committee Meeting Minutes for June 23, 2021

PC-21-06

Moved by Councillor Bondy

Seconded by Councillor Garon

That the minutes of the Personnel Committee Meeting held June 23, 2021 be adopted as circulated.

Carried

5. Reports from Administration

5.1 Non-Union Salary Administration Policy

Re: Review of HR Report 2021-02, HR Policy 05-04, Non-Union Salary Administration Policy as presented by Brandi Sieben, Manager, Human Resources

PC-21-07

Moved by Councillor Bondy

Seconded by Councillor Garon

That the Personnel Committee recommend to Council the adoption of HR Policy 05-04 as presented in HR Report 2021-02 by resolution at the next regular Council Meeting.

Carried

5.2 Hybrid Work Model Policy (1 Year)

Re: Review HR Report 2021-03, HR Policy 03-21, Hybrid Work Model Policy (1 year trial) as presented by Brandi Sieben, Manager, Human Resources

PC-21-08

Moved by Councillor Bondy

Seconded by Councillor Bowman

That the Personnel Committee recommend to Council the adoption of HR Policy 03-21 as presented in HR Report 2021-03 by resolution at the next regular Council Meeting.

Carried

5.3 Personnel Committee Terms of Reference

Re: Review of proposed Terms of Reference for the Personnel Committee as presented by Brandi Sieben, Manager, Human Resources

PC-21-09

Moved by Councillor Bondy

Seconded by Councillor Garon

That the Personnel Committee recommend to Council the adoption of the Personnel Committee Terms of Reference by resolution at the next regular Council meeting.

Carried

6. Closed Meeting

PC-21-10

Moved by Councillor Bondy

Seconded by Councillor Garon

That the Personnel Committee move into move into Closed Session to receive information pursuant to Section 239 (2) (d) of the Municipal Act, 2001, c.25 labour relations or employee negotiations.

Carried

7. Adjournment

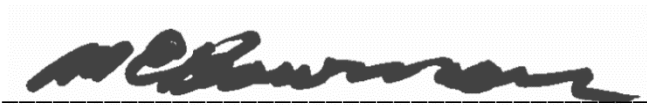
PC-21-13

Moved by Councillor Garon

Seconded by Councillor Bondy

That the meeting be adjourned at 2:45 PM

Carried



Chair



Recording Secretary



Report to Personnel Committee

Department: Human Resources
Date: November 26, 2021
Prepared by: Brandi Sieben
Submitted by: Brandi Sieben
Report Number: Human Resources 2021-02
Subject: HR Policy 05-04 - Non-Union Salary Administration Policy
Number of Pages: 12

Recommendation(s)/Conclusion(s)

It is recommended that:

- i) Human Resources Report 2021-02 be received; and
- ii) That Personnel Committee provide a recommendation for Council approval and adoption of HR Policy 05-04 Non-Union Salary Administration Policy

Reason for the Report

Personnel Committee review is needed to adopt new Corporate HR policies for the Town.

Background

Currently, the Town does not have a salary administration policy for non-union employees. The Corporate HR Policy 05-04 will provide the framework for a fair, equitable and renewable non-union salary administration, while ensuring consistency in the Town's processes. The policy is designed to formalize current practices and procedures and ensure the Town remains competitive within the market to attract and retain talent. The policy also incorporates HR Policy 05-02, Acting Assignments/Temporary Transfer Policy which was approved by Council in 2017.

This provides guidelines in the following areas:

- Salary Structure and Band
- Hours of Work
- Vacation in Lieu of Overtime
- Non-Union Job Evaluation Committee
- Assigning Compensation for New Employees
- Step Management within a Salary Range
- Job Rate
- Annual Increases
- Promotions
- Demotions
- Lateral Transfers
- Acting Assignment and Temporary Transfer
- Responsibilities

Financial Impact

There is no financial impact to the implementation of this policy.

Consultations

Lori Chadwick, Director, Development Services

Kevin Girard, Director, Infrastructure Services

Kate Giurissevich, Director, Corporate Services

Doug Sweet, CAO

Link to Strategic Priorities

☐ Manage, invest and plan for sustainable municipal infrastructure which meets current and future needs of the municipality and its citizens.

☐ Create a safe, friendly and inclusive community which encourages healthy, active living for people of all ages and abilities.

☐ Provide a fiscal stewardship and value for tax dollars to ensure long-term financial health to the municipality.

☐ Manage responsible and viable growth while preserving and enhancing the unique rural and small town character of the community.

☐ Improve the experiences of individuals, as both citizens and customers, in their interactions with the Town of Essex.

☒ 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.



Policy Manual

Section:	Human Resources
Subject:	Non-Union Salary Administration Policy
Policy Number:	HR-05-04
Approval Date:	
Approved By:	
Prepared By:	Brandi Sieben, Manager, Human Resources

Overview

The Corporation of the Town of Essex is committed to providing a work environment where all individuals are treated in a fair and consistent manner as it relates to the administration of pay amongst other items. The Town will maintain a pay policy that is internally equitable, externally competitive and payequity compliant.

Purpose

1. The purpose of the policy is to provide the framework for an ongoing and renewable salary administration program.
2. This policy is intended to support and acknowledge the dignity and worth of each individual working with and for the Town and to support retention of

employees through a competitive compensation program.

Scope

This policy applies to all permanent full-time non-union employees.

This policy does not apply to contract and union employees. Contract employees will receive compensation in accordance with the terms of their contract.

Compensation and wage administration for bargaining unit employees will be covered by the Collective Agreement.

This policy shall be reviewed every four (4) years from the date it becomes effective or sooner at the discretion of the CAO.

Definitions

For the purpose of this policy,

“Acting Pay” is pay provided to an employee when they will be substantially accountable for a substantive portion of the duties and responsibilities of a position reassigned to them on an interim basis, given certain qualifying criteria and waiting periods. The majority of the essential/fundamental duties and tasks of the absent incumbent that could arise during such absence are to be considered the duties of the replacing incumbent.

“Additional Duties and/or Responsibilities Pay” is pay provided to an employee in recognition of the additional duties and/or responsibilities they have taken on (but not all duties and/or responsibilities), which are normally performed by another person in another role.

“Employee” means any non-union, regular, full-time staff member.

“Job Rate” is defined as Step 5 on the salary grid. The salary grid is comprised of five (5) steps for each salary band, with five percent (5%) step intervals.

“Red-Circle” occurs when an incumbent is in a position where the Job Rate of the Salary range is less than the current pay of the incumbent. As a result, the current pay of the incumbent will be “red-circled”, or held at the current rate until such time as that rate is within the pay band for the position.

General Guidelines

1. Salary Structure and Salary Bands

- 1.1 Employee salaries will be determined with regard to a grading system that defines a minimum and a maximum amount for each salary band. Each salary band is comprised of a job rate and a salary range from 82% to 100% of the full job rate. The bands shall be adjusted for inflation, subject to Council approval.
- 1.2 Remuneration for positions that are assigned a salary band is limited to that band and is not to exceed the maximum.
- 1.3 The non-union salary grid will be reviewed every four (4) years to ensure the Town remains competitive in their compensation package and continue to achieve the Town's pay philosophy of 60% of market.

2. Hours of Work

- 2.1 All non-union salary bands are established on the basis of a 35 hour work week. All non-union employees are expected to work a 35 hour work week as a minimum. The actual work schedules are defined in the employment contract and changes to schedules shall be subject to CAO approval.

3. Vacation in Lieu of Overtime

- 3.1 The Town recognizes that managers and non-union staff are typically required to attend Council meetings, attend to Town business via the use of remote technology after hours, and generally work more than 35 hours per week on average.
- 3.2 Management and non-union employees are not eligible for overtime pay however, employees are able to bank one hour in lieu of overtime for every approved hour of overtime worked up to a maximum of 35 hours for the first 35 overtime hours worked and to bank one hour in lieu of overtime for every approved hour of overtime worked in excess of 70 overtime hours worked up to a maximum of an additional 35 hours in lieu of overtime. Lieu time banking is capped at a maximum

of 70 hours.

3.3 Employees, who have a minimum of fifteen (15) vacation days, including time off in lieu of overtime, earned in any one year, and do not use their total vacation in that year, may carry forward the unused portion for use in the following year. The maximum amount of vacation and time off in lieu of overtime that may be carried forward is five (5) days. For purposes of this policy five days equates to thirty-five (35) hours.

4. Non-Union Job Evaluation Committee

4.1 A Job Evaluation Committee, composed of members of the Corporate Leadership Team, will rate all new positions utilizing the Universal Job Evaluation Plan which weighs the following factors for all positions:

- Knowledge/Education
- Experience
- Decision & Skill in Operations
- Ingenuity & Creativity
- Independent Action
- Budget & Funds
- Mental Effort & Impact
- Confidentiality
- Leadership, Supervision & Functional Advice
- Influencing Others
- Physical Skill & Effort
- Disruption to Lifestyle & Working Conditions

All factors, weightings and factor descriptions are gender neutral and meet all requirements of pay equity legislation in Ontario.

New positions must be rated by the Job Evaluation Committee prior to the start of the recruitment process.

4.2 If the duties and responsibilities of a position are permanently altered from the original ratings assigned to the position, an employee may request that their position be re-evaluated using the following process:

- a) The request for the position to be re-rated is submitted to the appropriate manager on the "Request for Salary Review" form with any other

supporting documentation to demonstrate the reasons for change in rating. The Manager is to consult with their Director and the Human Resources Manager with regard to the merit of the request within the job evaluation tool and the completeness of the documentation.

- b) The Job Evaluation Committee shall review requests received for re-evaluation utilizing the existing Universal Job Evaluation Plan.

5. Assigning Compensation for New Employees

5.1 A Hiring Manager or the Director of the division the position is being filled shall provide their recommendations on appropriate step level of compensation within the established salary grade for their new employees. Starting a new employee at a salary within Steps 1 -3 of the salary grade provides some latitude to provide annual increases that reflect the employee's performance toward 'full competence' and ensures some internal equity of salaries relative to other longer-term employees currently in a same functional group. Some flexibility is required, however, to accommodate those situations where the new employee has significant prior experience in a similar position or brings special skills that reduce the on-the-job learning period. In any event, a longer-term salary management plan that reconciles the expected learning curve of the employee with a progression toward the job rate must be established. Human Resources shall ensure compensation decisions are in keeping with the Town's compensation philosophy and guiding principles. Final compensation levels must be approved by the CAO.

6. Step Management Within a Salary Range

6.1 The five (5) steps within the Town's Non-Union salary grid represents salaries that fall between 82% (minimum) and 100% of the job rate. Salaries within steps one (1) through four (4) are reflective of those for:

- Employees still developing the required skills for the position
- Less than satisfactory performance

- Entry-level hires

7. Job Rate

7.1 Step five (5) of the Non-Union Salary Grid represents 100% of the job rate. The Job Rate is reserved to reflect the level of “full competence” in the job. This represents the maximum base salary achievable for all employees and should only be awarded when the employee has demonstrated the on-going skill, ability and motivation to fully and satisfactorily perform all aspects of their job.

8. Annual Increases

8.1 Council may award an annual overall increase to the salary grid (i.e. inflationary increase). For the purposes of consistency in timing, increases are reviewed and awarded following the ratification of the C.U.P.E Collective Agreement.

9. Promotions

9.1 Promoting a non-union employee from one job level to a higher job level involves the filling of a vacant, pre-approved and/or posted position. Promotional increases must ensure the employee’s new salary is at least at the minimum of the new salary grade and is not less than the employee’s current rate. When determining appropriate compensation, careful consideration of providing compensation that is reflective of the job/position expectations, the employee’s capability, and the expected timeframe for the employee to reach ‘full competence’.

10. Demotions

10.1 If an employee is demoted or is moved involuntarily to a position in a lower salary grade for non-disciplinary/non-performance reasons, the present salary level should be continued, unless there is a compelling reason for not doing so. The salary is to be “red-circled” when it exceeds the job rate of the range. This means that the base salary is frozen until such a time when it is once again aligned with the job rate in the salary range of the new lower-level position (recall that the job rates generally experience regular increases over time as the

market dictates). When an employee is demoted for disciplinary or performance related reasons, their salary should be adjusted to the job rate of the new position.

11. Lateral Transfers

11.1 For the purposes of career development and growth, an employee may select to move into a different position, whereby the salary grade of the new position is the same as the salary grade for the employee's previous position. In this case, the employee's salary will continue to be administered at the current level. However, the compensation will need to be monitored carefully as the employee is new to the position, even though the salary grade has not changed. Therefore, the employee's salary should be viewed relative to other employee salaries in the same position based on the job/position expectations, and the employee's capability and potential for performance in the new job.

12. Acting Assignments or Temporary Transfers

12.1 If an employee is formally requested to perform a substantive portion of the duties of a vacant position on an interim basis the employee will be compensated as follows:

- a) Assignment/Transfer – Same Salary Grid - If the assignment/transfer is to a position on the same salary grade no salary change shall occur
- b) Assignment/Transfer – Lower Salary Grid - If the assignment/transfer is to a position on a lower salary grade no salary change shall occur.
- c) Assignment/Transfer – Higher Salary Grid - If the assignment/transfer is to a position rated as a higher job grade than the employee's present position and the duration is more than ten (10) consecutive working days, the employee shall be provided a 10% 'acting pay' increase over his or her present salary for the remainder of the assignment and receive acting pay retroactive to the date the assignment/transfer commenced.

12.2 Additional Guidelines for Acting Assignments or Temporary Transfers

1. For extended assignments/transfers of six (6) months or longer the CAO, or their designate, may approve a recommendation for a percentage increase of more than 10% pending approval through the Acting Assignment/Temporary Transfer or Additional Responsibilities Pay Request & Approval Form.
 - a. Should the extended assignment/transfer be for the position of CAO, the Personnel Committee may approve a recommendation for a percentage increase of more than 10% for final approval.
2. An employee may be eligible for 'additional responsibilities pay' when they are accountable for tasks (but not substantially responsible for a substantive portion of duties) which are usually performed by a person in another position, where said position is temporarily vacated for more than ten (10) consecutive working days. The employee may be provided a rate of pay which is 5% above the employee's existing rate of pay, provided that the additional job tasks warrant the said adjustment and has been approved through the Acting Assignment/Temporary Transfer or Additional Responsibilities Pay Request & Approval Form sign off process. The employee shall be provided a 5% increase over his or her present salary for the remaining period of time for which the additional duties have been assigned and will receive payment retroactive to the date the assignment/transfer commenced and only for hours worked. For clarity, this means that the employee will not receive additional responsibilities pay for non-worked hours including vacation and lieu time or statutory holiday pay.
3. The appointment of the incumbent must be confirmed in writing, indicating the anticipated end date of the assignment/transfer or period of time for which 'additional responsibilities pay' is being sought.
4. At the conclusion of the acting assignment/temporary transfer or period

requiring the employee to take on 'additional responsibilities' the employee's rate of pay will be returned to the rate that would have been paid if the assignment/transfer had not taken place or the 'additional responsibilities' not been assigned.

5. An increase in compensation for 'acting pay' or 'additional responsibility pay' is not automatic and must receive full approval through the Acting Assignment/Temporary Transfer or Additional Responsibilities Pay Request & Approval Form sign off process.
6. Consecutive scheduled workdays do not include statutory holidays, vacation or lieu time for the purpose of this policy.

13. Responsibilities

Council has the authority and responsibility to:

1. Approve Non-Union Salary Administration Policy
2. Determine the inflationary increase to be a to the salary grid having regard to market competitiveness, the pay philosophy, compression issues and ability to pay.

The CAO has the authority and responsibility to:

1. Ensure compliance with the Non-Union Salary Administration Policy
2. Review salary grade and step recommendations for new employees and provide final salary approvals
3. Provide final approval of Acting Pay/Temporary Transfer requests.

Directors have the authority and responsibility to:

1. Make salary grade and step recommendations to the CAO for new employees.
2. Provide approval of Acting Pay/Temporary Transfer request.

Managers have the authority and responsibility to:

1. Make salary grade and step recommendations to the CAO for new employees.

Manager, Human Resources has the authority and responsibility to:

1. Administer and recommend changes to the Salary Administration Policy
2. Acts as Chair of Non-Union Job Evaluation Committee
3. Make salary grade and step recommendations to the CAO for new employees.

Staff have the responsibility to:

1. Abide by and adhere to the Salary Administration Policy

14. References and Related Documents

- Universal Job Evaluation Plan
- Request for Salary Review Form
- Acting Assignment/Temporary Transfer OR Additional Responsibilities Pay Request & Approval Form
- Town of Essex Non-Union Salary Grid
- Town of Essex Pay Equity Plan

CHANGE RECORD LOG

Revision Level	Revision Date	Prepared By: (Position Title)	Approved By: (Position Title)	Description of Change
A	11/22/2021	B. Sieben Manager, HR	D. Sweet CAO	<ul style="list-style-type: none"> • Creation of new policy



Report to Personnel Committee

Department: Human Resources
Date: November 26, 2021
Prepared by: Brandi Sieben
Submitted by: Brandi Sieben
Report Number: Human Resources 2021-03
Subject: HR Policy 03-21- Hybrid Work Model Policy (1 Year Trial)
Number of Pages: 10

Recommendation(s)/Conclusion(s)

It is recommended that:

- i) Human Resources Report 2021-03 be received; and
- ii) That Personnel Committee provide a recommendation for Council approval and adoption of HR Policy 03-21 Hybrid Work Model Policy (1 Year trial).

Reason for the Report

Personnel Committee review is needed to adopt new Corporate HR policies for the Town.

Background

Currently, the Town only has a work from home policy that could be enacted during a declared emergency. As COVID restrictions continue to lift, a wide range of hybrid arrangements have emerged, granting employees flexibility that was seldom offered before. In addition, Windsor and Essex County are currently experiencing a shortage of qualified candidates in the municipal sector, making it a competitive labour market. Providing flexibility like a hybrid work model may assist in retention and recruitment efforts.

The Hybrid Work Model Policy provides the provisions for work from home arrangements, on a one-year basis, at which time the policy will be reviewed by the Senior Management Team.

Financial Impact

There is no financial impact to the implementation of this policy.

Consultations

Lori Chadwick, Director, Development Services

Kevin Girard, Director, Infrastructure Services

Kate Giurissevich, Director, Corporate Services

Doug Sweet, CAO

Link to Strategic Priorities

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

Section:	Human Resources
Subject:	Hybrid Work Model Policy 1 Year Trial from date of Approval
Policy Number:	HR-03-21
Approval Date:	Approved for One (1) Year Trial
Approved By:	
Prepared By:	Brandi Sieben Manager, Human Resources

1.00 Policy Statement

The Town of Essex endeavours to create the most productive work environment possible while keeping with its vision and mission and values. Work from home arrangements can be used to achieve a productive work environment by improving ability to attract, retain and motivate high-performing and experienced employees, reduce absenteeism and increase employee engagement and job satisfaction.

2.00 Purpose

The purpose of this policy is to outline the Town of Essex's provisions for work from home arrangements. The contents within the policy are intended to assist employees and managers to understand work from home arrangements, and how to apply and administer consistently across the organization.

It is important to note that the following standard provisions remain throughout the protocol:

- Not all jobs may be suitable for work from home arrangements;
- Organizational and operations requirements will supersede any and all requests.

3.00 Scope

This policy is being trialed for a period of one (1) year and will be reviewed by the Senior Management Team at the end of the trial period. The policy applies to all full-time permanent non-union Town of Essex employees.

4.00 Definitions

For the purposes of this Policy,

"Designated Remote Workplace" is the remote location of the employee working remotely, usually the employee's home or an approved alternate location that is not a municipal facility.

"Employee" means any non-union, regular, full-time staff member.

"Manager" means a non-union employee to whom an employee directly reports to. This could be an Assistant Manager, Superintendent, Manager, Director, or CAO.

"Regular Scheduled Shift" means the continually recurring pattern of work hours established for a job in each work week.

"Self-Certification Checklist" is a document used to ensure the designated remote workplace meets health and safety standards consistent with a typical office environment.

"Senior Management Team" – the Senior Management Team as referred to under this Policy refers to a team consisting of the Chief Administrative Officer, the Director, Corporate Services, Director, Development Services, Director, Infrastructure Services, Town Solicitor/Clerk of the Town of Essex.

"Standard Business Hours" is defined as 8:30 am to 4:30 pm Monday through Friday.

"Work from Home" means any arrangement in which an employee performs work at their home, for all or a specified portion of the work week. Work from home arrangements is at the manager's discretion and not an employee benefit or right.

Responsibilities

(i) Employee will:

- i. Request eligibility to work from home by submitting a completed Work from Home Request Form to their Manager.
- ii. Take all reasonable precautions to maintain their health and safety while working at home including reviewing the Working at Home General Safety Guidelines and annually complete the Self-Certification Safety Checklist Form.
- iii. In consultation with their manager, define the designated remote workspace within the employee's home where the employee is expected to work and discuss and address any health and safety concerns.
- iv. Follow the pre-approved work from home schedule, understanding that specific work from home days are not guaranteed, and may change week to week.
- v. Remain self-motivated, well-organized, and self-disciplined in their approach to work.
- vi. Ensures service delivery is seamless to all other parties (internal and external) during standard business hours.
- vii. The employee agrees to be flexible with their time and adjust work hours accordingly to meet business emergencies, demands and requirements.
- viii. An employee must be available by telephone, email or virtual connection during their regular scheduled hours, except for their scheduled lunch or break periods. Any changes to their contact information must be reported to their manager immediately.
- ix. Take all reasonable precautions to ensure the security of confidential information including personal information as defined by the Municipal Freedom of Information and Protection of Privacy Act.
- x. Ensure they work their scheduled shift and if requested, and upon request submit a Work Log to their manager at the end of each workday.
- xi. Ensures compliance with the Town's dress code standards.

- xii. Utilizes their web cam/camera for all virtual meetings and Team calls.
- (ii) **Manager or designate will:**
 - i. Responsible for assessing the ability of each employee under their supervision to work from home, taking into consideration their job duties.
 - ii. Annually, approve or deny a request for employee to work from home ensuring the employees eligibility and departmental/divisional coverage.
 - iii. Create a work from home schedule for approved employee(s), that ensures divisional coverage, assess and change schedule as needed.
 - iv. Ensure there is availability of technology to carry out work related duties from the employee work from home location.
 - v. Ensure employees working at home complete the Self-Certification Safety Checklist Form and on an annual basis and forward to Human Resources.
 - vi. Monitor productivity and maintain communication with the employee regardless of employee work arrangements.
 - vii. Ensure other employees are aware of the location and arrangement.
 - viii. Ensure service delivery is seamless to all other parties (internal and external).
 - ix. Ensures the employee is complaint with the terms of the Work from Home Policy.
- (iii) **Director or designate will:**
 - i. In conjunction with the Division Manager's assessment, approve final work from home eligibility for all employees working within their Department.

5.00 Guidelines

Under a work from home arrangement, employees work their regular scheduled shift, outside of a Town of Essex facility, typically in a home office.

Not all jobs or departments are suitable for a work from home arrangement due to the nature of the work performed and operational requirements. Working from home is not a universal employee benefit and any work from home arrangements and schedules must be approved by the Manager with the support of the Director. Work from home arrangements may be cancelled without notice; however, the Town will try to provide

reasonable notice where possible. As working from home is a voluntary choice, employees approved to work from home will be responsible for ensuring they have the right tools and equipment at home to work effectively, efficiently, and safely.

Characteristics of jobs that may be eligible for a work from home arrangement may include jobs:

- i. That are not responsible to provide direct customer service during regular hours of operation.
- ii. That require minimal contact with customers or co-workers, allowing for work to be completed outside the normal hours of operation.
- iii. That are not responsible for the supervision of unionized employees.
- iv. That involve tasks that require a minimum of supervision.
- v. That are project based.

Managers and Directors should consider the following when evaluating a work from home request:

- i. Employees that are considered for work from home must be able to work independently, be self-starters, demonstrate attention to work time and be able to continually meet the productivity requirements of their position.
- ii. The resources that an employee needs to do his/her job must be easily transportable or available electronically.
- iii. Jobs that require physical presence to perform effectively are normally not suitable for work from home.
- iv. Employees who are considered for a work from home arrangement must have an appropriate work area in their homes that considers ergonomics, appropriate equipment, noise and interruption factors. Lighting, internet service, power and temperature control should all be consistent with a typical office environment.
- v. Management may establish additional work rules to support work from home to ensure access, safety and timely completion of work.

- vi. Work from home is not an alternate to child or elder care. If applicable, the employee must make appropriate arrangements for dependent care.
- vii. Employees whose positions that are deemed eligible for work from home arrangements may be approved to work no greater than two (2) occurrences of work from home per work week. An occurrence includes either a full or partial day that is worked from home. Positions that are eligible are not guaranteed two (2) occurrences per week and schedules may change weekly. Any deviation from this policy requires the approval of the CAO.

Health and Safety at Home Workspace

- i. Employees who are approved for a work from home day must have an appropriate work area in their homes that considers ergonomics, appropriate equipment (desk, chair, monitors, etc.), noise and interruption factors. Lighting, internet service, power and temperature control should all be consistent with a typical office environment. Any additional office furniture or equipment that is required to create an at home work area, would be at the cost of the employee. Employees must complete a Self-Certification Safety Checklist with photos of their at home work area, that will be reviewed by their manager and forwarded to Human Resources.
- ii. The Town's liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location since the home office will be considered an extension of the Town's workspace.
- iii. In the case of an injury while working at home, the employee must report the injury to his/her Manager and Human Resources immediately (or as soon as circumstances permit) and complete an Internal Accident/incident Report. An accident investigation will commence.
- iv. A change in an employee's homeowner's insurance or coverage is the responsibility of the employee. Any increases to the employee's home utility costs, including internet costs, are the responsibility of the employee. The Town will not be issuing a T2200 as working from home is not a requirement.

6.00 Confidentiality

Any Town of Essex materials taken home by or sent to the home of the work from home employee shall be kept secure and confidentially and not be accessible to others. Further any and all Town of Essex and /or legislative requirements or obligations as to confidentiality shall remain in effect and extend to the employees' homes.

7.00 Related Policies and Documents

- Ontario Workplace Safety and Insurance Act.
- Employment Standards Act. (ESA)
- Working from Home General Safety Guidelines
- Code of Conduct for Employees
- Self-Certification Safety Checklist
- Work from Home Request Form

8.00 Acknowledgement and Agreement

I, _____ acknowledge that I have read and understand the Work from home Policy of the Town of Essex.

Name: _____

Signature: _____ Date: _____

CHANGE RECORD LOG

Revision Level	Revision Date	Prepared By: (Position Title)	Approved By: (Position Title)	Description of Change
A	10/19/2021	B. Sieben Manager, HR	D. Sweet CAO	<ul style="list-style-type: none">• Creation of New Policy



Work From Home Request Form

Date of Request:

Employee Name:

Position:

Manager:

Director:

The following Town of Essex documents have been reviewed and signed off:

Work from Home Policy: Yes No Self-Certification Safety Checklist: Yes No

Technology Required (If applicable):

Note: Work from home arrangements should not have a significant financial impact to the Town and all technology requests will need to be reviewed by your Director and the IT Division.

Home work area has been identified and photo(s) provided: Yes No

I have read and understand the Work from Home Policy and Working from Home General Safety Guidelines and agree to the terms and conditions (the fine print below) indicated in this request.

Employee Signature: _____ Manager Signature: _____

Department Director (Approval): _____

The Fine Print

1. This is considered a request until signed off by a Department Director.
2. This is a mutual voluntary work from home agreement that can be amended or discontinued by either party at any time.
3. The current work from home policy has been implemented for a one (1) year term, and there is no guarantee or commitment that the policy will continue following the one (1) year review.
4. Adjustments to work from home arrangements may be required on occasion in order to meet business emergencies, operational demands, project requirements, and learning and development sessions.
5. No work from home arrangements will result in additional expenses or costs to the Town of Essex.
6. The work from home arrangement must be compliant with all legislative requirements including the Employment Standards Act and the Occupational Health and Safety Act.
7. The work from home arrangement must be compliant with all Town of policies, procedures and guidelines including Work from Home Policy and Privacy & Security.



Report to Personnel Committee

Department: Human Resources
Date: November 26, 2021
Prepared by: Brandi Sieben
Submitted by: Brandi Sieben
Report Number: Human Resources 2021-04
Subject: Personnel Committee – Terms of Reference
Number of Pages: 4

Recommendation(s)/Conclusion(s)

It is recommended that:

- i) Human Resources Report 2021-04 be received; and
- ii) That Personnel Committee provide a recommendation for Council approval and adoption of Personnel Committee Terms of Reference.

Reason for the Report

Personnel Committee does not currently have a Terms of Reference.

Background

The Town of Essex's Personnel Committee does not currently have a terms of reference. The terms of reference document is intended to act as a guide for the committee while providing important information such as committee mandates and operational procedures.

Financial Impact

There is no financial impact to the implementation of Terms of Reference for Personnel Committee.

Consultations

Doug Sweet, CAO

Link to Strategic Priorities

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



Town of Essex

Personnel Committee Terms of Reference

Purpose

The Personnel Standing Committee has been established to provide governance and oversight of personnel matters within The Town of Essex.

Mandate

The Personnel Standing Committee will, consistent with the purpose described above, undertake the following:

- Review in conjunction with the CAO and Manager, HR the CUPE bargaining process and make recommendations to Council regarding negotiation mandates
- Form the Hiring Committee that will participate in the interview process (per Hiring of Employees Policy – Addendum 1) for CAO, Deputy CAO and Director positions
- Review staffing levels in conjunction with the CAO and Manager, Human Resources and make recommendations to Council
- In conjunction with the CAO, Director, Corporate Services, and Manager, HR review Town of Essex pay philosophy and provides recommendations to council on goals and strategic objective relevant to compensation
- Review non-safety related Corporate Human Resource policies, and make recommendations to Council
- Respond to Council requests for advice and information.

Reports

- Receive reports on recruitment and turnover (annually); and
- Receive summary of employee training (annually).

Size and Membership

The composition of the Committee shall be as follows:

- 3 Members of Council
- Mayor of the Town of Essex, ex officio

Administration Support

- CAO
- Manager, Human Resources

- Human Resources Coordinator/Executive Assistant to the CAO

Municipal staff deemed necessary shall also attend meetings for professional and/or technical support to the committee.

Committee Procedures

- The term of the Personnel Committee shall coincide with the term of Council.
- The Committee shall adhere to the Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards By-Law.
- A Chairperson and Vice Chairperson shall be elected from Council committee members at the first meeting of the term, to preside over meetings and committee business.
- The Committee shall meet as frequently as deemed necessary by the Committee.
- Special meetings will be held at the call of the Chair.
- A quorum of fifty (50) percent plus one (1) must be met in order to proceed with the meeting.
- The Committee shall adhere to the Code of Conduct for Council Members, including when the discussion topics fall under the closed meeting provisions of the Municipal Act, 2001.
- Administrative support to the Committee including the recording of minutes, staff support with meeting preparation, support necessary to convening an accessible meeting and other required supports shall be provided by the Human Resources Division.
- Agendas shall be distributed to committee members in advance of the scheduled meeting date and shall be provided in an alternate format, upon request.
- Minutes will be presented at the next meeting of Council for information purposes and/or where a recommendation has been made to Council.

Meeting Guidelines

The following meeting guidelines will be followed by members of the committee:

- We have a shared responsibility for team process and the work of the committee.
- We will respect the opinions of all members and treat each other with respect.
- We will actively contribute to the discussions.
- We will keep open mind to new and different ideas.
- We will respect the confidentiality of all discussions in the meetings.
- We will use open and honest communications with each other at all times.

Approval of Terms of Reference

Terms of Reference will be reviewed and approved at the first meeting of each new committee term.



October 2021 Bank Payments Report

Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
53552	538436	538436 Ontario Ltd.	October 1, 2021	\$56.50
53553	AMH005	Amherstburg Animal Clinic	October 1, 2021	\$75.00
53554	BAR028	Barker Builds	October 1, 2021	\$3,729.00
53555	BEE008	Beeline Automotive	October 1, 2021	\$1,392.10
53556	BOI002	Boismier, Jason	October 1, 2021	\$500.00
53557	BRU012	J Brush Farms Ltd.	October 1, 2021	\$15,000.00
53558	CAN058	Canada Construction Inc.	October 1, 2021	\$500.00
53559	CAR029	Carstar Essex	October 1, 2021	\$463.30
53560	CDW002	CDW Canada Inc.	October 1, 2021	\$5,371.46
53561	COM023	Commissionaires Ottawa	October 1, 2021	\$3,511.75
53562	CTR001	Canadian Tire #172	October 1, 2021	\$81.78
53563	DIL003	Dilillo, Antonio	October 1, 2021	\$250.00
53564	ESS003	Essex Animal Hospital	October 1, 2021	\$75.00
53565	ESS017	Essex Free Press	October 1, 2021	\$2,242.25
53566	FIS002	Fisher's Regalia	October 1, 2021	\$1,040.47
53567	FLA004	Flaghouse, Inc.	October 1, 2021	\$895.64
53568	FRA011	Francotyp - Postalia Canada In	October 1, 2021	\$101.70
53569	GUL003	Gulf Developments Inc.	October 1, 2021	\$1,000.00
53570	IBR001	Ibrahim, Joseph	October 1, 2021	\$500.00
53571	LAM010	Lamain, Andrew Richard	October 1, 2021	\$250.00
53572	LIN006	Linde Canada Inc.	October 1, 2021	\$523.71
53573	MAR077	Margie's	October 1, 2021	\$141.25
53574	MIL006	Mill-Am Corporation	October 1, 2021	\$3,548.31
53575	MIN001	Minister of Finance	October 1, 2021	\$264,925.00
53576	MUN012	Munger Plumbing & Electric	October 1, 2021	\$33,421.10
53577	NAV001	Navilens Projects Corp.	October 1, 2021	\$239.94
53578	NOA003	Noah Homes	October 1, 2021	\$1,000.00
53579	PUR003	Purdy, Joy Elizabeth	October 1, 2021	\$250.00
53580	QUI003	Quinlan Inc.	October 1, 2021	\$500.00
53581	RUT006	Ruthven Nursery & Garden Centr	October 1, 2021	\$553.68
53582	SAL014	Salisbury, Chet	October 1, 2021	\$1,000.00
53583	SIL002	Silva Homes Inc.	October 1, 2021	\$1,000.00
53584	SNA002	Snap-on Tools	October 1, 2021	\$66.67
53585	SWE016	Sweeper Parts Sales	October 1, 2021	\$1,111.47
53586	TCI001	TCI Titan Contracting Inc.	October 1, 2021	\$1,500.00
53587	TRO010	Troy Life & Fire Safety Ltd.	October 1, 2021	\$722.32
53588	VAL013	Valente Home Development Corp.	October 1, 2021	\$1,000.00
53589	WAL013	Walstedt, Scott	October 1, 2021	\$4,322.25
53590	CAN075	Canadian Safety Supplies	October 7, 2021	\$2,789.77
53591	CDW002	CDW Canada Inc.	October 7, 2021	\$13,654.50
53592	CEN014	Central Animal Hospital	October 7, 2021	\$1,575.00
53593	DEM006	Demars, Roger	October 7, 2021	\$350.00
53594	DEM008	Demars, Rachelle	October 7, 2021	\$4,000.00
53595	DIG003	Bart DiGiovanni Construction L	October 7, 2021	\$1,000.00
53596	DRO007	Drouillard, Joseph Ernest	October 7, 2021	\$500.00
53597	ERC001	Essex Region Conservation Auth	October 7, 2021	\$500.00
53598	ESS097	Essex Region Conservation Foun	October 7, 2021	\$500.00
53599	GRE029	Greenlight General Contracting	October 7, 2021	\$128,650.50
53600	HEW001	Jeffrey J. Hewitt, Lawyer	October 7, 2021	\$4,303.05
53601	JIR001	Jireh Tools	October 7, 2021	\$138.92
53602	KEN001	Ken Knapp Ford Sales Ltd	October 7, 2021	\$51,854.52
53603	LEA005	Leamington International Truck	October 7, 2021	\$259.58
53604	LIN006	Linde Canada Inc.	October 7, 2021	\$166.17
53605	LOU004	Lounsbury, Melissa Anne	October 7, 2021	\$250.00
53607	RET001	Rettig, David	October 7, 2021	\$1,000.00
53608	SEX001	Sexauer Ltd	October 7, 2021	\$347.41
53609	THA005	Thai, Laura	October 7, 2021	\$250.00
53610	VAL013	Valente Home Development Corp.	October 7, 2021	\$1,000.00
53611	VUK001	Vuksan, Ivan John	October 7, 2021	\$500.00
53612	WAR006	Ward, Sylvia	October 7, 2021	\$150.00
53613	WIN082	Windsor-Essex County Associati	October 7, 2021	\$226.00
53614	ADA013	Adam, Bryan	October 14, 2021	\$500.00
53615	CAZ003	Caza, Erroll Lee	October 14, 2021	\$500.00
53616	CLI003	Clifford, Richard Henry	October 14, 2021	\$500.00
53617	COM008	Computer Plug Inc.	October 14, 2021	\$429.37



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
53618	CTR001	Canadian Tire #172	October 14, 2021	\$823.90
53619	DEP002	Dependable Emergency Vehicles	October 14, 2021	\$789.87
53620	ESS052	Essex Area Food Bank	October 14, 2021	\$300.00
53621	ESS098	Essex Centre B.I.A	October 14, 2021	\$10,000.00
53622	FAM002	Family Services Windsor-Essex	October 14, 2021	\$2,317.50
53623	FLA004	Flaghouse, Inc.	October 14, 2021	\$72.86
53624	GIN001	Ginger's House of Flowers	October 14, 2021	\$150.00
53625	INT022	International Fleet Services L	October 14, 2021	\$522.06
53626	KEN001	Ken Knapp Ford Sales Ltd	October 14, 2021	\$28,911.89
53627	LAB018	Dr. Laba-Kaczmarek Medical Gro	October 14, 2021	\$3,500.00
53628	LIN006	Linde Canada Inc.	October 14, 2021	\$643.43
53629	MIC006	Michelin North America (Canada	October 14, 2021	\$978.63
53630	MUN012	Munger Plumbing & Electric	October 14, 2021	\$2,876.67
53631	REC003	Receiver General for Canada	October 14, 2021	\$3,244.48
53632	ROY001	Royal Canadian Legion Branch 2	October 14, 2021	\$75.00
53633	STA035	Stajfer, Emily	October 14, 2021	\$41.00
53634	UCG001	UCG Land Inc.	October 14, 2021	\$2,000.00
53635	VAL014	Vallance, David	October 14, 2021	\$250.00
53636	WIN061	Windsor Parade Corporation	October 14, 2021	\$12,000.00
53637	ABE001	Abell Pest Control	October 21, 2021	\$74.89
53638	BEE008	Beeline Automotive	October 21, 2021	\$1,127.49
53639	ESS098	Essex Centre B.I.A	October 21, 2021	\$15,000.00
53640	FIS002	Fisher's Regalia	October 21, 2021	\$207.41
53641	GRE022	Green Stream Lawn & Vegetation	October 21, 2021	\$52,185.67
53642	INT021	Intrepid General Limited	October 21, 2021	\$29,845.23
53643	KRO001	Krown Leamington	October 21, 2021	\$152.55
53644	MUR009	Murray Mills Excavating & Truc	October 21, 2021	\$119,769.04
53645	OKT001	O.K. Tire & Auto Service	October 21, 2021	\$288.60
53646	QUI003	Quinlan Inc.	October 21, 2021	\$24,978.65
53647	ROY007	The Royal Canadian Legion, Bra	October 21, 2021	\$45.00
53648	TEC004	Technical Standards & Safety A	October 21, 2021	\$655.00
53649	THE011	The Storage Box	October 21, 2021	\$480.25
53650	TIN001	Tintline Window Films	October 21, 2021	\$339.00
53651	IGL001	Igloo Inc.	October 21, 2021	\$8,754.34
53652	MIN004	Minister of Finance/MTO	October 26, 2021	\$19,193.50
53692	ANT011	Antunes, Liliana	October 28, 2021	\$200.00
53693	ARM010	Armstrong, Gary Alan	October 28, 2021	\$80.00
53694	AYL001	Aylesworth General Contracting	October 28, 2021	\$5,252.24
53695	BEA016	Bear Construction & Engineerin	October 28, 2021	\$312,758.01
53696	BRA024	Brady's Pharmacy 1544867 Ont.	October 28, 2021	\$1,500.00
53697	BRA031	Brady, Gregory Scott	October 28, 2021	\$250.00
53698	BRA032	Bracewell, Christine	October 28, 2021	\$1,500.00
53699	CAN058	Canada Construction Inc.	October 28, 2021	\$500.00
53700	CEN014	Central Animal Hospital	October 28, 2021	\$825.00
53701	CFC003	CFC Supply	October 28, 2021	\$290.41
53702	CHA023	Chartier, Brandon	October 28, 2021	\$80.00
53703	CHA040	Chaisson, Matthew Robert	October 28, 2021	\$500.00
53704	CTR001	Canadian Tire #172	October 28, 2021	\$522.67
53705	ERC001	Essex Region Conservation Auth	October 28, 2021	\$41,084.25
53706	ESS045	Essex County Agricultural Hall	October 28, 2021	\$25.00
53707	FER025	Fernandes, Fernando	October 28, 2021	\$500.00
53708	FON001	Fontasy Sign & Display Inc.	October 28, 2021	\$1,963.94
53709	FUR004	Furtado, Haley Marie	October 28, 2021	\$500.00
53710	HIT001	Hi-Tech Fuel Systems Inc.	October 28, 2021	\$1,296.68
53711	JEF004	Jeff Smith's County Chevrolet	October 28, 2021	\$117.29
53712	JEN006	Jenino HVAC & Electromechanica	October 28, 2021	\$1,977.50
53713	KLI010	Klie, James Peter	October 28, 2021	\$5,000.00
53714	LAD002	Ladarski, Michael	October 28, 2021	\$500.00
53715	LIN006	Linde Canada Inc.	October 28, 2021	\$385.85
53716	MCL027	McLean, Mark	October 28, 2021	\$1,500.00
53717	MEL023	Meloche, James	October 28, 2021	\$75.00
53718	MES005	Meszaros, Melany	October 28, 2021	\$135.10
53719	MIN004	Minister of Finance	October 28, 2021	\$1,106.00
53720	MUN017	MISA Ontario	October 28, 2021	\$503.98
53721	PHO005	Phoenix Drainage (2019) Ltd.	October 28, 2021	\$445.00



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
53722	POD001	Podhraski, Marlon	October 28, 2021	\$1,000.00
53723	PRI031	Prieur, Kelly (Petty Cash)	October 28, 2021	\$100.00
53724	SAN023	Sand Dollar Farms Inc.	October 28, 2021	\$500.00
53725	SEX002	Sexton, Ashley	October 28, 2021	\$144.06
53726	SKA001	Skate Harrow	October 28, 2021	\$621.00
53727	STV001	St. Vincent de Paul - McGregor	October 28, 2021	\$400.00
53728	THE003	The Glass Master	October 28, 2021	\$508.50
53729	ULI002	Uline Canada Corporation	October 28, 2021	\$2,150.64
53730	WIN083	Windsor Concrete & Constructio	October 28, 2021	\$296,200.26
EFT005381	ADV008	Advantage Cochrane Sport Inc.	October 1, 2021	\$53,722.71
EFT005382	AFF004	Affleck, Jay	October 1, 2021	\$288.49
EFT005383	ANC001	Anchem Sales	October 1, 2021	\$827.04
EFT005384	AON002	Aon Reed Stenhouse Inc.	October 1, 2021	\$29,079.00
EFT005385	APP005	Applied Computer Solutions Inc	October 1, 2021	\$30,153.76
EFT005386	ARC004	Architecttura	October 1, 2021	\$6,497.50
EFT005387	BAI009	Giurissevich, Kate	October 1, 2021	\$62.36
EFT005388	BEZ001	Bezaire, Mike	October 1, 2021	\$3,888.03
EFT005389	CAD002	Caduceon Enterprises Inc.	October 1, 2021	\$2,560.58
EFT005390	CEN015	CentralSquare Canada Software	October 1, 2021	\$57,977.89
EFT005391	CLS001	Canadian Linen and Uniform Ser	October 1, 2021	\$621.90
EFT005392	DIL001	Dillon Consulting Ltd.	October 1, 2021	\$722.07
EFT005393	EMC002	EMCO Corporation	October 1, 2021	\$1,196.27
EFT005394	EMP003	Empire Communications	October 1, 2021	\$556.89
EFT005395	ESS084	Essex County K9 Services	October 1, 2021	\$2,629.86
EFT005396	FAS002	Fastenal Canada, Ltd	October 1, 2021	\$54.56
EFT005397	GAL005	Gallant, Tanner	October 1, 2021	\$112.99
EFT005398	GRE001	Great Lakes Safety Products	October 1, 2021	\$216.30
EFT005399	HAM010	Hamilton, Nathan	October 1, 2021	\$332.54
EFT005400	HEA002	Heaton Sanitation	October 1, 2021	\$2,567.94
EFT005401	HHH001	Harrow Home Hardware	October 1, 2021	\$1,402.79
EFT005402	JCS001	J.C.S. Construction Inc.	October 1, 2021	\$561,875.89
EFT005403	KEL015	Kelcom - Radio Division	October 1, 2021	\$2,778.67
EFT005404	LAS001	Laser Art Inc	October 1, 2021	\$468.32
EFT005405	LEK001	Lekter Industrial Services Inc	October 1, 2021	\$1,810.26
EFT005406	LIF001	Lifesaving Society	October 1, 2021	\$331.20
EFT005407	MAR083	Martin & Levesque Inc	October 1, 2021	\$5,744.81
EFT005408	ONT016	Ontario Clean Water Agency	October 1, 2021	\$10,735.50
EFT005409	PLA009	Playcheck Services Inc.	October 1, 2021	\$226.00
EFT005410	RCA001	RCAP Leasing Inc.	October 1, 2021	\$394.77
EFT005411	RCS001	RC Spencer Associates Inc.	October 1, 2021	\$711.90
EFT005412	REA016	Realtax Inc.	October 1, 2021	\$1,892.75
EFT005413	RES002	Resurfice Corp.	October 1, 2021	\$128.59
EFT005414	ROL005	Roles, Breanna	October 1, 2021	\$320.96
EFT005415	SAF002	Safedesign Apparel Ltd	October 1, 2021	\$46,843.14
EFT005416	SCL001	Stantec Consulting Ltd.	October 1, 2021	\$51,220.80
EFT005417	SNY001	Snyder Automotive	October 1, 2021	\$1,281.60
EFT005418	SOU041	Southpoint Equipment	October 1, 2021	\$1,901.65
EFT005419	WAD001	Waddick Fuels	October 1, 2021	\$5,437.70
EFT005420	WIN010	Windsor-Essex County Humane So	October 1, 2021	\$225.00
EFT005421	WIN058	Windsor Tire Inc	October 1, 2021	\$420.83
EFT005422	WOL002	Wolf Hooker Professional Corpo	October 1, 2021	\$49.27
EFT005423	XER001	Xerox Canada	October 1, 2021	\$2,150.70
EFT005424	APP005	Applied Computer Solutions Inc	October 7, 2021	\$73.73
EFT005425	BEZ001	Bezaire, Mike	October 7, 2021	\$2,939.36
EFT005426	BLA019	Blais, Katie Rose	October 7, 2021	\$500.00
EFT005427	CEN015	CentralSquare Canada Software	October 7, 2021	\$6,780.00
EFT005428	CIM001	CIMCO Refrigeration	October 7, 2021	\$1,324.92
EFT005429	CIN001	Cintas Canada Limited	October 7, 2021	\$2,070.77
EFT005430	COR004	Corporate Billing	October 7, 2021	\$1,301.40
EFT005431	CTY001	The Corporation of the City of	October 7, 2021	\$59.33
EFT005432	DAV013	Davey Tree Expert Co. of Canad	October 7, 2021	\$1,017.00
EFT005433	DEG001	Degoey's Nursery & Flowers	October 7, 2021	\$2,275.82
EFT005434	DEM007	DeMars, Logan	October 7, 2021	\$1,123.85
EFT005435	ECO002	Economy Rental Centre	October 7, 2021	\$79.10
EFT005436	EMC002	EMCO Corporation	October 7, 2021	\$245.72



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT005437	FEE001	The Feed Store	October 7, 2021	\$27.12
EFT005438	GRE001	Great Lakes Safety Products	October 7, 2021	\$182.64
EFT005439	GRE004	Greg Bailey Limited	October 7, 2021	\$224.85
EFT005440	GRE005	Green Shield Canada	October 7, 2021	\$51,494.45
EFT005441	HER005	Hernandez Sanitation Services	October 7, 2021	\$418.10
EFT005442	JEF003	Jeffrey, Ed	October 7, 2021	\$348.00
EFT005443	JOH017	Johnson Controls #T6067	October 7, 2021	\$3,897.37
EFT005444	KEN002	Ken Lapain & Sons Ltd.	October 7, 2021	\$796.16
EFT005445	LAS001	Laser Art Inc	October 7, 2021	\$85.15
EFT005446	LEA001	Leamington Equipment Rentals	October 7, 2021	\$1,706.08
EFT005447	LIF001	Lifesaving Society	October 7, 2021	\$278.35
EFT005448	NEL002	Nella Cutlery (Hamilton) Inc.	October 7, 2021	\$118.65
EFT005449	PUR001	Purolator Inc.	October 7, 2021	\$127.78
EFT005450	RCS001	RC Spencer Associates Inc.	October 7, 2021	\$819.25
EFT005451	REA016	Realtax Inc.	October 7, 2021	\$7,130.30
EFT005452	REG001	Reg Clark Truck Ltd	October 7, 2021	\$387.59
EFT005453	REN002	Larry Renaud Ford & RV Sales	October 7, 2021	\$77.24
EFT005454	RES006	Rescue Canada Resource Group I	October 7, 2021	\$440.70
EFT005455	ROO002	Rood Engineering	October 7, 2021	\$7,426.36
EFT005456	SCL001	Stantec Consulting Ltd.	October 7, 2021	\$31,463.75
EFT005457	SMA008	Smartcell Communications Inc.	October 7, 2021	\$59.31
EFT005458	SNI001	Snively, Lawrence	October 7, 2021	\$275.53
EFT005459	SOU007	Southwestern Sales Corporation	October 7, 2021	\$1,589.76
EFT005460	SOU041	Southpoint Equipment	October 7, 2021	\$229.54
EFT005461	SWE004	Sweet, Doug	October 7, 2021	\$404.74
EFT005462	WIN005	WFS Ltd	October 7, 2021	\$4,249.74
EFT005463	WIN010	Windsor-Essex County Humane So	October 7, 2021	\$350.00
EFT005464	APP005	Applied Computer Solutions Inc	October 14, 2021	\$22,555.64
EFT005465	AQU001	Aquam Inc	October 14, 2021	\$384.06
EFT005466	AUT001	Auto Barn Parts	October 14, 2021	\$120.90
EFT005467	BOW001	Bowman, Morley	October 14, 2021	\$138.87
EFT005468	CIN001	Cintas Canada Limited	October 14, 2021	\$261.64
EFT005469	CLA007	Classic Displays	October 14, 2021	\$22,876.85
EFT005470	CLS001	Canadian Linen and Uniform Ser	October 14, 2021	\$397.92
EFT005471	COL001	Colenutt Signs Limited	October 14, 2021	\$1,655.45
EFT005472	COR004	Corporate Billing	October 14, 2021	\$108.75
EFT005473	CUL001	Culligan Water	October 14, 2021	\$122.30
EFT005474	DAV013	Davey Tree Expert Co. of Canad	October 14, 2021	\$9,944.00
EFT005475	DIE010	Diemer, Mike	October 14, 2021	\$264.00
EFT005476	ECO002	Economy Rental Centre	October 14, 2021	\$39.55
EFT005477	EMP003	Empire Communications	October 14, 2021	\$805.49
EFT005478	EMP006	Empire Business Continuity Con	October 14, 2021	\$536.07
EFT005479	ESS017	The Essex Free Press Ltd.	October 14, 2021	\$554.23
EFT005480	ESS030	Essex Windsor Solid Waste Auth	October 14, 2021	\$92,237.71
EFT005481	EVA001	Evans Utility & Municipal Prod	October 14, 2021	\$11,810.20
EFT005482	FAS002	Fastenal Canada, LTD	October 14, 2021	\$126.71
EFT005483	FEE001	The Feed Store	October 14, 2021	\$124.87
EFT005484	GRE001	Great Lakes Safety Products	October 14, 2021	\$269.31
EFT005485	GRE003	Greater Essex County District	October 14, 2021	\$4,082.83
EFT005486	HAL015	Haller Mechanical Contractors	October 14, 2021	\$235.71
EFT005487	HAR001	The Harrow News & County Print	October 14, 2021	\$766.43
EFT005488	HHH001	Harrow Home Hardware	October 14, 2021	\$250.00
EFT005489	JAC001	Jack's Auto Service	October 14, 2021	\$907.04
EFT005490	JOH017	Johnson Controls #T6067	October 14, 2021	\$1,808.00
EFT005491	KRI004	Kris Kelly Signs Windsor Ltd	October 14, 2021	\$480.25
EFT005492	LAS001	Laser Art Inc	October 14, 2021	\$20.28
EFT005493	LEK001	Lekter Industrial Services Inc	October 14, 2021	\$4,192.30
EFT005494	LIF001	Lifesaving Society	October 14, 2021	\$3,957.02
EFT005495	MCC027	McCoy, Matt	October 14, 2021	\$23.75
EFT005496	MER001	Merchants Paper Company Windso	October 14, 2021	\$676.76
EFT005497	MON001	Monarch Office Supply Inc.	October 14, 2021	\$1,386.27
EFT005498	NEX002	Nexgen Municipal	October 14, 2021	\$4,470.09
EFT005499	ONT016	Ontario Clean Water Agency	October 14, 2021	\$4,341.72
EFT005500	PUR001	Purolator Inc.	October 14, 2021	\$62.00
EFT005501	SAF002	Safedesign Apparel Ltd	October 14, 2021	\$1,447.82



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT005502	SOU007	Southwestern Sales Corporation	October 14, 2021	\$6,658.84
EFT005503	TEA001	Team Truck Centres	October 14, 2021	\$1,580.11
EFT005504	TUC001	Tucker Electric Ltd	October 14, 2021	\$1,063.33
EFT005505	WIN010	Windsor-Essex County Humane So	October 14, 2021	\$300.00
EFT005506	WOL004	Wolseley Canada Inc	October 14, 2021	\$193.29
EFT005507	XER001	Xerox Canada	October 14, 2021	\$1,075.91
EFT005508	AGR002	Agris Co-Operative Ltd.	October 21, 2021	\$9,752.91
EFT005509	BAI011	Baillargeon, Kelly	October 21, 2021	\$135.11
EFT005510	BEZ001	Bezaire, Mike	October 21, 2021	\$3,888.03
EFT005511	CAR011	Carrier Centers	October 21, 2021	\$2,479.10
EFT005512	CIM001	CIMCO Refrigeration	October 21, 2021	\$425.16
EFT005513	CIN001	Cintas Canada Limited	October 21, 2021	\$45.20
EFT005514	CLS001	Canadian Linen and Uniform Ser	October 21, 2021	\$207.20
EFT005515	COM030	Commercial Cleaning Services	October 21, 2021	\$2,361.70
EFT005516	COR004	Corporate Billing	October 21, 2021	\$4,960.69
EFT005517	CUL001	Culligan Water	October 21, 2021	\$31.58
EFT005518	CUP001	Canadian Union of Public Emplo	October 21, 2021	\$2,946.17
EFT005519	DAV013	Davey Tree Expert Co. of Canad	October 21, 2021	\$1,130.00
EFT005520	DIL001	Dillon Consulting Ltd.	October 21, 2021	\$26,873.90
EFT005521	ENE003	Energy Network Services Inc.	October 21, 2021	\$12,345.30
EFT005522	ERI009	Erie North Shore Minor Hockey	October 21, 2021	\$3,550.50
EFT005523	ESS017	The Essex Free Press Ltd.	October 21, 2021	\$609.58
EFT005524	ESS019	Essex Home Hardware	October 21, 2021	\$2,644.28
EFT005525	ESS084	Essex County K9 Services	October 21, 2021	\$395.50
EFT005526	GAL005	Gallant, Tanner	October 21, 2021	\$12.00
EFT005527	GCD001	G. C. Duke Equipment Ltd	October 21, 2021	\$4,633.00
EFT005528	GRE003	Greater Essex County District	October 21, 2021	\$6,930.52
EFT005529	HAL015	Haller Mechanical Contractors	October 21, 2021	\$40.86
EFT005530	HEA002	Heaton Sanitation	October 21, 2021	\$966.15
EFT005531	HOL001	Holland Cleaning Solutions Ltd	October 21, 2021	\$4,050.62
EFT005532	HUR007	Hurricane SMS Inc.	October 21, 2021	\$1,302.33
EFT005533	INT013	International Fabricating & Ma	October 21, 2021	\$330.53
EFT005534	JAC001	Jack's Auto Service	October 21, 2021	\$1,356.54
EFT005535	JJL001	J & J Lepera Infrastructures I	October 21, 2021	\$6,780.00
EFT005536	JUT001	Jutzi Water Technologies	October 21, 2021	\$384.20
EFT005537	KEL001	Kelcom - Windsor Copier Inc.	October 21, 2021	\$43.02
EFT005538	KIN009	Kingsville Roofing	October 21, 2021	\$3,321.47
EFT005539	LEK001	Lekter Industrial Services Inc	October 21, 2021	\$2,243.06
EFT005540	LIF001	Lifesaving Society	October 21, 2021	\$1,499.25
EFT005541	MER001	Merchants Paper Company Windso	October 21, 2021	\$242.49
EFT005542	MOR009	Morassut, Jake	October 21, 2021	\$1,474.65
EFT005543	NEP003	Neptune Security Services Inc	October 21, 2021	\$12,475.20
EFT005544	OME001	OMERS	October 21, 2021	\$98,418.10
EFT005545	ONT016	Ontario Clean Water Agency	October 21, 2021	\$4,912.54
EFT005546	ONT026	Ontario One Call Ltd	October 21, 2021	\$321.26
EFT005547	REA016	Realtax Inc.	October 21, 2021	\$943.55
EFT005548	SEC002	Security One Alarm Systems Ltd	October 21, 2021	\$345.59
EFT005549	SUN010	Sunparlour Locksmiths Mobile S	October 21, 2021	\$192.04
EFT005551	THY001	TK Elevator (Canada) Limited	October 21, 2021	\$813.60
EFT005552	TSC002	Peavey Industries LP	October 21, 2021	\$49.56
EFT005553	WAD001	Waddick Fuels	October 21, 2021	\$4,659.67
EFT005554	WAT007	Water & Ice North America Inc	October 21, 2021	\$84.05
EFT005555	WAV002	Wave Direct Telecommunications	October 21, 2021	\$347.71
EFT005556	WOL004	Wolseley Canada Inc	October 21, 2021	\$4,972.00
EFT005557	XER001	Xerox Canada	October 21, 2021	\$101.23
EFT005558	538436	538436 Ontario Ltd.	October 28, 2021	\$56.50
EFT005559	AJS001	A. J. Stone Company Ltd.	October 28, 2021	\$1,636.21
EFT005560	APP005	Applied Computer Solutions Inc	October 28, 2021	\$1,504.14
EFT005561	ARC004	Architecttura	October 28, 2021	\$2,754.38
EFT005562	BEZ001	Bezaire, Mike	October 28, 2021	\$3,735.86
EFT005563	BRA029	Brandt	October 28, 2021	\$176.27
EFT005564	CLS001	Canadian Linen and Uniform Ser	October 28, 2021	\$728.79
EFT005565	COM030	Commercial Cleaning Services	October 28, 2021	\$5,555.54
EFT005566	COR004	Corporate Billing	October 28, 2021	\$197.31
EFT005567	CTS001	County Towing Inc.	October 28, 2021	\$444.60



General Account Cheque Register for October 2021

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT005568	EMC002	EMCO Corporation	October 28, 2021	\$1,921.00
EFT005569	EMP003	Empire Communications	October 28, 2021	\$1,616.13
EFT005570	EMP006	Empire Business Continuity Con	October 28, 2021	\$536.07
EFT005571	ESB001	Hubb-Cap Limited	October 28, 2021	\$6,972.21
EFT005572	ESS019	Essex Home Hardware	October 28, 2021	\$601.92
EFT005573	ESS084	Essex County K9 Services	October 28, 2021	\$2,629.86
EFT005574	FEE001	The Feed Store	October 28, 2021	\$1,186.44
EFT005575	GRE004	Greg Bailey Limited	October 28, 2021	\$54.33
EFT005576	HHH001	Harrow Home Hardware	October 28, 2021	\$777.64
EFT005577	HUR007	Hurricane SMS Inc.	October 28, 2021	\$1,779.75
EFT005578	INL001	Inland Liferrafts & Marine Limi	October 28, 2021	\$147.61
EFT005579	JCS001	J.C.S. Construction Inc.	October 28, 2021	\$380,919.14
EFT005580	JUT001	Jutzi Water Technologies	October 28, 2021	\$96.05
EFT005581	LAS001	Laser Art Inc	October 28, 2021	\$20.28
EFT005582	LAW010	Lawns R Us	October 28, 2021	\$7,294.15
EFT005583	LIF001	Lifesaving Society	October 28, 2021	\$908.10
EFT005584	MCT001	McTague Law Firm LLP	October 28, 2021	\$605.91
EFT005585	MER001	Merchants Paper Company Windso	October 28, 2021	\$389.75
EFT005586	NEL002	Nella Cutlery (Hamilton) Inc.	October 28, 2021	\$79.10
EFT005587	OIL002	The Oil Change Place	October 28, 2021	\$61.86
EFT005588	ONT016	Ontario Clean Water Agency	October 28, 2021	\$66,011.81
EFT005589	ONT026	Ontario One Call Ltd	October 28, 2021	\$311.94
EFT005590	PUR001	Purolator Inc.	October 28, 2021	\$222.44
EFT005591	RCS001	RC Spencer Associates Inc.	October 28, 2021	\$5,348.01
EFT005592	SKY004	SkyMobile	October 28, 2021	\$2,635.16
EFT005593	SMA008	Smartcell Communications Inc.	October 28, 2021	\$46.60
EFT005594	STE004	Stewart Gilbert Limited	October 28, 2021	\$949.20
EFT005595	SWE016	Sweeper Parts Sales	October 28, 2021	\$2,084.85
EFT005596	TRO010	Troy Life & Fire Safety Ltd.	October 28, 2021	\$152.39
EFT005597	TWO001	Two Way Automotive	October 28, 2021	\$26.67
EFT005598	WAV002	Wave Direct Telecommunications	October 28, 2021	\$51,141.46
EFT005599	WIN005	WFS Ltd	October 28, 2021	\$252.08
EFT005600	WIN010	Windsor-Essex County Humane So	October 28, 2021	\$550.00
EFT005601	WOR010	Work Authority	October 28, 2021	\$279.66
EFT005602	XER001	Xerox Canada	October 28, 2021	\$876.85
Total Cheques				\$3,628,958.01



Preauthorized Payments for October 2021

Date	Vendor	Description	Amount
October 15, 2021	957590 Global Leasing	Bill Payment	\$319.89
October 4, 2021	API Alarm Monitoring	Miscellaneous Payment	\$22.60
October 1, 2021	Allstream	Bill Payment	\$45.60
October 6, 2021	Allstream	Bill Payment	\$74.95
October 6, 2021	Allstream	Bill Payment	\$74.95
October 6, 2021	Allstream	Bill Payment	\$76.91
October 6, 2021	Allstream	Bill Payment	\$138.66
October 14, 2021	Allstream	Bill Payment	\$70.68
October 14, 2021	Allstream	Bill Payment	\$70.68
October 14, 2021	Allstream	Bill Payment	\$71.20
October 14, 2021	Allstream	Bill Payment	\$79.29
October 14, 2021	Allstream	Bill Payment	\$79.72
October 14, 2021	Allstream	Bill Payment	\$81.67
October 14, 2021	Allstream	Bill Payment	\$130.12
October 14, 2021	Allstream	Bill Payment	\$184.68
October 25, 2021	Allstream	Bill Payment	\$71.50
October 25, 2021	Allstream	Bill Payment	\$111.05
October 25, 2021	Allstream	Bill Payment	\$243.76
October 28, 2021	Allstream	Bill Payment	\$45.31
October 15, 2021	BAM Fee	Lease Payment	\$11.50
October 4, 2021	Bell Canada	Bill Payment	\$385.80
October 13, 2021	Bell Canada	Bill Payment	\$163.10
October 19, 2021	Bell Canada	Bill Payment	\$226.96
October 25, 2021	Bell Canada	Bill Payment	\$68.77
October 25, 2021	Bell Canada	Bill Payment	\$102.52
October 25, 2021	Bell Canada	Bill Payment	\$164.92
October 25, 2021	Bell Canada	Bill Payment	\$200.10
October 26, 2021	Bell Canada	Bill Payment	\$81.38
October 4, 2021	Cogeco Connexion	Bill Payment	\$208.99
October 7, 2021	Cogeco Connexion	Bill Payment	\$169.44
October 8, 2021	Cogeco Connexion	Bill Payment	\$141.13
October 12, 2021	Cogeco Connexion	Bill Payment	\$137.74
October 21, 2021	Cogeco Connexion	Bill Payment	\$101.64
October 27, 2021	Cogeco Connexion	Bill Payment	\$124.24
October 29, 2021	Cogeco Connexion	Bill Payment	\$124.24
October 4, 2021	Dell Finance	Lease Payment	\$87.22
October 18, 2021	Dell Finance	Lease Payment	\$699.43
October 20, 2021	Dell Finance	Lease Payment	\$4,589.96
October 21, 2021	Dell Finance	Lease Payment	\$164.77
October 26, 2021	Dell Finance	Lease Payment	\$2,490.73
October 20, 2021	ELK Energy	Bill Payment	\$14.18
October 20, 2021	ELK Energy	Bill Payment	\$17.08
October 20, 2021	ELK Energy	Bill Payment	\$17.08
October 20, 2021	ELK Energy	Bill Payment	\$17.28
October 20, 2021	ELK Energy	Bill Payment	\$18.26
October 20, 2021	ELK Energy	Bill Payment	\$18.51
October 20, 2021	ELK Energy	Bill Payment	\$20.08
October 20, 2021	ELK Energy	Bill Payment	\$20.99
October 20, 2021	ELK Energy	Bill Payment	\$21.73
October 20, 2021	ELK Energy	Bill Payment	\$23.82
October 20, 2021	ELK Energy	Bill Payment	\$25.80
October 20, 2021	ELK Energy	Bill Payment	\$25.92
October 20, 2021	ELK Energy	Bill Payment	\$26.22
October 20, 2021	ELK Energy	Bill Payment	\$30.50
October 20, 2021	ELK Energy	Bill Payment	\$34.57
October 20, 2021	ELK Energy	Bill Payment	\$44.54
October 20, 2021	ELK Energy	Bill Payment	\$44.81
October 20, 2021	ELK Energy	Bill Payment	\$45.20
October 20, 2021	ELK Energy	Bill Payment	\$48.75
October 20, 2021	ELK Energy	Bill Payment	\$49.55



Preauthorized Payments for October 2021

Date	Vendor	Description	Amount
October 20, 2021	ELK Energy	Bill Payment	\$51.25
October 20, 2021	ELK Energy	Bill Payment	\$63.01
October 20, 2021	ELK Energy	Bill Payment	\$73.40
October 20, 2021	ELK Energy	Bill Payment	\$79.13
October 20, 2021	ELK Energy	Bill Payment	\$109.36
October 20, 2021	ELK Energy	Bill Payment	\$109.47
October 20, 2021	ELK Energy	Bill Payment	\$114.89
October 20, 2021	ELK Energy	Bill Payment	\$116.05
October 20, 2021	ELK Energy	Bill Payment	\$120.58
October 20, 2021	ELK Energy	Bill Payment	\$129.58
October 20, 2021	ELK Energy	Bill Payment	\$139.45
October 20, 2021	ELK Energy	Bill Payment	\$139.45
October 20, 2021	ELK Energy	Bill Payment	\$198.74
October 20, 2021	ELK Energy	Bill Payment	\$205.39
October 20, 2021	ELK Energy	Bill Payment	\$214.67
October 20, 2021	ELK Energy	Bill Payment	\$215.81
October 20, 2021	ELK Energy	Bill Payment	\$222.12
October 20, 2021	ELK Energy	Bill Payment	\$228.83
October 20, 2021	ELK Energy	Bill Payment	\$235.57
October 20, 2021	ELK Energy	Bill Payment	\$303.25
October 20, 2021	ELK Energy	Bill Payment	\$326.08
October 20, 2021	ELK Energy	Bill Payment	\$695.67
October 20, 2021	ELK Energy	Bill Payment	\$1,014.18
October 20, 2021	ELK Energy	Bill Payment	\$1,179.51
October 20, 2021	ELK Energy	Bill Payment	\$1,192.08
October 20, 2021	ELK Energy	Bill Payment	\$1,529.81
October 20, 2021	ELK Energy	Bill Payment	\$1,574.38
October 20, 2021	ELK Energy	Bill Payment	\$2,642.38
October 20, 2021	ELK Energy	Bill Payment	\$3,509.49
October 20, 2021	ELK Energy	Bill Payment	\$7,184.29
October 20, 2021	ELK Energy	Bill Payment	\$7,917.68
October 20, 2021	ELK Energy	Bill Payment	\$8,224.57
October 20, 2021	ELK Energy	Bill Payment	\$8,364.88
October 20, 2021	ELK Energy	Bill Payment	\$22,649.41
October 28, 2021	ELK Energy	Bill Payment	\$1,857.29
October 1, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.84
October 1, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$278.09
October 6, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$34.58
October 7, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$25.84
October 7, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$36.48
October 7, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$38.75
October 12, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$36.13
October 12, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$37.62
October 12, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$185.22
October 25, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$42.85
October 26, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$53.99
October 26, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$153.96
October 27, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$118.93
October 28, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$34.57
October 28, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$161.17
October 28, 2021	Enbridge Gas Inc. (Union Gas)	Bill Payment	\$491.44
October 1, 2021	Hydro One	Bill Payment	\$2,004.52
October 4, 2021	Hydro One	Bill Payment	\$44.49
October 12, 2021	Hydro One	Bill Payment	\$156.36
October 12, 2021	Hydro One	Bill Payment	\$217.86
October 12, 2021	Hydro One	Bill Payment	\$3,728.77
October 12, 2021	Hydro One	Bill Payment	\$6,083.39
October 12, 2021	Hydro One	Bill Payment	\$6,426.41
October 14, 2021	Hydro One	Bill Payment	\$6.64
October 14, 2021	Hydro One	Bill Payment	\$144.58



Preauthorized Payments for October 2021

Date	Vendor	Description	Amount
October 14, 2021	Hydro One	Bill Payment	\$638.73
October 18, 2021	Hydro One	Bill Payment	\$32.62
October 18, 2021	Hydro One	Bill Payment	\$32.62
October 18, 2021	Hydro One	Bill Payment	\$101.07
October 18, 2021	Hydro One	Bill Payment	\$207.02
October 18, 2021	Hydro One	Bill Payment	\$607.00
October 18, 2021	Hydro One	Bill Payment	\$9,564.59
October 20, 2021	Hydro One	Bill Payment	\$32.62
October 20, 2021	Hydro One	Bill Payment	\$625.47
October 21, 2021	Hydro One	Bill Payment	\$32.64
October 21, 2021	Hydro One	Bill Payment	\$47.88
October 25, 2021	Hydro One	Bill Payment	\$31.83
October 25, 2021	Hydro One	Bill Payment	\$36.86
October 25, 2021	Hydro One	Bill Payment	\$282.87
October 25, 2021	Hydro One	Bill Payment	\$559.07
October 25, 2021	Hydro One	Bill Payment	\$585.91
October 26, 2021	Hydro One	Bill Payment	\$34.53
October 27, 2021	Hydro One	Bill Payment	\$32.62
October 27, 2021	Hydro One	Bill Payment	\$90.62
October 27, 2021	Hydro One	Bill Payment	\$102.36
October 27, 2021	Hydro One	Bill Payment	\$110.31
October 27, 2021	Hydro One	Bill Payment	\$115.81
October 27, 2021	Hydro One	Bill Payment	\$138.66
October 27, 2021	Hydro One	Bill Payment	\$2,674.79
October 28, 2021	Hydro One	Bill Payment	\$47.22
October 12, 2021	Ontario Clean Water	Miscellaneous Payment	\$91,235.02
October 19, 2021	Reliance Comfort	Bill Payment	\$33.90
October 22, 2021	Reliance Comfort	Bill Payment	\$28.70
October 25, 2021	Reliance Comfort	Bill Payment	\$22.60
October 28, 2021	Reliance Comfort	Bill Payment	\$28.70
October 29, 2021	Reliance Comfort	Bill Payment	\$16.95
October 29, 2021	Reliance Comfort	Bill Payment	\$28.70
October 29, 2021	Reliance Comfort	Bill Payment	\$159.10
October 28, 2021	Superpass	Bill Payment	\$176.59
October 19, 2021	Telus Mobility	Bill Payment	\$2,877.53
October 12, 2021	US Bank	Bill Payment	\$17,909.23
October 1, 2021	Union Water	Bill Payment	\$57,251.89
October 1, 2021	Wave Direct	Bill Payment	\$1,468.82
Total Pre-Authorized Payments			\$294,474.30



Payroll for October 2021

Pay Week Ending	Pay Date	Amount
October 2, 2021	October 7, 2021	\$97,733.75
October 9, 2021	October 14, 2021	\$100,303.91
October 16, 2021	October 21, 2021	\$98,972.32
October 23, 2021	October 28, 2021	\$96,935.66
October Council Remuneration	October 28, 2021	\$12,327.43
Total		\$406,273.07

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Essex T

Date Prepared:	5-Nov-21
MSO Office:	Western
Prepared By:	Lisa Harvey
Tier	LT

2020 Households:	8,621
2020 Population	21,300
2021 MFCI Index	4.5

Median Household Income:	71,936
Taxable Residential Assessment as a % of Total Taxable Assessment:	82.1%
Own Purpose Taxation:	17,061,804

SUSTAINABILITY INDICATORS

Indicator	Ranges	Actuals	South - LT - Counties - Rural		Level of Risk
			Median	Average	
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2016	6.5%	9.2%	LOW
		2017	4.9%	8.6%	LOW
		2018	3.5%	7.6%	LOW
		2019	3.5%	7.4%	LOW
		2020	4.0%	7.0%	LOW
Net Financial Assets or Net Debt as % of Own Source Revenues	Low: > -50% Mod: -50% to -100% High: < -100%	2016	66.2%	38.6%	LOW
		2017	85.0%	47.2%	LOW
		2018	100.5%	42.7%	LOW
		2019	123.9%	45.1%	LOW
		2020	142.9%	56.5%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2016	131.4%	58.9%	LOW
		2017	141.8%	61.9%	LOW
		2018	146.5%	64.0%	LOW
		2019	171.0%	73.0%	LOW
		2020	180.5%	82.7%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2016	7.32:1	3.25:1	LOW
		2017	11.71:1	3.24:1	LOW
		2018	9.98:1	3.44:1	LOW
		2019	10.84:1	4.2:1	LOW
		2020	10.16:1	4.71:1	LOW

FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	Low: < 5% Mod: 5% to 10% High: >10%	2016	7.3%	2.6%	3.3%	MODERATE
		2017	5.2%	2.7%	3.3%	MODERATE
		2018	7.4%	2.5%	3.1%	MODERATE
		2019	7.1%	2.6%	3.1%	MODERATE
		2020	6.4%	2.2%	3.1%	MODERATE
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2016	32.2%	42.3%	44.7%	LOW
		2017	33.1%	43.8%	45.5%	LOW
		2018	35.1%	43.7%	46.0%	LOW
		2019	36.9%	43.8%	46.2%	LOW
		2020	38.2%	45.2%	46.6%	LOW
Annual Surplus / (Deficit) as a % of Own Source Revenues	Low: > -1% Mod: -1% to -30% High: < -30%	2016	16.4%	8.4%	9.4%	LOW
		2017	14.7%	11.4%	12.8%	LOW
		2018	19.7%	12.5%	13.9%	LOW
		2019	23.1%	18.5%	23.1%	LOW
		2020	29.0%	18.2%	18.4%	LOW

The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Essex T

NOTES

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

Additional Notes on what Financial Indicators may indicate:

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - Shows how much of the taxes billed are not collected.

Net Financial Assets or Net Debt as % of Own Source Revenues - Indicates how much property tax and user fee revenue is servicing debt.

Reserves and Reserve Funds as a % of Municipal Expenses - Indicates how much money is set aside for future needs and contingencies.

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) - Indicates how much cash and liquid investments could be available to cover current obligations.

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs) - Indicates how much of each dollar raised in revenue is spent on paying down existing debt.

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) - Indicates how much of the assets' life expectancy has been consumed.

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues - Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (e.g. reserves, debt repayment, etc.)

The Northern and Rural Municipal Fiscal Circumstances Index (MFICI) is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFICI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFICI corresponds to relatively positive fiscal circumstances, whereas a higher MFICI corresponds to more challenging fiscal circumstances. (Note: the MFICI index is only available for northern and rural municipalities)

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Essex T

CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied

SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)

Net Financial Assets or Net Debt as % of Own Source Revenues

SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 -
SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 -
SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

Total Reserves and Reserve Funds as a % of Municipal Expenses

(SLC 60 2099 02+SLC 60 2099 03)/(SLC 40 9910 11-SLC 12 9910 03-SLC 12 9910 07)

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)

SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)

(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)

SLC 51 9910 10 / SLC 51 9910 06

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues

(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 -
SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 -
SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Submitted Under Review
Last Updated:	July 8, 2021

2020 Households:	8,621
2020 Population:	21,300
2021 MFCI Index: *8	4.5

Median Household Income (2016) : *4	71,936
2021 Annual Repayment Limit:	5,880,673
Borrowing Capacity 7% over 10 yrs:	41,303,385

STATISTICAL INFORMATION

						2020 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE	20/19 %	19/18 %	18/17 %	17/16 %
	2016	2017	2018	2019	2020						
Population *3	20,427	20,427	20,427	20,427	21,300	6,578	36,878	4.3%	0.0%	0.0%	0.0%
Households *3	8,694	8,694	8,694	8,694	8,621	3,484	14,827	-0.8%	0.0%	0.0%	0.0%
Municipal Expenses *7	\$ 30,343,820	\$ 32,114,701	\$ 34,485,008	\$ 34,685,936	\$ 34,310,001	\$ 10,970,224	\$ 128,524,688	-1.1%	0.6%	7.4%	5.8%
Own Source Revenues	\$ 29,492,569	\$ 30,305,135	\$ 34,314,784	\$ 35,832,985	\$ 36,299,768	\$ 10,416,475	\$ 96,701,747	1.3%	4.4%	13.2%	2.8%
Own Source Revenue per Household	\$ 3,392	\$ 3,486	\$ 3,947	\$ 4,122	\$ 4,211	\$ 3,094	\$ 3,621	2.2%	4.4%	13.2%	2.8%
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	83.8%	82.8%	83.2%	83.2%	81.0%	76.8%	73.5%	-2.7%	0.0%	0.4%	-1.1%
Total Revenues	\$ 35,195,272	\$ 36,580,511	\$ 41,242,076	\$ 43,063,987	\$ 44,837,451	\$ 13,345,635	\$ 140,112,346	4.1%	4.4%	12.7%	3.9%
Annual Repayment Limit	\$ 4,563,874	\$ 4,490,167	\$ 4,629,393	\$ 5,511,486	\$ 5,325,105	\$ 2,531,499	\$ 20,999,346	-3.4%	19.1%	3.1%	-1.6%
Own Purpose Taxation	\$ 14,905,514	\$ 15,578,724	\$ 16,372,069	\$ 17,599,424	\$ 17,061,804	\$ 6,789,909	\$ 56,692,163	-3.1%	7.5%	5.1%	4.5%
Direct Water Billings as % of Gross Water Expenditures	170.3%	146.9%	150.4%	154.1%	198.5%	75.0%	65.0%				
Taxable Res. Assessment as a % of Total Taxable Assessment	82.2%	82.9%	82.9%	82.0%	82.1%	81.1%	79.2%				

DISCOUNTED WEIGHTED ASSESSMENT *1 (Source: Financial Information Return)

						2020 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE				
	2016	2017	2018	2019	2020						
Taxable	1,736,654,820	1,754,748,880	1,811,149,962	1,899,255,660	1,975,816,197	1,154,026,898	8,517,408,557				
PIL	9,511,609	21,800,368	22,252,104	23,023,916	26,063,464	14,482,729	87,137,717				
Total	1,746,166,430	1,776,549,248	1,833,402,066	1,922,279,576	2,001,879,661	1,168,509,627	8,604,546,274				

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

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RESIDENTIAL TAXES

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
# of Residential Households	7,914	7,919	7,926	7,953	8,006	3,465	11,595	0.7%	0.3%	0.1%	0.1%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,101	\$ 2,212	\$ 2,316	\$ 2,438	\$ 2,534	\$ 2,448	\$ 2,477	3.9%	5.3%	4.7%	5.3%
Avg Total Property Taxes per Avg Residential Household	\$ 2,421	\$ 2,524	\$ 2,621	\$ 2,736	\$ 2,827	\$ 2,836	\$ 2,861	3.3%	4.4%	3.8%	4.2%
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	3.4%	3.5%	3.6%	3.8%	3.9%	4.0%	4.3%				
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	7,543	7,550	7,561	7,598	7,652	2,822	11,127	0.7%	0.5%	0.1%	0.1%
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	\$ 2,144	\$ 2,258	\$ 2,364	\$ 2,487	\$ 2,584	\$ 2,430	\$ 2,456	3.9%	5.2%	4.7%	5.3%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	\$ 2,471	\$ 2,577	\$ 2,675	\$ 2,791	\$ 2,883	\$ 2,813	\$ 2,833	3.3%	4.3%	3.8%	4.3%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	3.4%	3.6%	3.7%	3.9%	4.0%	4.0%	4.3%				

RESIDENTIAL TAX RATES *2 (Source: Financial Information Return)

	2016	2017	2018	2019	2020	20/19 %	19/18 %	18/17 %	17/16 %
Lower / Single-Tier General Rate	0.0085186	0.0088090	0.0091334	0.0083267	0.0083281	0.0%	-8.8%	3.7%	3.4%
Upper-Tier General Rate	0.0046190	0.0046960	0.0047650	0.0048299	0.0048705	0.8%	1.4%	1.5%	1.7%
Education Rate	0.0018800	0.0017900	0.0017000	0.0016100	0.0015300	-5.0%	-5.3%	-5.0%	-4.8%

TAXES RECEIVABLE

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Taxes Receivable less Allowance for Uncollectibles	\$ 1,803,398	\$ 1,404,536	\$ 1,053,120	\$ 1,106,168	\$ 1,264,252	\$ 1,039,509	\$ 4,858,619	14.3%	5.0%	-25.0%	-22.1%
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	6.5%	4.9%	3.5%	3.5%	4.0%	8.3%	9.1%				
Current Year Taxes Receivable as % of Total Taxes Receivable	61.1%	64.5%	83.8%	75.5%	73.6%	53.0%	56.4%				
Working & Contingency Reserves and Discretionary Reserve Funds as % of Current Yr Taxes Rec.	648.4%	922.0%	920.6%	1122.6%	1032.8%	263.4%	313.3%				
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	29.4%	23.2%	8.8%	17.4%	22.3%	36.3%	33.7%				

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

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Prepared By:	

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Borrowing Capacity 7% over 10 yrs:	41,303,385

GRANTS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Unconditional Grants	\$ 4,251,646	\$ 4,373,300	\$ 4,231,200	\$ 4,204,470	\$ 4,545,589	\$ 1,251,747	\$ 6,408,871	8.1%	-0.6%	-3.2%	2.9%
Ontario Municipal Partnership Fund	\$ 4,251,646	\$ 4,373,300	\$ 4,231,200	\$ 4,155,400	\$ 4,008,100	\$ 1,042,090	\$ 1,239,977	-3.5%	-1.8%	-3.2%	2.9%
As a % of Municipal Expenses	14.0%	13.6%	12.3%	12.0%	11.7%	10.6%	9.9%				
Other	\$ -	\$ -	\$ -	\$ 49,070	\$ 537,489	\$ 209,657	\$ 5,168,894	995.4%	0.0%	0.0%	0.0%
Total Ontario Conditional Grants	\$ 643,395	\$ 517,982	\$ 753,452	\$ 1,247,728	\$ 906,978	\$ 620,713	\$ 21,714,922	-27.3%	65.6%	45.5%	-19.5%
As a % of Municipal Expenses	2.1%	1.6%	2.2%	3.6%	2.6%	6.7%	9.9%				
Total Ontario Conditional and Unconditional Grants											
As a % of Municipal Expenses	16.1%	15.2%	14.5%	15.7%	15.9%	17.1%	21.9%				

TOTAL DEBT BURDEN

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Debt Burden	\$ 17,810,168	\$ 22,714,949	\$ 20,764,401	\$ 18,748,371	\$ 16,818,153	\$ 3,485,443	\$ 58,101,875	-10.3%	-9.7%	-8.6%	27.5%
Per Household	\$ 2,049	\$ 2,613	\$ 2,388	\$ 2,156	\$ 1,951	\$ 1,007	\$ 1,334	-9.5%	-9.7%	-8.6%	27.5%
Debt Servicing Cost	\$ 2,555,576	\$ 1,903,292	\$ 3,034,698	\$ 3,074,041	\$ 2,876,958	\$ 457,775	\$ 5,836,202	-6.4%	1.3%	59.4%	-25.5%
Per Household	\$ 294	\$ 219	\$ 349	\$ 354	\$ 334	\$ 132	\$ 178	-5.6%	1.3%	59.4%	-25.5%
As a % of Municipal Expenses	8.4%	5.9%	8.8%	8.9%	8.4%	3.7%	3.9%				
As a % of Own Purpose Taxation	17.1%	12.2%	18.5%	17.5%	16.9%	6.6%	7.3%				
As a % of Own Source Revenue	8.7%	6.3%	8.8%	8.6%	7.9%	4.1%	4.6%				
As a % of Total Revenues (Less Donated TCAs)	7.3%	5.2%	7.4%	7.1%	6.4%	3.1%	3.4%				
Debt Service Coverage Ratio (Target: Ratio >= 2)	5	6	5	5	6	61	51				

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

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LIABILITIES (Including Post-Employment Benefits)

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Temp. Loans for Current Purposes as % of Municipal Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%				
Post-Employment Benefits	\$ 4,249,314	\$ 4,388,014	\$ 4,406,014	\$ 4,436,721	\$ 4,467,005	\$ 159,641	\$ 24,220,682	0.7%	0.7%	0.4%	3.3%
Total Reserves and Reserve Funds for Post-Employment Benefits	\$ 242,819	\$ 250,596	\$ 255,735	\$ 252,311	\$ 267,421	\$ 48,614	\$ 4,617,682	6.0%	-1.3%	2.1%	3.2%

RESERVES AND RESERVE FUNDS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Reserves	\$ 1,005,344	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 6,419,634	\$ 32,627,459	0.0%	0.0%	0.0%	-0.5%
Total Discretionary Reserve Funds	\$ 38,881,269	\$ 44,550,702	\$ 49,504,234	\$ 58,325,422	\$ 60,917,888	\$ 3,633,589	\$ 40,974,755	4.4%	17.8%	11.1%	14.6%
Total Reserves and Discretionary Reserve Funds	\$ 39,886,613	\$ 45,550,702	\$ 50,504,234	\$ 59,325,422	\$ 61,917,888	\$ 10,053,223	\$ 73,602,214	4.4%	17.5%	10.9%	14.2%
Per Household	\$ 4,588	\$ 5,239	\$ 5,809	\$ 6,824	\$ 7,182	\$ 2,905	\$ 2,965	5.3%	17.5%	10.9%	14.2%
As a % of Total Taxes Receivable	2177.6%	3180.2%	4672.5%	5231.8%	4792.3%	1447.8%	1084.1%				
As a % of Municipal Expenses	131.4%	141.8%	146.5%	171.0%	180.5%	87.6%	72.9%				
As a % of Own Purpose Taxation	267.6%	292.4%	308.5%	337.1%	362.9%	143.6%	125.8%				

FINANCIAL ASSETS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:	
						South - LT - Counties -Rural	PROVINCE
Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	55.5%	70.4%	83.7%	103.1%	115.7%	44.3%	41.2%
Net Financial Assets or Net Debt as % of Own Source Revenues	66.2%	85.0%	100.5%	123.9%	142.9%	57.3%	56.3%
Net Working Capital as a % of Municipal Expenses	100.5%	126.8%	135.8%	163.7%	179.1%	90.2%	73.9%
Net Book Value of Capital Assets as a % of Cost of Capital Assets	67.8%	64.2%	62.7%	61.2%	60.7%	53.4%	53.2%
Asset Sustainability Ratio (Target: > 90%)	89.7%	172.4%	50.8%	58.2%	113.7%	160.8%	157.1%
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	32.2%	33.1%	35.1%	36.9%	38.2%	46.6%	47.2%

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

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Borrowing Capacity 7% over 10 yrs:	41,303,385

SURPLUS / DEFICIT

						2020 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE	20/19 %	19/18 %	18/17 %	17/16 %
Annual Surplus / (Deficit) (Less Donated TCAs)	2016	2017	2018	2019	2020						
	\$ 4,851,452	\$ 4,465,810	\$ 6,757,068	\$ 8,292,304	\$ 10,515,945	\$ 1,989,104	\$ 18,389,863	26.8%	22.7%	51.3%	-7.9%
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	\$ 9,584,999	\$ 9,990,361	\$ 11,489,039	\$ 12,791,570	\$ 14,995,115	\$ 3,835,928	\$ 32,002,152	17.2%	11.3%	15.0%	4.2%
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	16.4%	14.7%	19.7%	23.1%	29.0%	18.4%	18.3%				
Current Ratio (Target: >= 100%)	855.0%	1296.7%	1093.5%	1182.1%	1096.8%	759.5%	685.7%				

OTHER INDICATORS

						2020 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE				
Rates Coverage Ratio (Target: >=40%)	2016	2017	2018	2019	2020						
	90.6%	90.6%	88.2%	96.3%	95.0%	81.3%	76.1%				
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	7.32:1	11.71:1	9.98:1	10.84:1	10.16:1	5.64:1	5.08:1				
Operating Balance as a % of Total Revenues (Less Donated TCAs) ^{*5}	13.8%	12.2%	16.4%	19.3%	23.5%	14.4%	13.9%				
Cumulative Annual Growth Rate ^{*6}	2.0%	-0.2%	1.7%	2.3%	4.8%	1.8%	1.6%				
Interest Payments as a % of Total Revenues (Less Donated TCAs)	1.9%	1.7%	2.2%	1.7%	1.5%	0.8%	0.8%				

MUNICIPAL FINANCIAL PROFILES

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Essex T
Essex Co

Date Prepared:		2020 FIR Load Status:	Submitted Under Review	2020 Households:	8,621	Median Household Income (2016) : *4	71,936
MSO Office:	Western	Last Updated:	July 8, 2021	2020 Population:	21,300	2021 Annual Repayment Limit:	5,880,673
Prepared By:				2021 MFCI Index: *8	4.5	Borrowing Capacity 7% over 10 yrs:	41,303,385

VULNERABILITY MEASURES

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:					
						South - LT - Counties -Rural	PROVINCE				
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	83.8%	82.8%	83.2%	83.2%	81.0%	76.8%	73.5%	-2.7%	0.0%	0.4%	-1.1%
Own Source Revenue per Household	\$ 3,392	\$ 3,486	\$ 3,947	\$ 4,122	\$ 4,211	\$ 3,094	\$ 3,621	2.2%	4.4%	13.2%	2.8%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,101	\$ 2,212	\$ 2,316	\$ 2,438	\$ 2,534	\$ 2,448	\$ 2,477	3.9%	5.3%	4.7%	5.3%
as a % of Median Household Income (Tax Effort)	3.4%	3.5%	3.6%	3.8%	3.9%	4.0%	4.3%				

SUPPLEMENTARY INDICATORS OF SUSTAINABILITY, FLEXIBILITY AND VULNERABILITY

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4:

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider, at a minimum, the elements of sustainability, flexibility and vulnerability.
- Vulnerability in this context may be seen as the degree to which a municipality is dependent on sources of funding outside its control or influence or is exposed to risks that could impair its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Vulnerability is an important element of financial condition because it provides insights into a municipality's reliance on funding sources outside its direct control or influence and its exposure to risks. A municipality whose vulnerability is relatively low has greater control over its financial condition.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

ADDITIONAL NOTES ON WHAT FINANCIAL MEASURES MAY INDICATE:

Own Source Revenue as a % of Total Revenues (Less TCAs)

Indicates the extent to which a municipality has a high proportion of revenues for its own sources, reducing its impact to a change in transfers from other levels of government.

Own Source Revenue per Household

Indicates the demand for resources and the municipality's ability and willingness to provide resources.

Average Municipal Property Taxes per Average Residential Household

Indicates the level of taxes on residential households for municipal purposes.

Average Municipal Property Taxes per Average Residential Household as a % of Average Household Income

Indicates the portion of a ratepayer's income used to pay municipal property taxes.

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

Date Prepared:		2020 FIR Load Status:	Submitted Under Review	2020 Households:	8,621	Median Household Income (2016) : *4	71,936
MSO Office:	Western	Last Updated:	July 8, 2021	2020 Population:	21,300	2021 Annual Repayment Limit:	5,880,673
Prepared By:				2021 MFCI Index: *8	4.5	Borrowing Capacity 7% over 10 yrs:	41,303,385

*The data and information contained in this document is for informational purposes only. Any use of the data and information in this document should be done by qualified individuals.
This information is not intended to be used on its own and should be used in conjunction with other financial information and resources available.*

NOTES

- 1* 2016 assessment use phase-in assessment based on 2012 property values. 2017 , 2018 , 2019 and 2020 assessment uses phase-in assessment based on 2016 property values.
- 2* Average tax rates are calculated where necessary when amalgamations occur.
- 3* Household and Population data are as reported by the municipality on Schedule 02 of the FIR.
- 4* Median Household Income - Source: Statistics Canada - 2016 Census - File: 98-402-X2016006-t1-CSD-ENG.
- 5* Total Revenues include revenues from other municipalities.
- 6* The Cumulative Annual Growth Rate has been measured over a three year period. Infrastructure Ontario uses a five year period.
- 7* Total Municipal Expenses exclude amounts for other municipalities
- 8* MFCI index - Source: Ministry of Finance. This index is available for northern and rural municipalities only.

NUMBER OF MUNICIPALITIES IN COMPARISON GROUPS

	South - LT - Counties -Rural	Province
2016	148	444
2017	148	444
2018	148	444
2019	147	437
2020	118	345

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Submitted Under Review
Last Updated:	July 8, 2021

2020 Households:	8,621
2020 Population:	21,300
2021 MFCI Index: *8	4.5

Median Household Income (2016) : *4	71,936
2021 Annual Repayment Limit:	5,880,673
Borrowing Capacity 7% over 10 yrs:	41,303,385

CALCULATIONS

STATISTICAL INFORMATION

Population *3	SLC 02 0041 01
Households *3	SLC 02 0040 01
Municipal Expenses *7	SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07
Own Source Revenues	SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04
Own Source Revenue per Household	Own Source Revenues / SLC 02 0040 01
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	Own Source Revenues / (SLC 10 9910 01 - SLC 10 1831 01)
Total Revenues	SLC 10 9910 01
Annual Repayment Limit	The annual repayment limit is calculated annually as per Ontario regulation 403/02. To view the full calculation of the annual repayment limit, please go to the FIR website. https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm
Own Purpose Taxation	ARLs for all municipalities (except the City of Toronto) are posted here as they are made available.
Direct Water Billings as % of Gross Water Expenditures	SLC 10 0299 01
Taxable Res. Assessment as a % of Total Taxable Assessment	(SLC 12 0831 04 + SLC 12 0832 04) / (SLC 40 0831 11 + SLC 40 0832 11) SLC 26 0010 17 / SLC 26 9199 17

DISCOUNTED WEIGHTED ASSESSMENT *1 (Source: Financial Information Return)

Taxable	SLC 26 9199 17
PIL	SLC 26 9299 17
Total	SLC 26 9199 17 + SLC 26 9299 17

RESIDENTIAL TAXES

# of Residential Households	Residential CVA and corresponding household counts are provided by OPTA (excludes the City of Toronto). Residential assessment includes:
Avg Municipal Property Taxes Per Avg Residential Household	Single Family, 2 - 6 Units, Farm Residential and Recreational (where included). Note: does not include vacant land.
Avg Total Property Taxes per Avg Residential Household	
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	If labeled (Excl. RDUs) Recreational units are excluded.
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	An average household assessment is calculated by taking the sum of the CVA for these residential groups divided by the corresponding households.
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	An estimated tax rate for each tier (i.e. lower tier, upper tier and school) is applied to the average household assessment to calculate the averages taxes per household by tier.
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	(the estimated tax rates are provided by OPTA).

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T
Essex Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Submitted Under Review
Last Updated:	July 8, 2021

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2020 Population:	21,300
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2021 Annual Repayment Limit:	5,880,673
Borrowing Capacity 7% over 10 yrs:	41,303,385

RESIDENTIAL TAX RATES *2 (Source: Financial Information Return)

Lower / Single-Tier General Rate	SLC 22 0010 12 / SLC 22 0010 16
Upper-Tier General Rate	SLC 22 0010 13 / SLC 22 0010 16
Education Rate	SLC 22 0010 14 / SLC 22 0010 16

TAXES RECEIVABLE

Total Taxes Receivable less Allowance for Uncollectibles	SLC 70 0699 01
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)
Current Year Taxes Receivable as % of Total Taxes Receivable	SLC 70 0610 01 / (SLC 70 0690 01 + SLC 70 0699 01)
Working Fund Reserves & Contingency Funds as % of Current Yr Taxes Rec.	(SLC 60 5010 02 + SLC 60 5020 03) / SLC 70 0610 01
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	(SLC 70 0620 01 + SLC 70 0630 01) / (SLC 70 0699 01 + SLC 70 0690 01)

GRANTS

Total Unconditional Grants	SLC 10 0699 01
Ontario Municipal Partnership Fund	SLC 10 0620 02
As % of Municipal Expenses	SLC 10 0620 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Other	SLC 10 0699 01 - SLC 10 0620 01
Total Ontario Conditional Grants	SLC 10 0810 01 + SLC 10 0815 01
As a % of Municipal Expenses	(SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Total Ontario Conditional and Unconditional Grants	
As a % of Municipal Expenses	(SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)

TOTAL DEBT BURDEN

Total Debt Burden	SLC 74 9910 01
Per Household	SLC 74 9910 01 / SLC 02 0040 01
Debt Servicing Cost	SLC 74 3099 01 + SLC 74 3099 02
Per Household	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 02 0040 01
As a % of Municipal Expenses	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 10 0299 01
As a % of Own Source Revenue	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
As a % of Total Revenues (Less Donated TCAs)	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)
Debt Service Coverage Ratio (Target: Ratio >= 2)	(SLC 10 9910 01 - SLC 40 9910 11 + SLC 40 9910 02 + SLC 40 9910 16) / (SLC 74 3099 01 + SLC 74 3099 02)

MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

Essex T

Essex Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

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Borrowing Capacity 7% over 10 yrs:	41,303,385

LIABILITIES (Including Post-Employment Benefits)

Temp. Loans for Current Purposes as % of Municipal Expenses	SLC 70 2010 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Post-Employment Benefits	SLC 70 2899 01
Total Reserves and Reserve Funds for Post-Employment Benefits	SLC 60 5060 02 + SLC 60 5060 03 + SLC 60 5070 02 + SLC 60 5070 03 + SLC 60 5080 02 + SLC 60 5080 03 + SLC 60 5090 02 + SLC 60 5090 03

RESERVES AND RESERVE FUNDS

Total Reserves	SLC 60 2099 03
Total Discretionary Reserve Funds	SLC 60 2099 02
Total Reserves and Discretionary Reserve Funds	SLC 60 2099 02 + SLC 60 2099 03
Per Household	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 02 0040 01
As a % of Total Taxes Receivable	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 70 0699 01 + SLC 70 0690 01)
As a % of Municipal Expenses	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 20 0299 01

FINANCIAL ASSETS

Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 1831 01)
Net Financial Assets or Net Debt as % of Own Source Revenues	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01- SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Net Working Capital as a % of Municipal Expenses	(SLC 70 0299 02 + SLC 70 0499 01 + SLC 70 0699 01 + SLC 70 0830 01 + SLC 70 0835 01 + SLC 70 6250 01 + SLC 70 6260 01 + SLC 70 2010 01 + SLC 70 2299 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Net Book Value of Capital Assets as a % of Cost of Capital Assets	(SLC 70 6210 01 - SLC 51 2005 11 - SLC 51 2205 11) / (SLC 51 9910 06 - SLC 51 2005 11 - SLC 51 2205 11)
Asset Sustainability Ratio (Target: > 90%)	SLC 51 9910 03 / SLC 51 9910 08
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	SLC 51 9910 10 / SLC 51 9910 06

SURPLUS / DEFICIT

Annual Surplus / (Deficit) (Less Donated TCAs)	SLC 10 2099 01 - SLC 10 1831 01
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	SLC 10 2099 01 - SLC 10 1831 01 + SLC 40 9910 16 + (SLC 70 2799 01 (CY) - SLC 70 2799 01 (PY)) + (SLC 70 2899 01 (CY) - SLC 70 2899 01 (PY)) - SLC 74 3099 01 (CY = CURRENT YEAR, PY = PREVIOUS YEAR)
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01- SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Current Ratio (Target: >= 100%)	(SLC 70 9930 01 - SLC 70 0829 01 - SLC 70 0845 01 - SLC 70 0898 01) / (SLC 70 2099 01 + SLC 70 2299 01)

OTHER INDICATORS

Rates Coverage Ratio (Target: >=40%)	(SLC 10 0299 01 + SLC 10 1299 01 + SLC 10 1880 01 + SLC 10 1885 01) / SLC 40 9910 01
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)
Operating Balance as a % of Total Revenues (Less Donated TCAs)*5	(SLC 10 9910 01 - SLC 40 9910 07) / (SLC 10 9910 01 - SLC 10 1831 01)
Cumulative Annual Growth Rate *6	((SLC 10 9910 01 (CY) / SLC 10 9910 01 (CY - 3) ^ (1/3) - 1) - ((SLC 40 9910 07 (CY) / SLC 40 9910 07 (CY -3) ^ (1/3) - 1)
Interest Payments as a % of Total Revenues (Less Donated TCAs)	SLC 74 2099 02 / (SLC 10 9910 01 - SLC 10 1831 01)

The Corporation of the Town of Essex

By-Law Number 2097

Being a by-law to confirm the proceedings of the November 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 November 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 November 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 November 15, 2021.

Mayor

Clerk

Read a third time and finally passed on December 6, 2021.

Mayor

Clerk

The Corporation of the Town of Essex

By-Law No. 2041

Being a by-law to authorize the execution of an agreement between the
Town of Essex and Heritage Colchester for the use and operation of the
Colchester Schoolhouse Building located at 195 Bagot Street,
Colchester, Ontario

WHEREAS the Town of Essex is the owner of the facility known as the Colchester School House, located at 195 Bagot Street in the Town of Essex (Plan 18, Lot 5) hereinafter referred to as the “Colchester Schoolhouse”;

AND WHEREAS the Town of Essex wishes to enter into an agreement with Heritage Colchester, a Not for Profit Ontario Corporation hereinafter referred to as “Heritage Colchester”, to use and operate at the Colchester Schoolhouse;

AND WHEREAS the Town of Essex will retain control of the facility;

AND WHEREAS Heritage Colchester will operate and use the Colchester Schoolhouse for purposes relating to the restoration, development, maintenance and operation of a cultural, historic, educational and community Centre for use by the residents of Colchester Centre and the Town of Essex within the mandate of the Mission Statement, Constitution and By-Laws of Heritage Colchester and pursuant to the terms and conditions of the Agreement attached hereto as Schedule “A” to this By-law 2041.

AND WHEREAS the Town wishes to maintain exempt status of the facility for purposes of municipal and school board taxation;

Now, therefore, the Municipal Council of the Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Lease Agreement between The Corporation of the Town of Essex and Heritage Colchester for the purposes of Heritage Colchester operating as a cultural, historical, educational and community centre to benefit the general public and to be located at 195 Bagot Street in Colchester, Ontario, pursuant to the terms and conditions of said Agreement attached hereto as Schedule “A” and forming of By-law 2041.
2. That the Mayor and Clerk each be authorized to sign and provide such other documents and assurances so as to give effect to the Agreement attached hereto as Schedule “A”

Read a first and a second time and provisionally adopted on November 15, 2021.

Mayor

Clerk

Read a third time and finally adopted on December 6, 2021

Mayor

Clerk

**SCHEDULE "A" TO By-Law Number
2041**

This Agreement made in triplicate this 15th, day of August,
Between:

The Corporation of the Town of Essex

Hereinafter "Town"
Of The First Part

- And -

Heritage Colchester, an Ontario Not for Profit Corporation.

Hereinafter "Operator"
Of The Second Part

Witnesseth:

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

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

And Whereas the Town of Essex is the owner of the facility known as the Colchester Schoolhouse building located at 195 Bagot Street, in the Town of Essex, otherwise described as Plan, Plan 18, Lot 5, hereinafter referred to as the 'Colchester Schoolhouse';

And Whereas the Town wishes to enter into an agreement with Heritage Colchester to use and operate the Colchester Schoolhouse commencing December 1, 2021;

And Whereas the Town wishes to retain ownership and control of the Colchester Schoolhouse as a property of historical significance in the Town of Essex;

And Whereas the Town and Heritage Colchester are each desirous of the Colchester Schoolhouse being used for the purposes of and/or to operate for the cultural, historical, educational and community benefit of the general public;

And Whereas the Operator is a not-for-profit entity.

1.0 Duties of the Operator

The Operator agrees to perform the following duties related to management, operation and maintenance of the Colchester Schoolhouse and to be responsible for the payment of costs related to the Colchester Schoolhouse on the following basis:

1.1 Management and Operation

- a. Daily management of activities within the Colchester Schoolhouse;
- b. Staffing for Heritage Colchester at the Colchester Schoolhouse at no cost to the Town;
- c. Soliciting and collecting membership dues and fees for service from patrons, subject to the Town's review;
- d. Record keeping and administration of all activities of Heritage Colchester;
- e. Greeting customers and the general public at the Colchester Schoolhouse;
- f. Supplying information and interpreting the history of the Town and surrounding communities for customers and the general public;
- g. Promoting Heritage Colchester, as an educational opportunity for learning about the history of the Town and surrounding communities through interpretative programs, public lectures, school tours, etcetera; and
- h. Providing verbal and written reports and newsletters to the Town on activities of Heritage Colchester at the Colchester Schoolhouse as required.

1.2 Maintenance

- a. Cleaning of the interior property, including picking up of garbage and disposal of same;
- b. Cleaning and maintenance of the interior of the Colchester Schoolhouse;
- c. Completion at its own expense of any desired interior and/or exterior renovations and restoration of the Colchester Schoolhouse (over and above those required by law to make the property fit or ready for occupancy). If applicable such interior and/or exterior renovations and restoration to the property shall be as further identified and mutually agreed upon by the parties hereto. Any renovations, alterations, additions or improvements to the property shall not be made without first submitting the plans and specifications (including materials to be used) thereof to the Town and without first obtaining approval in writing of the Town, such approval may not be

unreasonably withheld. The Operator shall further covenant to be responsible for any applicable fees and all applicable inspections and the costs thereof, including but not limited to, those of the Town of Essex Fire and Building Departments;

- d. Supply of all materials, equipment, supplies, etc. to operate and manage the Colchester Schoolhouse; and
- e. Hiring of necessary trades people to perform maintenance, renovations and restorations of the Colchester Schoolhouse falling under the responsibility of the Operator.

1.3 Payment of Costs

- a. Payment of all utility costs (electrical, heat, water) related to the Colchester Schoolhouse; and
- b. Payment of all insurance costs as may be required to be provided by the Operator pursuant to the terms of this Agreement.

2.0 Duties of the Town

The Town of Essex agrees to provide the following:

- a. Property insurance for the Colchester Schoolhouse located at 195 Bagot Street in the Town of Essex; and
- b. Such capital works and maintenance , as may be required to establish and maintain the structure of the Colchester Schoolhouse as being fit for occupancy and at the discretion of the Town of Essex, such further capital maintenance and/or structural repairs to the roof, exterior walls, foundations, drains and sewers of the building as may be required from time to time unless the need for such further capital maintenance and/or structural repairs has been so caused by the misconduct or negligence of the Operator (but with reasonable wear and tear excepted) in which event such repair shall be made by the Corporation but at the expense and cost of the Operator. Operator further agrees that any requested and/or required capital works and maintenance and the completion thereof pursuant to this section shall: 1) require a formal request in writing from the Operator that the Town of Essex obtain, for submittal for Town of Essex Budget consideration, the necessary quotations as may be required pursuant to applicable Town of Essex procurement policies and 2) be conditional upon Town of Essex Budgetary and/or such other approvals as may be provided from time to time by Town of Essex Council.

- c. Lawn care and snow removal for the Colchester Schoolhouse and adjacent Town owned properties.

3.0 Finances

- a. All fees collected by the Operator shall become the property of the Operator;
- b. The Operator shall pay the Town five dollars (\$5) per annum for the right to operate the Colchester Schoolhouse on behalf of the Town; and
- c. Payment shall be made by the Operator annually on the 1st day of August.
- d. Funds collected by the Operator under Section 1.1 c. of this agreement shall be used solely by the Operator to maintain and operate the Colchester Schoolhouse and to offer cultural, historical, educational and community programs for the benefit of the general public as well as fund raising events.

2.0 Term

This agreement shall continue in effect for a ten (10) year term from December 1st, 2021 to August 31, 2031. Provided this agreement is in good standing and mutually agreeable to the Town and the Operator, the Operator shall have the right to renew this operating agreement for a second term.

3.0 General

- a. The Operator shall not make any assignment of this agreement, nor make any transfer in whole or any portion of the premises, nor grant any license to use any part of the premises without obtaining the prior consent, in writing, of the Town to such assignment, transfer, sub-lease or license. The Town reserves the right to withhold consent to any assignment, transfer sub-lease or license.
- b. The Town, its officers, servants or agents shall have full and free access to view and inspect any and every part of the premises as to the state of repair during normal business hours in the presence of the Operator, or a representative of the Operator. It is expressly understood and agreed that, in the case of emergency, the Town, its officers, servants or agents, shall have full and free access to the Colchester Schoolhouse.
- c. The Town and the Operator shall jointly inspect the premises yearly commencing one year from the date of this agreement and annually thereafter. The purpose of such inspection will be to assess the buildings, structures and equipment, etc. for purposes of determining the need for repairs and

replacements and determining required allocations for repair/replacement costs.

- d. The Town shall from time to time have access to the Colchester Schoolhouse for municipal purposes upon reasonable notice to the Operator.
- e. The Operator covenants that it is a duly incorporated not-for profit corporation whose not-for profit and corporate status is and shall remain in good standing for the duration of this lease.
- f. The Town shall have the right to cancel this Agreement at any time during the term of the Agreement for reason of any default by the Operator under this lease such default being a failure to pay rent when due or a failure to perform its covenants or any other of its obligations under this lease and such default has not been remedied within 5 days written notice of such default.
- g. Each of the Town or the Operator shall have the right to cancel this Agreement at any time during the term of the Agreement upon providing notice in writing to the other of at least ninety (90) days.

4.0 Insurance

- 1. At all times during the Term of this agreement, and any renewal therefore, the Operator at its own expense, will maintain in force comprehensive general liability insurance in respect of injury to or death of one or more persons or property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering the leased premises described herein. The Corporation of the Town of Essex shall be named as an additional insured in the policy of insurance and the policy shall contain a cross liability and separation clause. Such policy of insurance shall also insure against loss or damage to any equipment, inventory and supplies owned by the Operator and maintained on site. Such policy of insurance shall not be changed, cancelled or allowed to lapse without providing the Corporation with thirty (30) days' notice in writing. The Operator will provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease Agreement.

5.0 Covenants of the Operator

- a. At all times to indemnify and save harmless the Town from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever including those under or in connection with the Workplace Safety and Insurance Act, 1997, S.O. 1998, c. 16, Schedule A (or any successor legislation), made or brought against, suffered by or imposed on the

Town or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Town or of the Operator) directly or indirectly arising out of, resulting from or sustained as a result of the Operator's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Town's negligence.

- b. To observe and perform all the covenants, agreements, terms and provisions of this operating agreement to be observed and performed by the Operator;
- c. Not to commit or permit any use or any act or omissions which shall be in breach of any statute, municipal by-law or other law, or to be a nuisance, public or private, or make void or voidable any insurance from time to time in force with respect to the Colchester Schoolhouse.
- d. Not to permit any mechanics', labourers', material, construction or similar liens to stand against the Colchester Schoolhouse for any labour or materials furnished to, or with the consent of the Operator, its agents or contractors in connection with work of any character performed or claimed to have been performed on the premises by or at the direction or sufferance of the Operator, provided however, that the Operator shall have the right to contest the validity of or the amount claimed under or in respect of any such lien if, in law, such contestation will involve no forfeiture, foreclosure or sale of the premises or any part thereof, but upon such termination of such contestation, the Operator shall immediately pay and satisfy any judgment or decree made against the Operator with all proper costs and charges and cause such lien to be discharged and released from record, all without costs and expense to the Town.
- e. That the Operator will indemnify and save harmless the Town of and from all fines, suits, claims, demands and actions of any kind or nature to which the Town shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Operator of any covenant, term or provision hereof or by reason of any insure occasioned to or suffered by any person or persons or loss of or damage to property incurred on the premises in any manner growing out of or in connection with the Operator use or operation of the Colchester Schoolhouse, or by reason of any act, neglect or default on the part of the Operator;
- f. Not to make any improvements or other alteration to the Colchester Schoolhouse without the prior written consent of the Town.

- g. Not to overload the electrical wires, equipment or fixtures within or serving the Colchester Schoolhouse so as to constitute a hazard, provided that the Operator may install conduit and equipment to provide additional electrical capacity if the Operator shall have first obtained the Town's approval in writing of the proposed additional installations, and provided that all parts of such additional installations, including such additional conduits and equipment, will become the property of the Town.
- h. That in the event of any damage being caused to the said building or to any fixtures of the Town by reason of insufficient heat or by reason of a window or door being left open so as to admit wind, rain, snow or hail, the Operator shall forthwith on demand pay the Town the cost of making good the damage so caused.
- i. That in the Operator's use and occupation of the demised premises, the Operator will observe and abide by and comply at its expense with all statutes, regulations and by-laws of any Federal, Provincial or Municipal authority which in any way affects the Colchester Schoolhouse or the use and occupation thereof and all orders and directions made or addressed by the Town under or in pursuance of any such statute, regulation or by-law.
- j. Not to use the Colchester Schoolhouse otherwise than in connection with offering cultural, historical, educational and community programs for the benefit of the general public as well as fund raising events.
- k. Not to use the Colchester Schoolhouse or any part thereof for sleeping apartments or accommodations.
- l. To deliver to the Town a key to the premises which the Town may use to enter the premises in case of an emergency.
- m. To maintain and leave the premises in good repair, reasonable wear and tear and damage by fire lightning and tempest only excepted.
- n. To pay any and all costs associated with the reasonable operation of the premises including those charges for utilities relating to heat, air-conditioning (if provided), hydro, water, gas, electricity consumed in the Premises. Operator acknowledges that Town shall not be liable for any interruption or failure in the supply of any such utilities to the Premises.

6.0 Notices

- a. Any written notice provided for in this Agreement will be effectively given, if intended for the Town, if delivered personally, or by registered mail addressed

to the Town at 33 Talbot Street South, Essex, Ontario N8M 1A8 or at such other address in Ontario as the Town may from time to time designate in writing to the Operator;

- b. Any written notice provided for in this Agreement will be effectively given, if intended for the Operator, if delivered personally, or by registered mail addressed to the Operator at the Colchester Schoolhouse, or at such other address in Ontario as the Operator may from time to time designate in writing to the Town; and
- c. Any written notice given by registered mail shall be deemed to have been received on the third (3rd) business day following the date of the mailing.

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

Signed, Sealed and Delivered in the presence of:

Heritage Colchester

_____	_____
Witness as to signature of	, Authorized Signing Officer

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Essex

_____	_____
Witness as to signature of	Mayor, Larry Snively

_____	_____
Witness as to signature of	Clerk, Robert Auger
	We have authority to bind the Corporation

Receipt of Lease Agreement:

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

_____	_____
Date of Signature	, Authorized Signing Officer

The Corporation of the Town of Essex

By-Law Number 2022

Being a by-law to provide for the Lawrence Quick Drain Reconsidered Report: Legalization of a Culvert Roll No. 840-00501 in the Town of Essex, File Reference 21-023

Whereas the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for Lawrence Quick Drain: Legalization of a Culvert, Roll No. 840-00501 in the Town of Essex, File Reference 21-023;

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 April 15, 2021 considered by the Drainage Board at its May 19, 2021 Consideration of Report meeting and re-considered by the Drainage Board at its September 27, 2021 Consideration of Report meeting, has been procured and made by Halliday Pearson and David Basillious, Professional Engineers, Baird AE 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 April 15, 2021 considered by the Drainage Board at its May 19, 2021 Consideration of Report meeting and re-considered by the Drainage Board at its September 27, 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 \$4,070.00, 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 "Lawrence Quick Drain: Legalization of a Culvert".

Read a first and a second time and provisionally adopted on October 18, 2021.

Mayor

Clerk

Read a third time and finally passed on

Mayor

Clerk

The Corporation of the Town of Essex

By-Law Number 2076

Being a by-law to provide for the Malden Road West Drain: Bridge for McGuire and Laramie and Maintenance Schedule, Geographic Township of Colchester North, Project REI2021D007, 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 Malden Road West Drain: Bridge for McGuire and Laramie and Maintenance Schedule, Geographic Township of Colchester North, Project REI2021D007, 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 August 31, 2021 and considered by the Drainage Board at its September 27, 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 August 31, 2021 and considered by the Drainage Board at its September 27, 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 \$24,515.00, 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 "Malden Road West Drain: McGuire and Laramie Bridge and Maintenance Schedule".

Read a first and a second time and provisionally adopted on October 18, 2021.

Mayor

Deputy Clerk

Read a third time and finally passed on

Mayor

Clerk

The Corporation of the Town of Essex

By-Law Number 2100

Being a by-law to enter into an Agreement between The Corporation of the Town of Essex (“the Recipient”) and Her Majesty in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the “Province”)

Whereas, the Municipal Modernization Program - Intake 2(MMP2) Implementation Stream has established a grant for municipalities to undertake service reviews or fund strategies to modernize and achieve effectiveness.

And whereas, the Town of Essex was successful in securing funding from the MMP2 Implementation Stream for the project or purposes relating to the implementation of an online dog tag system for the Town of Essex (the “Project”).

And whereas, the Project Implementation and related Service Delivery Improvement will help enable improved physical distancing between residents and staff, ensuring continuous service delivery in the event of office closures, and further transitioning from paper-based to digital record keeping.

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 in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the “Province”) attached hereto and marked as Schedule “A” be approved accordingly;
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; and
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 December 6, 2021.

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

**The Corporation of the Town of Essex
(the “Recipient”)**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (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.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: Steve Clark
Title: Minister

The Corporation of the Town of Essex

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 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 the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“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, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) 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
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of

seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, 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:

- (a) carry out the Project;

- (b) use or spend Funds; or
- (c) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 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;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **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 payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **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 fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which

the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$13,000
Expiry Date	December 30, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Brenda Vloet Position: Manager, Municipal Programs and Outreach Unit Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16 th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Fax: Email:
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	Name: Position: Address: Fax: Email:

Additional Provisions:

- B1 Section 4.2 of Schedule “A” is amended by adding the following subsection:**

- (e) the Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred Project costs.

B2 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use the Funds for the purpose of purchasing land, buildings or vehicles.

SCHEDULE "C"
PROJECT

Project Title
Town of Essex Online Dog Tag System
Objectives
The objective of the Project is to implement a new online dog tag license registration and purchasing system to replace the Recipient's current paper-based payment and tracking systems, with the goals of improving customer service and increasing organizational efficiency.
Description
The Recipient will purchase and implement a user-friendly online dog tag registration and payment system.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement of up to 65% of Project costs incurred between January 26, 2021 to the earlier of September 30, 2022 or the submission of the Final Report Back.	Up to \$13,000

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Execution of Agreement	Initial payment of \$4,550 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none">• Submission of First and Second Interim Report Backs	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the First Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none">• Submission of Final Report Back to the Province	Final payment of up to \$8,450 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. First Interim Report Back	January 31, 2022
2. Second Interim Report Back	April 29, 2022
3. Final Report Back	September 30, 2022
4. Annual Report Back	September 29, 2023

Report Details

1. Interim Report Backs (2)

The Recipient will submit up to two (2) Interim Report Backs to the Province using the reporting template provided by the Province. If the Recipient submits the Final Report Back prior to the reporting due date for the Second Interim Report Back, the Recipient is not obligated to submit the Second Interim Report Back. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the next Report Back,
- A list of actual costs to carry out the Project paid by the Recipient that have not been included as part of a previously submitted Interim Report Back, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by September 30, 2022 using the reporting template provided by the Province. The Final Report Back will include:

- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of a Quarterly Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

The Corporation of the Town of Essex

By-Law Number 2101

Being a by-law to authorize the execution of an agreement to appoint Local Authority Services (LAS) to act as an agent in respect to all matters relating to the supply of natural gas

WHEREAS LAS was created in 1992 by the Association of Municipalities of Ontario (AMO) as a not-for-profit organization with a mandate to work with Ontario municipalities to help realize lower costs, higher revenues, and enhanced staff capacity, through co-operative procurement efforts and innovative training, programs, and services.

AND WHEREAS pursuant to By-law 864 the Town does currently retain LAS to act as its exclusive agent and as agent for its other member municipalities relating to the obtaining of competitive pricing for the procurement of natural gas and to further act as its agent in taking certain actions related to such natural gas purchasing activity as set forth herein;

AND WHEREAS the Town acknowledges that such actions may include but are not limited to (i) entering into natural gas purchase and sale agreements and transactions with commodity suppliers for a quantities of natural gas and/or (ii) entering into financial agreements to fix the price or range of prices to be paid by the Member for the future delivery of some or all of the natural gas required by the Member (iii) entering into agreements with third party service providers such as utility companies, local distribution companies, pipeline companies and storage operators for the transportation and delivery of natural gas ("Third Party Service Providers") and/or (iv) entering into agreements which are customary to the natural gas industry such as assignment and assumption agreements, letters of authorization, agency appointment agreements, confidentiality agreements and IT user related agreements (all of which agreements or transactions referred to as "Natural Gas Agreements").

AND WHEREAS LAS is now desirous of updating its standard Natural Gas Appointment and Retainer Agreement to reflect HST and such further and minor updating amendments and the Town accordingly is desirous of extending such appointment and retainer in the form and manner of the Agreement attached hereto as Schedule 'A' to this By-law.

Now, therefore, the Municipal Council of the Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Natural gas Appointment and Retainer Agreement between the Corporation of the Town of Essex and LAS pursuant to the terms and conditions of said Agreement as outlined in Schedule “A” attached hereto.
2. This By-Law shall come into force and take effect immediately upon the final passing thereof.
3. That By-law 864 be repealed upon passage of this By-law.

Read a first and a second, and a third time and finally passed on December 6, 2021.

Mayor

Clerk

This Natural Gas Appointment and Retainer Agreement (“**Agreement**”) is made and entered into as of this __ day of _____, 20__.

BETWEEN:

Local Authority Services (“LAS”)

-AND-

+ (“Member”)

Each of the foregoing entities being referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS the Member wishes to retain LAS on an exclusive basis to provide professional services regarding advice on options for purchasing natural gas and to act as its agent in taking certain actions related to such natural gas purchasing activity as set forth herein;

AND WHEREAS the Member acknowledges that such actions may include but are not limited to (i) entering into natural gas purchase and sale agreements and transactions with commodity suppliers for a quantities of natural gas and/or (ii) entering into financial agreements to fix the price or range of prices to be paid by the Member for the future delivery of some or all of the natural gas required by the Member (iii) entering into agreements with third party service providers such as utility companies, local distribution companies, pipeline companies and storage operators for the transportation and delivery of natural gas (“**Third Party Service Providers**”) and/or (iv) entering into agreements which are customary to the natural gas industry such as assignment and assumption agreements, letters of authorization, agency appointment agreements, confidentiality agreements and IT user related agreements (all of which agreements or transactions referred to as “**Natural Gas Agreements**”);

AND WHEREAS the Member wishes to enter into Natural Gas Agreements to minimize the cost or risk associated with the procurement of natural gas;

AND WHEREAS the Member has passed the necessary by-laws or resolutions to permit the Member to enter into Natural Gas Agreements and transactions thereunder;

AND WHEREAS the Member has adopted a statement of policies and goals relating to the use of Natural Gas Agreements to address commodity pricing and costs and has passed the necessary by-laws or resolutions authorizing LAS to act as its agent;

AND WHEREAS the Member has provided LAS with copies of the aforementioned policies, goals, bylaws or resolutions;

NOW THEREFORE THE PARTIES agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF LAS**

- 1.1 The Member appoints LAS as its exclusive agent in respect of all matters specified in this Agreement including the solicitation and analysis of offers, negotiating and execution of Natural Gas Agreements and the management and administration associated with such Natural Gas Agreements.
- 1.2 The Member acknowledges and agrees that LAS, as its exclusive agent has full and complete authorization and discretion to take the following actions on behalf of the Member:
 - (a) access any and all information relating to the Member which is in the possession and control of any Third Party Service Providers which relates to the supply and delivery of natural gas at Member facilities;
 - (b) negotiate on behalf of the Member Natural Gas Agreements including the specific terms and conditions contained therein, and execute the same together with other related agreements and documents reasonably requested by the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (c) disclose to any third party any information of the Member which is necessary to disclose for the purposes of this Agreement or any Natural Gas Agreement or for the purpose of billing, settlement or accounts, administrative matters or for any other purpose relating to the Natural Gas Agreements;
 - (d) as agent for the Member enter into transactions under the Natural Gas Agreements in the name of the Member, and to execute on behalf of the Member confirmations evidencing such transactions;
 - (e) carry out or direct the Member to carry out any ongoing responsibilities of the Member specified in any Natural Gas Agreements or exercise any rights as required to implement said Natural Gas Agreements;
 - (f) terminate any of the Natural Gas Agreements including any or all of the transactions under the Natural Gas Agreements or any related agreements entered into with the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (g) contract with and otherwise appoint any third party selected by LAS in its sole discretion for the purposes of carrying out any responsibilities of LAS contained in this Agreement (any such appointee, consultant, service provider or delegate shall be engaged on terms satisfactory to LAS);

- (h) terminate any contract of any third party appointed by LAS under Section 1.2(g) and
- (i) carry out any duties or responsibilities and take any actions on the Member's behalf not otherwise specified herein that are incidental or related to carrying out its role as agent herein.

2. **LAS OBLIGATIONS**

2.1 LAS will:

- (a) solicit and analyze offers, negotiate and where appropriate enter into Natural Gas Agreements in the name of the Member as agent for the Member;
- (b) monitor the regulatory developments concerning natural gas and where appropriate provide recommendations to the Members on Natural Gas Agreements;
- (c) continuously search for and solicit Natural Gas Agreements on the Member's behalf;
- (d) nominate natural gas on a timely basis with Third Party Service Providers;
- (e) account to the Member for all amounts paid to or to be paid by the Member under the Natural Gas Agreements or this Agreement;
- (f) review all natural gas invoices received from Third Party Service Providers and ensure payments (including GST/HST if applicable) are made in a timely manner;
- (g) review delivery rates for each of the Member's facilities to ensure that they are at the most appropriate rate; and
- (h) take such other action as the LAS deems appropriate in the exercise of its authority and performance of its obligations under this Agreement.

3. **MEMBER UNDERTAKINGS**

3.1 The Member will:

- (a) remain liable as principal for all obligations incurred under or relating to the Member's Natural Gas Agreements whether arising out of actions taken by LAS or the Member;
- (b) provide all necessary accurate data to enable LAS to solicit bids, negotiate and manage new Natural Gas Agreements prudently and as LAS believes to be in the Member's best interest;

- (c) forward to LAS all notices or other communication received by the Member relating to the Natural Gas Agreements or services provided under this Agreement by LAS;
 - (d) provide credit and financial information and collateral or performance assurances if required under any Natural Gas Agreements or this Agreement;
 - (e) pay for the supply of natural gas in accordance with the invoices issued by Third Party Service Providers plus any GST/HST which may be applicable;
 - (f) keep confidential the terms of this Agreement and any of the advice, details or arrangements provided to it by LAS or any of its appointed third parties;
 - (g) inform LAS of any statement of policies and goals relating to the use of Natural Gas Agreements and any amendments thereto;
 - (h) if requested by LAS, provide prudential support to LAS that is required under any of the Natural Gas Agreements or by any Third Party Service Providers; and
 - (i) execute any such documentation as may be deemed necessary by LAS to permit LAS to undertake any of the functions specified under this Agreement including the Notice of Appointment of Agent as set forth in Appendix A to this Agreement.
- 3.2 The Member acknowledges that bids may be solicited by LAS and transactions under the Natural Gas Agreements may be negotiated on behalf of a number of members. The Member further acknowledges and agrees that LAS may determine in its sole discretion whether the Member participates in any particular transaction under a Natural Gas Agreement.
- 3.3 The Member acknowledges that the fixed price for any transaction under its Natural Gas Agreements could at any time be below, above or equal to the market price for natural gas. The Member also acknowledges that the Natural Gas Agreements may contain provisions which may result in the Member owing a termination payment following default under the Natural Gas Agreements even though the member is not the defaulting party.
- 3.4 The Member acknowledges that LAS or a party appointed by LAS may charge and the Member agrees to pay a finance charge for each gigajoule supplied provided that such charge reasonably represents the cost of LAS or a party appointed by LAS providing collateral or performance assurance under Natural Gas Agreements or with Third Party Service Providers.
4. **LAS FEES**
- 4.1 The Member agrees to pay the fees set forth in Appendix B to this Agreement to LAS or any third party appointed by LAS as directed by LAS. The payment of these fees to LAS shall cover the costs of managing and administering the LAS natural gas program on

behalf of the Member including the cost of any third party appointed by LAS to assist in providing services under this Agreement.

5. **TERM**

- 5.1 The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of two (2) years and thereafter shall automatically renew from year to year unless and until terminated by either Party upon one hundred and eighty (180) days prior written notice; provided, however, that this Agreement and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the Natural Gas Agreements expires. The obligation to make payment under Section 4 and Appendix B, and the liability and indemnification provisions shall survive the termination of this Agreement.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 While LAS takes proactive measures for the protection of the Member's interests, LAS cannot provide unconditional protection from the occurrence of unanticipated and uncontrollable events resulting in adverse financial consequences for the Member. LAS does warrant that the services provided by LAS under this Agreement will be performed in a professional manner. The Member agrees that if LAS breaches this warranty in performing services provided under this Agreement, the sole and complete liability of LAS for such breach will be limited to the return of the fees paid by the Member for services under this Agreement.
- 6.2 LAS liability under or for breach of this Agreement shall not exceed the amount of fees paid by the Member under this Agreement. In no event shall LAS be liable to the Member for incidental, indirect, special, punitive, exemplary or consequential damages howsoever caused, whether for breach of warranty, in tort, for contract or otherwise even if LAS has been advised of the possibility of such damages.
- 6.3 The Member hereby indemnifies LAS, its affiliates, its respective officers, directors, energy committee members, employees, agents, sub-agents, contractors, and consultants and holds them harmless from and against all losses, costs, liabilities, damages and expenses (including without limitation reasonable legal fees) it may incur as a result of LAS acting as the Member's agent as provided herein and the Member hereby agrees that it is liable for all obligations which LAS enters into on the Member's behalf.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Member represents and warrants to LAS on an ongoing basis that:
- (a) all acts necessary to the valid execution, delivery and performance of this Agreement and the Natural Gas Agreements, including without limitation, public notice or other required procedures have or will be taken and performed as required under the *Municipal Act, 2001*;

- (b) the authorizing by-law with respect to the Agreement and the Natural Gas Agreements have been passed by the council of the Member in full compliance with the *Municipal Act, 2001*, the same was signed by the head of the council and the clerk and sealed with the municipal seal of the Member and no application has been made or action brought to quash, set aside or declared invalid such authorizing by-law nor has the same been in any way repealed, altered or amended and such authorizing by-law is now in full force and effect;
- (c) the aforesaid authorizing by-law and the Natural Gas Agreements contemplated thereby do not conflict with or result in a breach or violation of any statutory provisions which apply to the Member or any agreement to which the Member is a party or under which the Member or any of its property is or may be bound, or, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Member of any regulatory, administrative or other government or public body or authority, arbitrator or court;
- (d) no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the Agreement or any of the Natural Gas Agreements as authorized under the aforesaid authorizing by-law, or in any manner questioning the proceedings and authority under which any Natural Gas Agreements will be entered into, or the capacity of the officers of the Member authorized thereunder to enter into any Natural Gas Agreements, and no authority or proceedings for the Agreement or any Natural Gas Agreements have been repealed, revoked or rescinded in whole or in part;
- (e) entry into and performance of this Agreement and the Natural Gas Agreements by the Member are for a proper public purpose within the meaning of the *Municipal Act, 2001* and the regulations made thereunder;
- (f) the Member obligations to make payments hereunder are unsubordinated obligations and are not subject to any prior claim under any agreement or financial instrument to which the Member is a party;
- (g) the Member is not now subject to any restructuring order under Part V of the *Municipal Act, 2001* or other statutory authority; accordingly, no approval of the aforesaid authorizing by-law, the Agreement or the Natural Gas Agreements is required to be given by any transition board or commission appointed in respect of the restructuring of the Member; and
- (h) to the extent that the term of any transaction entered into in under a Financial Agreement exceeds the current Member council's term, before the Member exercised any powers in respect of the transaction, the Member's treasurer calculated an updated debt limit under Ontario Regulation 403/02 and the treasurer determined that the transaction would not cause the Member to exceed its updated limit and that the approval of the Ontario Municipal Board in respect of the transaction was not required.

7.2 Each Party represents and warrants to the other on an ongoing basis that:

October 1, 2020

- (a) it has the capacity and authority to execute this Agreement and perform its obligations and has taken the necessary action to authorize the execution and performance of this Agreement and the person signing this Agreement is authorized and empowered to do so;
- (b) it has obtained or submitted any authorization or approval or notice to with any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement;
- (c) the execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it;
- (d) this Agreement constitutes a valid and legal binding obligations enforceable against it in accordance with its terms;

8. **MISCELLANEOUS**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.
- 8.2 This Agreement may be executed by the Parties in separate counterparts, and each executed counterpart shall have the same force and effect as the original instrument. The Parties agree to accept facsimile signatures in lieu of original signatures as evidence of the agreement of the other Party, but each Party shall deliver to the other Party an originally executed copy of this Agreement as soon as possible thereafter.
- 8.3 Each Party will from time to time and promptly upon request, sign and deliver all further documents including any notices of appointment of agent and take all further action as may be reasonably necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the Natural Gas Agreements contemplated by this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by the duly authorized officers:

Local Authority Services

City of

Judy Dezell
Director AMO Enterprise Centre, Business
Partnerships, LAS & ONE

[Name]
[Title]

Local Authority Services
200 University Avenue,
Toronto, ON M5H 3C6
(T) 416-971-9856
(F) 416-971-6191

[Member name and address]
(T)
(F)

October 1, 2020

Appendix A

NOTICE OF APPOINTMENT OF AGENT

THIS NOTICE OF APPOINTMENT OF AGENT is made as of the _____ day of _____, 20__

By: _____
a municipal corporation, having offices in the _____ of _____ in the Province of Ontario (hereinafter called “End User”),

To: **All Interested Parties**
(each a “Notified Party”).

1. Appointment. End User in accordance with its Natural Gas Agency and Appointment Retainer Agreement hereby appoints Local Authority Services (“LAS”) as its exclusive agent in respect of all matters related to the End User’s supply of natural gas. The End User further confirms and accepts the appointment by LAS of a third party to assist LAS in managing the End User’s gas supply in accordance with a services agreement between LAS and the third party. The third party may be changed from time to time by LAS.

2. End User Acknowledgement. End User acknowledges that in accordance with its Natural Gas Agency and Appointment Retainer Agreement with LAS that LAS is authorized to approve one or more purchasing strategies for natural gas. End User acknowledges that LAS has authorized, in accordance with the services agreement between LAS and third party, for the third party to assist by negotiating and managing one or more gas supply contracts, delivery agreements and collection service agreements for and on behalf of the End User.

3. Termination. End User may terminate the appointment of LAS as its agent in accordance with the provisions of the Natural Gas Agency and Appointment Retainer Agreement; provided, however, that this appointment and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the natural gas agreements expires. Notwithstanding the termination of the appointment of LAS, the End User shall remain liable for all natural gas agreements made on their behalf by LAS under its Natural Gas Agency and Appointment Retainer Agreement.

4. Effective Date. The appointments and directions are effective as of the date first set above.

October 1, 2020

(Legal Name of End User)

By: _____

Name: _____

Title: _____

Address: _____

City/Province: _____

Postal Code: _____

Telephone: _____

Appendix B

Fees

In accordance with Section 4.1, the Member agrees to pay LAS the following fees plus GST/HST, as applicable.

Volume (GJ/day)	Fee (\$/GJ)
5,000 or lower	\$0.14
5,001 to 8,000	\$0.12
8,001 to 15,000	\$0.10
15,001 or greater	\$0.095

LAS Natural Gas Appointment and Retainer Agreement - FAQ

Section 1 - Appointment and Authorization of LAS

What does the exclusivity reference and/with associated contracts related to Natural Gas arrangement with LAS involve?

Natural Gas Agreements

Purchasing natural gas for Members on a competitive basis requires several different contracts with a number of different parties. This includes:

- ***LAS that is the legal counterparty with the suppliers, utilities, etc. not the individual members.***
- the sale and purchase of natural gas typically from a number of different suppliers in Canada through the GasEDI base contract;
- agreements relating to the transportation of the purchased natural gas with gas transporters (TransCanada) including permanent and temporary assignment agreements for capacity on the pipeline
- agreements with distributors (Enbridge) for the distribution of natural gas in Ontario
- agreements relating to the storage of natural gas
- IT Agreements such as the EnTrac agreement with Enbridge
- regulatory framework agreements with the distributor as agent for the Customer (Service Agreement under the Gas Distribution Access Rule) to permit proper accounting between the physical supply and the billing for the natural gas at the specific customer meter.

Exclusivity

Appointing LAS as its exclusive agent is a necessary requirement of the nature of purchasing natural gas in Canada. Specifically:

- In the first instance, exclusivity is effectively required under the natural gas regulatory framework established in Ontario. Under Ontario Energy Board codes, rules and other governing documents natural gas distributors are only able to recognize a single gas vendor (agent or broker) acting on behalf of a consumer. This is recognized by distributors in various agreements including the Gas Delivery Agreement – Agent where the distributor is “entitled to deal exclusively with the Agent in respect of the rights and obligations of the Customers”.
- Secondly, as natural gas is purchased on a forward basis for a number of years by LAS, LAS needs to ensure that the costs of those purchases are covered by the members participating in the program (as well as the benefits of those purchases to members). So exclusivity is provided in the second instance to ensure that for the period of time during which purchases have been made that members are contractually bound to the program. That does not mean that members are unable to leave the program but rather than leaving the program can only take place after all of the transactions entered into supply contracts on behalf of the group of

members has expired. In that way all members are protected and not subject to any instability caused by members coming or going.

Section 2 - LAS Obligations

What are the contracts necessary to operate the program and how does this impact members?

There is no easy way to summarize the obligations that is imposed on LAS under Section 2 of the Agreement. As noted above, there are a series of Agreements relating to supplying natural gas, transporting natural gas (where purchased outside of Ontario), storing and distributing natural gas and then allowing for the purchase of that natural gas at the member's gas meter as well as a regulatory framework and set of rules that LAS has to follow.

In a nutshell, LAS needs to ensure compliance with all of the noted agreements while trying to find the best possible natural gas purchases for members, making sure they get the benefits of the purchases and properly accounting for them. So in effect, Section 2 is a high level summary of the obligations contained in all of the various agreements required.

Section 3 - Members Undertakings

3.1(d) and (h) – What collateral is required from the member (if any)?

The form of collateral or performance assurances is often specified in the GasEDI contracts and the other underlying agreements. It often includes letters of credit, cash and guarantees. Typically the form of the collateral is a decision of the party who is entitled to demand or request the collateral. For the party who is demanding the collateral it very much depends upon when the collateral is being requested i.e. at the start of a contract as opposed to where the party demanding the collateral is concerned about the financial ability of the other party to perform the contract.

e.g Under the Gas Distribution Access Rule Service Agreement a Gas Distributor can demand from an Agent the following forms of security (a) irrevocable letter of credit; (b) cash deposit; (c) pre-payment; or (d) a combination of the above.

e.g. Under the GasEDI Base Contract, "Performance Assurance" means support in the form, amount and term reasonably specified by the party demanding performance assurance including without limitation a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to the party demanding performance assurance or a performance bond or guarantee by an entity acceptable to the party demanding performance assurance.

3.1(i) – How can we provide Council assurance entering into future contracts is necessary?

While most agreements will be executed at the onset of being appointed as an Agent, the natural gas market (like any market) is not static. Changes occur in production, pipeline availability, storage, prices and weather. Under Section 2 LAS wants to be able to react to those changes in a timely manner for the benefit of members. This is why Council is being asked to commit to contracts in the future. From a practical perspective, given the large group of members in the program, LAS would not be able to work through a process with each Council in sufficient time to address any changes in a timely fashion.

3.2 – How is ineligibility determined?

Ineligibility would be determined on a case by case basis and would reflect the specific circumstances for a particular transaction. For example, it is possible that the Member in question has already entered into a number of transactions such that they do not require more natural gas for their benefit. LAS would therefore want to ensure that this particular member does not participate. Another example would be a circumstance in which the nature of the transaction is for a short term (to deal with seasonal requirements), and a number of members may not have that type of seasonal load. The language here is designed to permit LAS to deal with these types of circumstances. Perhaps another reason would be that the member is already part of another natural gas purchasing program via another agent, and eligibility for the LAS program wouldn't be until the existing agreement is fulfilled.

3.3 – How is termination and default determined?

As noted earlier, the purchase and sale of natural gas is substantially done through GasEDI Base Contracts (which is a standard form of contract most commonly used in Canada by sellers and purchasers of natural gas). Under that Agreement, Section 2.1 defines Termination Payment for a Transaction: *“means the difference between the Market Value and the Contract Value as of the Early Termination Date. If the Non-Defaulting Party is Seller under that Transaction and: (i) the Market Value is greater than the Contract Value, then the Termination Payment in respect of that Transaction will be positive (gain); or (ii) if the Market Value is less than the Contract Value, the Termination Payment in respect of that Transaction will be negative (loss). If the Non-Defaulting Party is the Buyer under that Transaction and: (A) the Contract Value is greater than the Market Value, the Termination Payment in respect of that Transaction will be positive (gain); or (B) if the Contract Value is less than the Market Value, the Termination Payment in respect of that Transaction will be negative (loss). Any loss with respect to a Transaction will be owed by the Defaulting Party to the Non-Defaulting Party and any gain with respect to a Transaction will be owed by the Non-Defaulting Party to the Defaulting Party.”*

Since that is the standard contract approach this Section reflects that provision.

3.4 – What is the finance charge referenced in this clause?

As noted under Section 3.1 (d) and (h), collateral/performance assurance may have to be provided under the Natural Gas Agreements. If LAS is obligated to provide a Letter of Credit there is a financial cost of obtaining that Letter of Credit from a financial institution and this provision allows LAS to apportion that cost to each of the members participating i.e. a charge that reasonably represents the cost of LAS or a party appointed by LAS providing collateral/performance assurance.

6.3 – Liability and Indemnification

What is the member liability for all obligations?

LAS is providing this program for the benefit of the Member and fundamental to the program is legally committing the member to the obligations it is entering into on behalf of the member. It is unclear in the absence of this type of language how LAS could function and provide certainty to the various counterparties to contracts that they have the authority to enter into these contracts and that the member will stand behind and honor those obligations and indemnify LAS for them. The strength of the program is based on the acknowledgement and support by each member to the commitment that LAS is entering into on their behalf.

Appendix A – 3. Termination Provision

The termination provision is intended to work with Section 5.1 in the Agreement. However, the Appendix is designed to be used independently of the Agreement i.e. to be provided to All Interested Parties. Those interested parties do not need to see all of the provisions of the Agreement nor do they need to know the timeline for termination. What is important from a program perspective is the interested parties knowing that upon the End User terminating that it continues in effect until the last transaction entered into expires and that the End User remain liable.

The Corporation of the Town of Essex

By-Law Number 2104

**Being a by-law to enter into an Agreement between The Corporation
of the Town of Essex (“the Recipient”) and Her Majesty in right of
Ontario as represented by the Minister of Municipal Housing Affairs
and Housing (the “Province”)**

Whereas, the Municipal Modernization Program - Intake 2(MMP2) Implementation Stream has established a grant for municipalities to undertake service reviews or fund strategies to modernize and achieve effectiveness.

And whereas, the Town of Essex was successful in securing funding from the MMP2 Implementation Stream for the project or purposes relating to the implementation of a E-Permitting system and related service delivery improvements for the Town of Essex (the “Project”).

And whereas, the Project Implementation and related Service Delivery Improvement will help enable improved physical distancing between residents and staff, ensuring continuous service delivery in the event of office closures, and further transitioning from paper-based to digital record keeping.

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 in right of Ontario as represented by the Minister of Municipal Housing Affairs and Housing (the “Province”) attached hereto and marked as Schedule “A” be approved accordingly;
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; and
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 December 6, 2021.

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

**The Corporation of the Town of Essex
(the “Recipient”)**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (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.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: Steve Clark
Title: Minister

The Corporation of the Town of Essex

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 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 the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“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, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) 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
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of

seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, 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:

- (a) carry out the Project;

- (b) use or spend Funds; or
- (c) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 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;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **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 payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **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 fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which

the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$51,350
Expiry Date	December 30, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Brenda Vloet Position: Manager, Municipal Programs and Outreach Unit Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16 th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Fax: Email:
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	Name: Position: Address: Fax: Email:

Additional Provisions:

- B1 **Section 4.2 of Schedule “A” is amended by adding the following subsection:**

- (e) the Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred Project costs.

B2 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use the Funds for the purpose of purchasing land, buildings or vehicles.

SCHEDULE "C"
PROJECT

Project Title
Town of Essex E-Permitting Implementation and Service Delivery Improvement
Objectives
The objective of the Project is to help enable physical distancing between residents and staff, ensuring continuous service delivery in the event of office closures, by transitioning from paper-based to digital record keeping, as well as finding departmental efficiencies.
Description
The Recipient will purchase software-enabling hardware for its Development Services and Infrastructure departments. The Recipient will implement a cloud-based e-permitting software that can integrate into the Recipient's Geographic Information System. The Recipient will also pay an e-permitting software implementation fee with two years of licensing.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement of up to 65% of Project costs incurred between January 26, 2021 to the earlier of September 30, 2022 or the submission of the Final Report Back.	Up to \$51,350

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Execution of Agreement	Initial payment of \$17,973 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none">• Submission of First and Second Interim Report Backs	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the First Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none">• Submission of Final Report Back to the Province	Final payment of up to \$33,377 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. First Interim Report Back	January 31, 2022
2. Second Interim Report Back	April 29, 2022
3. Final Report Back	September 30, 2022
4. Annual Report Back	September 29, 2023

Report Details

1. Interim Report Backs (2)

The Recipient will submit up to two (2) Interim Report Backs to the Province using the reporting template provided by the Province. If the Recipient submits the Final Report Back prior to the reporting due date for the Second Interim Report Back, the Recipient is not obligated to submit the Second Interim Report Back. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the next Report Back,
- A list of actual costs to carry out the Project paid by the Recipient that have not been included as part of a previously submitted Interim Report Back, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by September 30, 2022 using the reporting template provided by the Province. The Final Report Back will include:

- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of a Quarterly Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

The Corporation of the Town of Essex

By-Law Number 2102

Being a by-law to confirm the proceedings of the December 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 December 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 December 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 December 6, 2021.

Mayor

Clerk

Read a third time and finally passed on December 20, 2021.

Mayor

Clerk