



## **Regular Council Meeting Agenda**

August 6, 2019, 6:00 pm

Essex Civic Centre

360 Fairview Avenue West

Essex, Ontario

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

**1. Call to Order**

**2. Closed Meeting Report**

**3. Declarations of Conflict of Interest**

**4. Adoption of Published Agenda**

**4.1 Regular Council Meeting Agenda for August 6, 2019**

Moved by

Seconded by

**That** the published agenda for the August 6, 2019 Regular Council Meeting be adopted as presented / amended.

**5. Adoption of Minutes**

**5.1 Regular Council Meeting Minutes for July 15, 2019**

Moved by

Seconded by

**That** the minutes of the Regular Council Meeting held July 15, 2019, be adopted as circulated.

**5.2 Special Council Meeting Minutes for July 15, 2019**

Moved by

Seconded by

**That** the minutes of the Special Council Meeting held July 15, 2019 to review the Development Charges (DC) Proposal and to receive public input on the proposed policies and charges to the Development Charges, be adopted as circulated.

**6. Public Presentations**

**6.1 Essex Windsor Solid Waste Authority (EWSWA)**

Eli Maodus, General Manager and Tom Marentette, Manager of Waste Disposal

Representatives from the EWSWA are appearing before Council to provide answers and clarification to questions about various waste diversion activities at the Essex Windsor Regional Landfill.

**6.2 Cyber Insurance Coverage**

- Information Technology Report 2019-01  
RE: Cyber Insurance Coverage
- Presentation by Aon Risk Solutions, Wally McNeilly, Account Executive

Moved by  
Seconded by

That the presentation by Aon Risk Solutions, Wally McNeilly, Account Executive, together with Information Technology Report 2019-01, prepared by Jack Barron, Manager of Information Technology and submitted by Jeffrey Morrison, Director, Corporate Services, entitled "Cyber Insurance Coverage", dated August 6, 2019, be received; and

**That** Council approves the reallocation of funds from Capital Project GG-19-0012 Network Security to offset the cost of Cyber Liability Insurance coverage through our current insurance provider (AON).

### **6.3 Town of Essex Trap, Neuter and Release (TNR) Program**

- Delegation Group - Jenn de Ryk and Laura Britenbaugh
- Legal and Legislative Services Report 2019-20  
Trap, Neuter and Release (TNR) Program

Moved by  
Seconded by

**That** Legal and Legislative Services Report 2019-20, prepared by Shelley Brown, Deputy Clerk and submitted by Robert Auger, Town Solicitor/Clerk, dated August 6, 2019, entitled "Trap, Neuter and Release (TNR) Program", together with the public presentations from Jenn de Ryk and Laura Britenbaugh, be received; and

If Council wishes to move forward with recommended and proposed reforms to the administration of the TNR Program as outlined in the report and presentations;

**That** Council directs Administration to move forward with the implementation of various mechanisms designed to further and better educate the public about the TNR program.

## **7. Unfinished Business**

## **8. Reports from Administration**

### **8.1 Planning Report 2019-40**

RE: Former Harrow Junior School property Development Agreement for Anderdon Developments LTD Peggy Golden, Solicitor

- By-Law 1842  
Being a by-law to enter into a Development Agreement between The Corporation of the Town of Essex and Anderdon Developments LTD

Moved by  
Seconded by

**That** Planning Report 2019-40, entitled "Former Harrow Junior School Property Development Agreement for Anderdon Developments LTD Peggy Golden, Solicitor", prepared by Jeff Watson, Policy Planner and submitted by Lori Chadwick, Director, Development Services, dated August 6, 2019, be received; and

**That** By-Law 1825, a Development Agreement between the Town and 2484775 Ontario Incorporated for lands comprising 230 Centre Street, be rescinded; and

**That** By-Law 1842, being a by-law to enter into a Development Agreement between The Corporation of the Town of Essex and Anderdon Developments LTD, be read a first and a second time and provisionally adopted on August 6, 2019.

## **8.2 Planning Report 2019-41**

RE: Natural Heritage Conservation Easement  
B-06-19 Doug and Josie Holland and Karl and Sandy Neudorf  
2135 McCormick Road (Colchester South, Ward 3)

- By-Law 1843  
Being a by-law to enter into a Conservation Easement Agreement between Doug Holland and Josie Holland and The Corporation of the Town of Essex

Moved by  
Seconded by

**That** Planning Report 2019-41, prepared by Rita Jabbour, Planner and submitted by Lori Chadwick, Director, Development Services, entitled "Natural Heritage Conservation Easement B-06-19 Doug and Josie Holland and Karl and Sandy Neudorf, 2135 McCormick Road (Colchester South, Ward 3)", dated August 6, 2019, be received; and

**That** By-Law 1843 being a by-law to enter into a Conservation Easement Agreement between Doug Holland and Josie Holland and The Corporation of the Town of Essex be read a first, a second and a third time and finally passed on August 6, 2019.

## **8.3 Planning Report 2019-42**

RE: Update on Local Planning Appeal Tribunal Proceedings Regarding Laporte v. The Corporation of the Town of Essex

Moved by  
Seconded by

**That** Planning Report 2019-42, prepared by Rita Jabbour, Planner and submitted by Lori Chadwick, Director, Development Services and Robert Auger, Town Solicitor/Clerk, entitled "Update on Local Planning Appeal Tribunal Proceedings Regarding Laporte v. The Corporation of the Town of Essex", dated August 6, 2019, be received; and

**That** Council agrees to the adoption of the additional provisions to By-Law 1759, as issued/to be issued under the Local Planning Appeal Tribunal.

## **8.4 Planning Report 2019-43**

RE: CWATS Funding Request for 2020

Moved by  
Seconded by

**That** Planning Report 2019-43, prepared by Jeff Watson, Policy Planner and submitted by Lori Chadwick, Director, Development Services, entitled "CWATS Funding Requests for 2020", dated August 6, 2019, be received; and

**That** Council pre-approves the Town's 50 percent share of the estimated \$20,000 cost, in the amount of \$10,000 under the 2020 as the municipal contribution under the Municipal Partnership Fund of the County Wide Active Transportation initiative.

## **8.5 Infrastructure and Development Report 2019-10**

RE: Stormwater Infrastructure Improvements

Moved by  
Seconded by

**That** Infrastructure and Development Report 2019-10, prepared and submitted by Chris Nepszy, CAO, entitled "Stormwater Infrastructure Improvements", dated August 6, 2019, be received; and

**That** Council recommends improving the existing stormwater infrastructure pond in Townsview Development in the amount of \$98,442.63, utilizing a combination of funds from the urban levy (\$65,956.56), asset management lifecycle reserve (\$16,243.04) and GG-19-0003 Council Contingency (\$16,243.04); and

**That** Council recommends improvements to the Roseborough storm sewer from approximately Clark Street to the Phillip Ferris Outlet in the amount of \$84,100.00; utilizing a combination of funds from the urban levy (\$56,347.00), asset management lifecycle reserve (\$13,876.50) and GG-19-0003 Council Contingency (\$13,876.50).

## **8.6 Infrastructure and Development Report 2019-11**

RE: Results of Request for Tender - Surface Treatment 2019

Moved by  
Seconded by

**That** Infrastructure and Development Report 2019-11, prepared by Jackson Tang, Assistant Manager, Business Services and submitted by Chris Nepszy, CAO, entitled "Results of Request for Tender - Surface Treatment 2019", dated August 6, 2019, be received; and

**That** Council awards the Surface Treatment 2019 to Shepley Road Maintenance Limited in the amount of \$245,185.63, including all applicable taxes.

## **8.7 Economic Development Officer's (EDO) Report 2019-06**

RE: Essex Tourism Events Fund Applications

- Harrow Fair
- McGregor Mug Run

Moved by  
Seconded by

**That** EDO Report 2019-06, prepared by Nelson Silveira, Economic Development Officer and submitted by Lori Chadwick, Director, Development Services, entitled "Essex Tourism Events Fund Applications", dated August 6, 2019, be received; and

**That** Council approves the distribution of \$4,000. of funding for two Tourism Events fund applicants.

## **8.8 Legal and Legislative Services Report 2019-21**

- By-Law 1790  
Being a by-law to Regulate Heavy Traffic within the Municipal Limits of The Corporation of the Town of Essex
- Essex Urban Centre Map
- Harrow Urban Centre Map  
Authorized Heavy Truck Route
- Urban/Rural Areas Map



- By-Law 1799  
Being a by-law to provide for the Regulation of the Placing and/or Dumping of Fill and the Alteration of Grade and/or Removal of Topsoil from Land in the Municipality of the Town of Essex

Moved by

Seconded by

**That** Legal and Legislative Services Report 2019-21, prepared and submitted by Robert Auger, Town Solicitor/Clerk, entitled "By-Laws 1790 and 1799", dated August 6, 2019, recommending amendments to the proposed by-laws as a result of feedback received from both Council and the public at, or since the July 2, 2019 regular council meeting, be received; and

**That** By-Law 1790, as amended, being a by-law to Regulate Heavy Traffic within the Municipal Limits of The Corporation of the Town of Essex, be read a third time and finally passed on August 6, 2019; and

**That** By-Law 1799, as amended, being a by-law to provide for the Regulation of the Placing and/or Dumping of Fill and the Alteration of Grade and/or Removal of Topsoil from land in the Municipality of the Town of Essex, be read a third time and finally passed on August 6, 2019.

## 9. Reports from Youth Members

## 10. County Council Update

## 11. Correspondence

### 11.1 Correspondence to be received

Moved by

Seconded by

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

#### 11.1.1 Enforcement for Safety on Family Farms

Resolutions supporting enforcement for the safety on family farms received from:

Town of Tecumseh, dated July 19, 2019

Municipality of South Huron, dated July 25, 2019

#### 11.1.2 Support of a New Regional Hospital Site for Windsor-Essex County

Resolutions supporting moving forward with the proposed location for the new regional hospital, which will improve accessibility to the facility by the region as a whole, and should help improve healthcare for the majority of residents in Windsor-Essex County:

Municipality of Leamington, dated May 24, 2019

Town of Tecumseh, dated June 27, 2019

#### 11.1.3 The College of Physicians and Surgeons of Ontario

RE: Call for nominations for an Outstanding Ontario Physician in Your Community

"The College of Physicians and Surgeons of Ontario Council Award" -

Deadline for nominations is September 30, 2019 at 5:00 PM

11.1.4 Town of Halton Hills

RE: Reducing Litter and Waste in our Communities

Correspondence from the Town of Halton Hills advising that they are calling upon the Province of Ontario, to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers.

11.1.5 Windsor Essex County Environment Committee

RE: July 4, 2019 Meeting Minutes

**11.2 Correspondence to be considered for receipt and support**

11.2.1 Municipal Heritage Committee Member Resignation

Laurel Renaud

Moved by

Seconded by

**That** the resignation from Laurel Renaud from the Town's Heritage Committee, dated June, 2019, be received with regret; and

**That** a letter of thanks be sent to Ms. Renaud thanking her for her time spent on the Committee, and that Schedule "A" to By-Law 1777, be updated accordingly.

11.2.2 Attorney General

RE: Joint & Several Liability & Insurance Consultation

Invitation from the Doug Downey Attorney General, to participate in the government's consultations regarding joint and several liability, insurance costs, and the "liability chill" affecting the delivery of everyday public services.

Moved by

Seconded by

**That** correspondence from the Doug Downey, Attorney General, dated July 12, 2019 inviting the Town of Essex to participate in the government's consultations regarding joint and several liability, insurance costs, and the "liability chill" affecting the delivery of everyday public services, be received; and

**That** Administration be directed to participate in the municipal consultation process.

11.2.3 Township of McKellar

RE: Municipal Amalgamation

Correspondence from the Township of McKellar to the Honourable Doug Ford, Premier expressing their concerns with the potential for forced municipal amalgamation under the current provincial government.

Moved by

Seconded by

**That** correspondence from the Township of McKellar, dated July 16, 2019

to the Premier of Ontario, expressing their concerns with the potential for forced amalgamation, under the current provincial government, be received; and

**That** if Council chooses to support their resolution, a letter of support be sent to Doug Ford, Premier of Ontario, Christine Elliott, Deputy Premier, Steve Clark, Minister of Municipal Affairs, Andrea Horwath, Leader of the New Democratic Party and the Township of McKellar.

#### 11.2.4 Municipality of Neebing

RE: Ontario Municipal Partnership Fund (OMPF)

Moved by

Seconded by

**That** correspondence from the Municipality of Neebing, dated July 18, 2019 advising of their resolution that is petitioning the Provincial Government to maintain the Ontario Municipal Partnership Fund at no less than 2016 levels, be (received/received and supported); and

**That** if Council chooses to support their resolution, a letter of support be sent to the Minister of Finance, Taras Natyshak, MPP and the Municipality of Neebing.

### 12. Committee Meeting Minutes

#### 12.1 Fun Fest - June 27, 2019

#### 12.2 Fun Fest - July 18, 2019

#### 12.3 Essex Accessibility Advisory Committee - June 27, 2019

- **(EAAC19-06-018) Recommendation to Council** to direct Town Administration to provide more media promotion regarding the availability of grants with the Town's updated Community Improvement Plans and further provide this information to the proper contacts at the Harrow Chamber of Commerce and the Essex Centre Business Improvement so they can further promote the grant opportunities.
- **(EAAC19-06-019) Recommendation to Council** to have Administration review and report back on the feasibility of adding a second handicap spot on King Street in Harrow across the street from the CIBC to enable better access to the downtown businesses in that area for seniors, particularly the bank, hairdressers and chiropractor.
- **(EAAC19-06-020) Recommendation to Council** to direct Administration to select a qualified staff member to receive the Rick Hansen Foundation Accessibility Certification (RHFAC) Accessibility Assessor Training Course to become RHFAC Professional Designation or alternatively, to send a letter to County Council to send one qualified professional from one of the local municipalities to take the RHFAC Accessibility Assessor Training Course in a cost-sharing initiative in order to have a local certified professional within the County that can better identify accessibility barriers within the local municipalities of the County.
- **(EAAC19-06-21) Recommendation to Council** to direct Administration to select and approve a Committee member and or Administration member to attend the October 31 to November 1 Accessibility Professional Network Conference in Toronto.

## **13. Financial**

### **13.1 May 2019 Bank Payments Report**

Moved by  
Seconded by

**That** the May 2019 Bank Payments Report, including the May cheque register, cheque number 49414 to cheque number 49603 inclusive in the amount of \$1,146,925.64; the Preauthorized Payments for May 2019 in the amount of 316,707.19; and Payroll for May 2019 in the amount of \$471,499.08, be ratified as submitted.

### **13.2 June 2019 Bank Payments Report**

Moved by  
Seconded by

**That** the June 2019 Bank Payments Report, including the June cheque register, cheque number 49604 to cheque number 49832 inclusive in the amount of \$5,133,389.46; the Preauthorized Payments for June 2019 in the amount of \$321,446.75; and Payroll for June 2019 in the amount of \$448,126.04, be ratified as submitted.

## **14. New Business**

## **15. Notices of Motion**

### **15.1 The following Notice of Motion will be brought forward for consideration at the September 3, 2019 Regular Council Meeting:**

Moved by Councillor Bondy  
Seconded by

**That** Council have a discussion about tightening the policy of proxy voting, fixing the use of corporate resource by-law and sign by-law.

## **16. Reports and Announcements from Council Members**

## **17. By-Laws**

### **17.1 By-Laws that require a third and final reading**

#### **17.1.1 By-Law 1824**

Being a by-law to provide for Sydenham Street Drain (East Side) and Bagot Street Drain (West Side) (Petition for Drainage) Part of Lots 11, 12 & 13, Registered Plan 18, Geographic Township of Colchester South, Project REI2015D036, Town of Essex, County of Essex

Moved by  
Seconded by

**That** By-Law 1824 being a by-law to provide for Sydenham Street Drain (East Side) and Bagot Street Drain (West Side) (Petition for Drainage) Part of Lots 11, 12 & 13, Registered Plan 18, Geographic Township of Colchester South, Project REI2015D036, Town of Essex, County of Essex, be read a third time and finally passed on August 6, 2019.

#### **17.1.2 By-Law 1840**

Being a by-law to confirm the proceedings of the July 15, 2019, Regular

Meeting of the Council of The Corporation of the Town of Essex

Moved by

Seconded by

**That** By-Law 1840 being a by-law to confirm the proceedings of the July 15, 2019, Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on August 6, 2019.

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

### **17.2.1 By-Law 1838**

Being a by-law to appoint Director, Infrastructure Services for the Town of Essex  
(Chris Gainham)

Moved by

Seconded by

**That** By-Law 1838 being a by-law to appoint Director, Infrastructure Services for the Town of Essex, be read a first, a second and a third time and finally passed on July 15, 2019.

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

### **17.3.1 By-Law 1844**

Being a by-law to confirm the proceedings of the August 6, 2019 Regular Meeting of the Council of the Corporation of the Town of Essex

Moved by

Seconded by

**That** By-Law 1844 being a by-law to confirm the proceedings of the August 6, 2019 Regular Meeting of the Council of the Corporation of the Town of Essex, be read a third time and finally passed on August 6, 2019.

## **18. Adjournment**

Moved by

Seconded by

**That** the meeting be adjourned at [TIME].

## **19. Future Meetings**

### **19.1 MEETING CANCELLED - AUGUST 19, 2019 REGULAR COUNCIL MEETING**

### **19.2 Tuesday, August 27, 2019 - 5:00 - 6:00 PM - Special Council Meeting**

Development Charges Background Study

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

### **19.3 Tuesday, September 3, 2019 - 6:00 - 9:00 PM - Regular Council Meeting**

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

**The Corporation of the Town of Essex**  
**Regular Council Meeting Minutes**

July 15, 2019, 6:00 pm  
Essex Civic Centre  
360 Fairview Avenue West  
Essex, Ontario

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

Also Present: Chris Nepszy, CAO  
Doug Sweet, Deputy CAO/Director, Community Services  
Jeffrey Morrison, Director, Corporate Services  
Lori Chadwick, Director, Development Services  
Rita Jabbour, Planner  
Jeff Watson, Policy Planner  
Rick Arnel, Fire Chief  
Shelley Brown, Deputy Clerk  
Robin Hall, Administrative Assistant  
  
Cameron Soucie, Youth Council Member

**1. Call to Order**

**2. Closed Meeting Report**

Shelley Brown, Deputy Clerk provided a verbal report on the Closed Meeting held prior to tonight's regular council meeting. She stated that it was held in closed session as permitted under Section 239 ( 2 ) ( c ) of the Municipal Act, S.O. 2001, to receive information concerning a potential acquisition and disposition of lands by the municipality.

She reported that Council received an update on a pending land acquisition matter.

**3. Declarations of Conflict of Interest**

No conflict of interests were noted at this time.

**4. Adoption of Published Agenda**

**4.1 Regular Council Meeting Agenda for July 15, 2019**

Moved by Councillor Verbeek  
Seconded by Deputy Mayor Meloche

**(R19-07-312) That** the published agenda for the July 15, 2019 Regular Council Meeting, be adopted as amended, with a correction to be noted to the Special Council Meeting Minutes, dated July 3, 2019 on this evening's agenda, that;

Resolution SP19-07-033 was moved by Councillor Vander Doelen and seconded by Councillor Bondy, and Resolution SP19-07-004 was moved by Councillor Bjorkman and seconded by Councillor Bondy.

**Carried**

**5. Adoption of Minutes**

**5.1 Regular Council Meeting Minutes for July 2, 2019**

Moved by Deputy Mayor Meloche  
Seconded by Councillor Verbeek

**(R19-07-313) That** the minutes of the Regular Council Meeting held July 2, 2019, be adopted as circulated.

**Carried**

**5.2 Special Council Meeting Minutes for July 3, 2019**

Moved by Councillor Bowman  
Seconded by Councillor Vander Doelen

**(R19-07-314) That** the minutes of the Special Council Meeting held July 3, 2019 to provide Council with the status of the 2019 road projects and to receive Council's direction regarding the commencement or cancellation of the proposed 2019 road projects, be adopted as amended.

**Carried**

**5.3 Special Council Meeting Minutes for June 18, 2019**

Moved by Councillor Bjorkman  
Seconded by Councillor Garon

**(R19-07-315) That** the minutes of the Special Council Meeting held June 18, 2019 for a presentation from the Walkerton Clean Water Centre and the Ontario Clean Water Agency, be adopted as circulated.

**Carried**

**6. Public Presentations**

**6.1 Essex Region Conservation Authority (ERCA)**

RE: Essex hazards - high lake levels/flooding

Tim Bryne, Director and James Bryant, Water Resources Engineer from the Essex Region Conservation Authority's Watershed Management Services appeared before Council concerning the high lake levels and flooding in and around the Great Lakes and our area. Mr. Bryne and Mr. Bryant provided Council with a power point presentation providing charts, data and photos with respect to the ongoing record high lake levels and flooding in the Great Lakes system and our region.

Moved by Councillor Bjorkman  
Seconded by Councillor Garon

**(R19-07-316) That** the power point presentation by Tim Bryne, Director and James Bryant, Water Resources Engineer, Watershed Management Services, concerning the Great Lakes Water Levels and Current Conditions and Outlook, be received.

**Carried**

**7. Unfinished Business**

**8. Reports from Administration**

**8.1 Legal and Legislative Services Report 2019-018**

RE: Court of Revision for West Townline Drain: Bridge for Union Gas and Updated Maintenance Schedule of Assessment

- By-Law 1837  
Being a by-law to provide for West Townline Drain New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment, Geographic Township of Colchester South, Project REI2016D061, Town of Essex, County of Essex

Moved by Deputy Mayor Meloche  
Seconded by Councillor Bowman

**(R19-07-317) That** Legal and Legislative Services Report 2019-018, entitled "Court of Revision for West Townline Drain New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment, Geographic Township of Colchester South, prepared by Robert Auger, Town Solicitor/Clerk and submitted by Chris Nepszy, CAO, dated July 15, 2019, be received; and

**That** Dan Boudreau, Luke Martin and Felix Weight-Bienzle be appointed to sit as members of the Court of Revision scheduled to convene at 4:30 PM on August 6, 2019 in the County of Essex Civic Centre Council Chambers, 360 Fairview Avenue West, Essex, with respect to the West Townline Drain New Bridge for Union Gas, Part Lot 1, Concession 3 and Updated Maintenance Schedule of Assessment, Geographic Twp. of Colchester South, Project REI2016D061, pursuant to the report prepared by Gerard Rood, Professional Engineer, Rood Engineering Ltd., dated April 26, 2019; and

**That** By-Law 1837 being a by-law to provide for the West Townline Drain New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment, Geographic Township of Colchester South, Project REI2016D061, Town of Essex, County of Essex, be read a first and a second time and provisionally adopted on July 15, 2019.

**Carried**

**8.2 Planning Report 2019-39**

RE: Accessible Parking Provisions in the General Zoning By-Law and Sign By-Law

Moved by Councillor Verbeek  
Seconded by Councillor Bjorkman

**(R19-07-318) That** Planning Report 2019-39, entitled "Accessible Parking Provisions in the General Zoning By-Law", prepared by Jeff Watson, Policy



Planner and submitted by Lori Chadwick, Director of Development Services, dated July 15, 2019, be received; and

**That** Council authorizes the holding of a public information meeting on August 6, 2019 to introduce the Accessibility for Ontarians with Disabilities Act accessible parking space provisions.

**Carried**

### **8.3 Community Services Report 2019-029**

RE: Harrow Canteen Operating Agreement

- By-Law 1839  
Being a by-law to authorize the execution of a Lease Agreement between the Town of Essex and 2299961 Ontario Inc. represented by Darlene Snyder for rental space located at 243 McAfee Street, Harrow, Ontario

Moved by Councillor Verbeek

Seconded by Councillor Bowman

**(R19-07-319) That** Community Services Report 2019-029, entitled "Harrow Canteen Operating Agreement", prepared and submitted by Doug Sweet, Director, Community Services, dated July 15, 2019, be received; and

**That** Council approves entering into an agreement with 2299961 Ontario Inc. represented by Darlene Snyder to operate the Harrow Arena Canteen for one (1) year commencing September 1, 2019 at a rate of \$22.60 per month inclusive of Harmonized Sales Tax (HST) subject to the general terms and conditions as outlined in By-Law 1839.

**Carried**

Moved by Councillor Bjorkman

Seconded by Councillor Verbeek

**(R19-07-320) That** By-Law 1839 being a by-law to authorize the execution of a Lease Agreement between the Town of Essex and 2299961 Ontario Inc. represented by Darlene Snyder for rental space located at 243 McAfee Street, Harrow, Ontario, be read a first, a second and a third time, and finally passed on July 15, 2019.

**Carried**

### **8.4 Community Services Report 2019-030**

RE: Special Events Resource Team (SERT) July Update

Moved by Deputy Mayor Meloche

Seconded by Councillor Garon

**(R19-07-321) That** Community Services Report 2019-030, entitled "Special Events Resource Team (SERT) July Update", prepared and submitted by Doug Sweet, Director, Community Services, dated July 15, 2019, be received.

**Carried**

## **8.5 Community Services Report 2019-031**

RE: New Essex Fire Station 2 Location

Moved by Councillor Verbeek

Seconded by Deputy Mayor Meloche

**(R19-07-322) That** Community Services Report 2019-031, entitled "New Essex Fire Station 2 Location", prepared by Richard Arnel , Fire Chief and submitted by Doug Sweet, Director, Community Services, dated July 15, 2019, be received.

**Carried**

## **8.6 Building Report 2019-06**

RE: June 2019 Building Report

- Development Overview June 2019

Moved by Councillor Vander Doelen

Seconded by Councillor Bowman

**(R19-07-323) That** Building Report 2019-06, dated July 8, 2019 providing Council with a summary of building activity in the Town of Essex and a Development Overview for the month of June, be received.

**Carried**

## **8.7 Legal and Legislative Services Verbal Report**

RE: August 19, 2019 Regular Council Meeting

Due to the AMO Conference on August 18 - 21 in Ottawa, there will be a lack of quorum for the August 19, 2019 Regular Council Meeting. Administration is seeking direction to cancel or reschedule the meeting.

Moved by Councillor Vander Doelen

Seconded by Deputy Mayor Meloche

**(R19-07-324) That** the Regular Council Meeting scheduled on August 19, 2019, be cancelled.

**Carried**

## **9. Reports from Youth Members**

## **10. County Council Update**

## **11. Correspondence**

### **11.1 Correspondence to be received**

#### **11.1.1 Town of Kingsville**

RE: Support of new regional hospital for Windsor-Essex County

Resolution supporting moving forward with the new Mega Hospital in the proposed location, to serve the entire combined region.

#### **11.1.2 Ontario Municipal Tax and Revenue Association**

RE: Jeffrey Morrison, Accreditation

Correspondence advising of the accreditation being awarded to Jeffrey Morrison the designation of Certified Municipal Revenue Professional (CMRP) by the Ontario Municipal Tax and Revenue Association.

#### 11.1.3 City of Brantford

RE: Endorsement of Large Urban Mayors Caucus of Ontario (LUMCO) Resolution regarding Retail Cannabis Store

Correspondence from the City of Brantford, dated July 3, 2019 to the Premier of Ontario supporting the resolution opted by LUMCO at its May 24, 2019 meeting regarding retail cannabis stores.

#### 11.1.4 Township of Warwick

RE: Resolution Regarding Enforcement for Safety on Family Farms

Correspondence from the Township of Warwick, dated June 26, 2019 to the Ministry of the Attorney General requesting that the Ministry works with fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals.

#### 11.1.5 Jeff and Teri Gorick

RE: Proposed truck route involving Sinasac Street in Harrow

Correspondence from Jeff and Terri Gorick of 190 Sinasac Street in Harrow, dated July 3, 2019 advising Council of their position with regards to a proposed truck route involving Sinasac Street in Harrow.

Moved by Deputy Mayor Meloche  
Seconded by Councillor Verbeek

**(R19-07-325) That** correspondence listed in Agenda Item 11.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

**Carried**

### 11.2 Correspondence to be considered for receipt and support

#### 11.2.1 Coaches Association of Ontario

RE: Proclamation Request - National Coaches Week  
September 21 - 29, 2019

Moved by Councillor Bjorkman  
Seconded by Councillor Bowman

**(R19-07-326) That** the proclamation request from Coaches Association of Ontario, dated June 26, 2019 asking Council to consider recognizing National Coaches Week from September 21 - 29, 2019 in the Town of Essex, be (received and supported); and

**Whereas** the Town of Essex recognizes the tremendous positive impact coaches have on athletes and communities;

**Whereas** the purpose of National Coaches Week is to provide the 300,000 coaches who call Essex and Ontario home with the resources, representation

and recognition they deserve for the time they devote to ensuring Canadians live an active and healthy lifestyle;

**Whereas** a number of great coaches live and volunteer here and we celebrate their commitments by saying "#ThanksCoach";

**Now therefore** the Council of the Town of Essex does hereby proclaim September 21 - 29, 2019 as National Coaches Week in the Town of Essex.

**Carried**

**12. Committee Meeting Minutes**

**12.1 Essex Centre B.I.A. - May 14, 2019**

**12.2 Drainage Board - June 17, 2019**

Consideration of Report  
RE: West Townline Drain New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment

**12.3 Finance Committee - June 3, 2019**

(FC-2019-06-04) **Recommendation to Council** that a \$1,750.00 credit be applied towards a zoning by-law amendment for Roll 3754 760 000 01200.

Moved by Councillor Verbeek  
Seconded by Deputy Mayor Meloche

**(R19-07-327) That** the minutes listed in Agenda Item 12, together with any recommendations noted therein, be received, approved and adopted as circulated.

**Carried**

**13. Financial**

**14. New Business**

**15. Notices of Motion**

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

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

**17. By-Laws**

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

**17.1.1 By-Law 1836**

Being a by-law to confirm the proceedings of the July 2, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved by Councillor Bowman  
Seconded by Councillor Bjorkman

**(R19-07-328) That** By-Law 1836 being a by-law to confirm the proceedings of the July 2, 2019, Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally adopted on July 15, 2019.

**Carried**

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

17.2.1 By-Law 1841

Being a by-law to amend By-Law 1719, being a by-law to enter into a Site Plan Control Agreement between The Corporation of the Town of Essex and the Greater Essex County District School Board

Moved by Councillor Verbeek  
Seconded by Councillor Vander Doelen

**(R19-07-329) That** By-Law 1841 being a by-law to enter into a Site Plan Control Agreement between The Corporation of the Town of Essex and the Greater Essex County District School Board, be read a first, a second and a third time and finally pass on July 15, 2019.

**Carried**

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

17.3.1 By-Law 1840

Being a by-law to confirm the proceedings of the July 15, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved by Councillor Verbeek  
Seconded by Councillor Bjorkman

**(R19-07-330)That** By-Law 1840 being a by-law to confirm the proceedings of the July 15, 2019, Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on July 15, 2019.

**Carried**

**18. Adjournment**

Moved by Councillor Vander Doelen  
Seconded by Deputy Mayor Meloche

**(R19-07-331) That** the meeting be adjourned at 7:00 PM.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Town of Essex**  
**Special Council Meeting**

July 15, 2019  
5:00 p.m.  
Essex Civic Centre  
360 Fairview Ave. West  
Essex, Ontario

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 Chris Vander Doelen  
Ward 3 Councillor Steve Bjorkman  
Ward 4 Councillor Sherry Bondy

Also present: Chris Nepszy, Chief Administrative Officer  
Doug Sweet, Deputy C.A.O./ Director, Corporate Services  
Jeffrey Morrison, Director, Corporate Services  
Lori Chadwick, Director, Development Services  
Rita Jabbour, Planner  
Jeff Watson, Policy Planner  
Shelley Brown, Deputy Clerk  
Robin Hall, Administrative Assistant

This Public Meeting was held to give the public an opportunity to ask questions, and provide comments on the proposed policies and charges to Development Charges. The Mayor called the meeting to order at 5:06 p.m.

**2. Declarations of Conflict of Interest**

No conflict of interest were noted at this time.

**3. Adoption of Published Agenda**

Moved by Councillor Bjorkman  
Seconded by Deputy Mayor Meloche

**(SP19-07-006) That** the published agenda for the July 15, 2019 Special Council Meeting held to review the Development Charges (DC) Proposal and to receive public input on the proposed policies and charges to the Development Charges, be adopted as presented. **“Carried”**

**4. Public Presentations**

Mr. Gary Scandlan, Managing Partner & Director, Watson & Associates Economists Ltd. provided a power point presentation, dated July 15, 2019 entitled “Town of Essex, Development Charges Public Meeting”. He advised Council on the timelines and provided a general overview on the Development Charges Act and the by-law process.

Chris Nepszy, Chief Administrative officer,(C.A.O.) encouraged Council to discuss any questions that they may have with respect to the presentation and the reports as these discussions will help define the eventual Development Charges by-law (“DC By-law”).

Councillor Bjorkman asked Chris Nepszy, C.A.O. what Administrations’ recommendations are regarding soft services. Mr. Nepszy stated that it is a Council

decision and the role of Administration is mainly to provide the information and the data that Council needs or requests for the purposes of making decision on a future DC By-law.

A special meeting to be held in the next few weeks was requested by Council in order to further review and deliberate on the various options provided in the Development Charges (DC) Proposal.

No other public presentations or delegations were made at this meeting.

Moved by Councillor Bjorkman

Seconded by Councillor Garon

**(SP19-07-007) That** the power point presentation entitled "Town of Essex, 2019 D.C. Public Meeting, July 15, 2019", the "Development Charges Background Study", dated June 20, 2019, Addendum #1 dated July 4, 2019 and Addendum #2 dated July 11, 2019 both being addendums to the June 20, 2019 Development Charges Background Study, as prepared by Watson & Associates Economists Ltd., be received. **"Carried"**

## **5. Adjournment**

Moved by Councillor Bowman

Seconded by Councillor Vander Doelen

**(SP19-07-008) That** the meeting be adjourned at 5:51 PM. **"Carried"**

---

Mayor

---

Deputy Clerk

**Monday, July 15, 2019**

**changes to the Development Charges Act.**

[illegible]





## 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.** Please refer to our online Community Calendar at [www.essex.ca](http://www.essex.ca) for scheduled Council meetings.

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

Name: Eli Moadus, General Manager & Tom Marentette  
Date of Request: Tue July 30, 2019 Manager of Waste Disposal

Are you representing a group? Yes ☒ No ☐

Name of group (if applicable): Essex-Windsor Solid Waste Authority

Please provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take:

Appearing on the request of
Essex Town Council to
answer questions pertaining
to the Essex-Windsor Regional
Landfill and any other
EWSWA related matters.

Have you consulted with Town staff on this issue? Yes ☒ No ☐

If yes, please provide the names of staff consulted and the details of your discussions:

CAO Chris Nepszy

If this is a property matter, are you an owner? Yes ☐ No ☐ N/A ☒

Have you appeared before Council in the past regarding this issue? Yes ☐ No ☒

If so, please tell us the year in which you appeared: \_\_\_\_\_

Will you have written or printed materials to distribute? Yes ☐ No ☒

Please submit 12 copies of printed materials to the Clerk before the meeting.

Will you be delivering an electronic presentation that requires access to a computer and software? Yes ☐ No ☒

Please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting.

Do you have any additional special needs for your presentation? Yes ☐ No ☒

If yes, please describe your special needs:


Your address or group contact address (including postal code):

emaodus@ewswa.org

Your phone numbers:

Home \_\_\_\_\_

Work 519-776-6441 x1226

Cell \_\_\_\_\_

Your email address:

emaodus@ewswa.org

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

1.	<u>see pg. 1</u>
2.	
3.	

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.

**Please remit this form and copies of material being presented to:**

Robert Auger, Manager of Legislative Services/Clerk  
33 Talbot Street South, Essex, Ontario N8M 1A8  
Telephone: 519-776-7336 x1132 | Fax: 519-776-8811  
Email: rauger@essex.ca



## Report to Council

Department: Corporate Services  
Date: August 6, 2019  
Prepared by: Jack Barron  
Manager of Information Technology  
Submitted by: Jeffrey R. Morrison, CPA, CGA  
Director, Corporate Services  
Report Number: Information Technology Report 2019-01  
Subject: Cyber Insurance Coverage  
Number of Pages: 6 (including attachments)

### Recommendation(s)/Conclusion(s)

1. That, Information Technology Report 2019-01 entitled 'Cyber Insurance Coverage' be **received**; and
2. That Council **approves** the reallocation of funds from Capital Project GG-19-0012 Network Security to offset the cost of Cyber Liability Insurance coverage through our current insurance provider (AON).

### Purpose

Expenditures that fall outside of the annual budget process need in year approval by Council.

### Background

In the past few years there have been several municipalities that have been affected by a ransomware virus attack. Wasaga Beach was forced to pay ransom of \$34,950 to regain access back to their own network. The Town of Midland and Stratford have also encountered instances of a ransomware attack. These attacks have led the Ontario Provincial Police to issue a number of cybercrime Alerts to all municipalities throughout the Province. These alerts are to inform local governments on the increase of ransomware attacks.

Ransomware occurs when a cybercriminal or hacker infects a victim's computer system with malware. Malware is usually transmitted by an infected email attachment or file. This ransomware or malware has embedded code which can cripple an entire computer network. Ransomware will encrypt all data on the computer network potentially making all systems inaccessible and unusable.

The goal of the cybercriminal is to render the organizations network useless. Once the network has been affected, the cybercriminal will then demand a ransom. The ransom is usually requested in the form of cryptocurrency like Bitcoin. This ransom is for an exchange of a decryption key which will reverse the effects of the ransomware attack.

The IT Department is constantly defending the network to cyber threats and is always updating software and systems to combat any sort of malicious software attack.

The Town of Essex receives over 10,000 email messages a week, with over half being spam, malware or viruses. The Town's IT Department keeps Town workstations and servers updated and protected with antivirus software, system updates, and patches. In addition, staff are provided reminder's and trained on how to differentiate between malware emails.

Cyber insurance can help cover any offsetting costs involved with recovery after a cyber-related security breach. Cyber insurance also covers a broad range of cyber risk losses that may unexpectedly arise from cyberattacks. In addition this insurance can offer coverage for physical damage to computer and network hardware.

Schedule "A" attached provides a listing of coverage highlights covered by Aon Cyber Liability Insurance.

### **Financial Impact**

The annual cost of the insurance premium for 2019 is \$15,126.00 (including non refundable hst). It is requested that the cost for 2019 be offset through the reallocation of funds from the approved Capital Project GG-19-0012 Network Security Audit., in which \$27,000.00 was budget and remaining. The premiums for 2020 and beyond will be budgeted for in-year and requested under the Town's operating budget.

## **Link to Strategic Priorities**

This report is linked to IT's Strategic Priorities:

1. Manage the Town's infrastructure in a responsible and efficient manner.

### **Reviewed by:**

Chris Nepszy, Chief Administrative Officer,	Concur
Jeffery Morrison, Director, Corporate Services / Treasurer	Concur
Doug Sweet, Director, Community Services / Deputy CAO	Concur

## Schedule "A" - Listing of coverage highlights

When a breach occurs, you need to be ready to respond quickly and effectively to mitigate your exposure to reputational damage and legal liability. Beazley makes this easy. When you believe that you might have suffered a security breach, you merely contact BBR Services and they take it from there. Working with the BBR Services team and a network of preferred vendors, they will jump to your aid to include:

- Forensic experts
- Legal services
- Notification services
- Public relations and crisis management services
- Call center services
- Credit/Identity monitoring

In addition, you will have access to complimentary loss control, risk management and online resources to help you prepare for and mitigate the potential of a data breach.

### Coverage Highlights

Third Party Liability	
<b>Information Security and Privacy Liability</b>	Provides coverage for claims alleging 1) a violation of a Privacy law, 2) for your company's inability to protect someone else's confidential information, 3) failure of your computer system to prevent the damage or destruction of data, 4) failure to prevent the transmission of malicious code or 5) participation in a dedicated denial of service attack and more
<b>Regulatory Defense and Penalties</b>	Provides coverage for situations where regulators pursue your company as the result of a data security event.
<b>Media Liability</b>	Provides coverage for damages and claims expenses you are legally obligated to pay as the result of a claim arising from the display of media material on your website or social media web pages. Potential allegations can include defamation, libel, slander, copyright infringement, trademark infringement and more.
<b>Payment Card Industry (PCI) Fines and Costs</b>	Reimburses you for PCI fines, expenses and costs you become legally obligated to pay as the result of a claim. PCI Fines, Costs and Expenses are the direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed under the terms of a Merchant Services Agreement following noncompliance with published Payment Card Industry Data Security Standards and a data breach covered by the policy. <u>Note:</u> This coverage is only applicable if you have a merchant

<b>Breach Response Services</b>	
<b>Overview</b>	Includes the assistance of Beazley's expert Breach Response Services team at every stage of the investigation of, and response to, a data breach incident. The BBR Services team provides advice regarding selection of vendors from Beazley's vetted, expert panel. The limits provided for these coverages are separate from, and in addition to, the third party liability limit avoiding liability limit erosion.
<b>Notification Services</b>	Provides notification to individuals who are required, under a breach notice law, to be notified of a breach of their private information. BBR Services will also walk you through notification details such as how to work with privacy counsel to develop notification letters and how to timely provide notification letters, relevant addresses and other required deliverables to the notification vendor.
<b>Call Center Services</b>	Provides a call center to answer calls from affected individuals about a breach following notification. BBR Services will also walk you through developing a set of frequently asked questions (FAQs) for use by the call center and how to anticipate and prepare for call escalations.
<b>Breach Resolution &amp; Mitigation Services</b>	Provides credit monitoring, identity monitoring, or other solutions to fit the breach event to notified individuals. This also includes fraud resolution and fraud support services, where needed.
<b>Computer Expert Services</b>	In the event that external forensics assistance is needed to assess the impact of a data incident on your computer system, this provides computer expert services to help to determine whether, and the extent to which, notification must be provided to comply with Breach Notice Laws, and, if applicable, give advice and oversight in connection with the investigation conducted by a PCI Forensic Investigator.
<b>Legal Services</b>	If an incident occurs that might require notification under relevant breach notice laws or regulations, specific Legal Services are provided to assist you in investigating and responding to the incident.
<b>Public Relations and Crisis Management Services</b>	Pays for specific costs which are directly related to mitigating harm to your reputation including the costs of a PR or crisis management consultant. Also includes voluntary notification costs approved by the underwriter.

<b>First Party Coverages</b>	
<b>Cyber Extortion</b>	Provides coverage for a loss as a result of a threat to breach computer security and cause certain damages unless an extortion payment is made. This includes coverage for extortion payments and fees and expenses for a security consultant retained to prevent or terminate an extortion threat.
<b>Data Protection Loss</b>	Indemnifies you for the recreation costs when data assets are altered, destroyed or corrupted due to a data security event
<b>Business Interruption Loss</b>	Indemnifies you for the income loss and extra expenses you incur as a result of the actual and necessary interruption or suspension of your computer systems that results from the failure of your systems to prevent a data security breach. The income loss includes your lost net profit plus fixed operating expenses that are necessary for the continuation of your business during the period of restoration. Extra



	expenses include those reasonable and necessary costs you incur to minimize, reduce or avoid the income loss during the period of restoration
<b>Unintentional First Party Incident</b>	Indemnifies you for the income loss and extra expenses you incur as a result of the actual and necessary interruption or suspension of your computer systems that results from an unintentional, accidental or negligent act, error or omission of any employee or other Insured in entering, maintaining, modifying or developing data or in the operating or maintaining of your computer system. The income loss includes your lost net profit plus fixed operating expenses that are necessary for the continuation of your business during the period of restoration. Extra expenses include those reasonable and necessary costs you incur to minimize, reduce or avoid the income loss during the period of restoration.
<b>Electronic Crime</b>	Provides cover for loss of money or securities contained in a transfer account at a Financial Institution resulting from transfer fraud by a 3rd party.
<b>Consequential Reputational Loss</b>	Provides cover for current or future business income loss as a result of damage to your reputation due to a cyber incident during the notification period. It does not include 3rd party liability and legal expenses and does not take into account loss of market due to unfavourable business conditions.
<b>Fraudulent Instruction</b>	Provides cover for losses resulting from money or securities being transferred, paid or delivered as a direct result from fraudulent instructions
<b>Telecommunications Fraud</b>	Provides cover for direct financial loss resulting directly from a 3rd party gaining access to and using the insured's telephone system in an unauthorized manner.

**Additional Coverage Highlights:**

- Covers both electronic information and non-electronic information
- Coverage extends to breaches of your information in the possession of your contracted third party vendors (i.e. Iron Mountain, etc.)
- Covers civil money penalties and fines, except where uninsurable
- Covers acts by "rogue" employees
- Covers the failure to comply with own privacy policy
- Covers the failure to administer an identity theft prevention program required by law or taking necessary actions to prevent phishing / identity theft
- Covers the failure to disclose timely a security breach as required by law



A data breach isn't  
always a disaster  
Mishandling it is.

# A world of risk

## 81%

The percentage of Canadians who would choose to do business with a company specifically because it has a good reputation for privacy practices.<sup>1</sup>

## 707 million\*

data records compromised in 2015  
source: [www.breachlevelindex.com](http://www.breachlevelindex.com)

## 70%

The proportion of breaches attributable to malware or hacking since 2005<sup>2</sup>

## 1,673\*

The number of data breaches that occurred globally in 2015 source: [www.breachlevelindex.com](http://www.breachlevelindex.com)

## 3.2b

Number of people in the world who are online (approximately 43% of the world's population)<sup>3</sup>

## 50%

Nearly 50% of users open emails and click on phishing links within the first hour<sup>4</sup>

### Notes

1 [www.priv.gc.ca](http://www.priv.gc.ca)

2 [www.privacyrights.org](http://www.privacyrights.org) as of Dec 31, 2015

3 International Telecommunication Union

4 2015 Verizon Data Breach Investigations Report

\*Information collected from public sources only. Figure does not include unreported data breach incidents.

### Sheer carelessness

With vast amounts of data storable on smaller and smaller devices, the risk of data breaches due to theft or sheer carelessness is huge. Between 2005 and 2015, portable devices carrying more than 172 million personally identifiable records were lost or stolen, according to the Privacy Rights Clearinghouse.



# Not if, but when.

Any business handling customer data will, sooner or later, be confronted with the challenge of a data breach. It's not a matter of "if" but "when".

The incidence of data breaches is massive. According to the 2015 Verizon Data Breach Investigations report, the estimated financial loss from 700 million compromised records is \$400 million.

Tens of thousands of businesses have learned the hard way that there's no such thing as perfect cyber security.

And the stakes are high. You hold personal data on trust for your customers. If they don't think your business can be trusted, the very future of your company may be at risk. A data breach is not a learning opportunity – you have too much to lose to risk mishandling it.

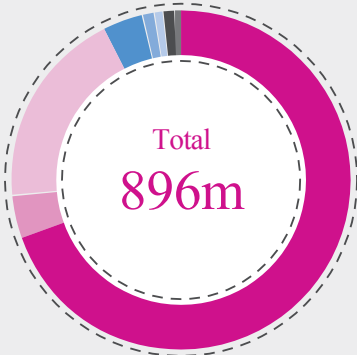
## The case for focusing on response

Many companies focus exclusively on data breach protection – and fail to pay attention to what happens when the walls are breached. Firewalls, encryption and other defences get the attention. The war is fought on IT turf. But the truly dangerous time is after you've been breached.

After a breach you're fighting to protect your reputation. It's when your customers begin to leave. A study conducted by the Economist Intelligence Unit in 2013 found that more than a third of customers of companies that had suffered a data breach no longer did business with the companies in question "because of the breach." The way you manage a data breach to maintain customer trust is critical.

That doesn't mean you shouldn't protect your system; it does mean you need plans for your response. And the good news is that there's a great deal you can do. Cyber-attacks are beyond your control; breach response is something you can plan for.

## Records breached<sup>1</sup>



●	<b>Hacking or malware</b>	70%
	Hacking or malware Electronic entry by an outside party	
●	<b>Unintended disclosure</b>	4%
	Unintended disclosure Sensitive information posted publicly on a website, mishandled or sent to the wrong party via email, fax or mail	
●	<b>Portable device</b>	19%
	Portable device Lost, discarded or stolen laptop, PDA, smartphone, portable memory device, CD, hard drive, data tape, etc	
●	<b>Insider</b>	4%
	Someone with legitimate access intentionally breaches information – such as an employee or contractor	
●	<b>Stationary device</b>	1%
	Lost, discarded or stolen stationary electronic device such as a computer or server not designed for mobility	
●	<b>Payment card fraud</b>	1%
	Fraud involving debit and credit cards that is not accomplished via hacking. For example, skimming devices	
●	<b>Unknown or other</b>	1%
●	<b>Physical loss</b>	<0.5%
	Lost, discarded or stolen non-electronic records, such as paper documents	

1 www.privacyrights.org as of December 31, 2015

## Our experience

In managing a data breach, you want to make the calls. It's your reputation that's on the line. But it's also smart to have a partner who's been there before. Things happen too quickly; there's too much to learn.

That's why people turn to Beazley. We pioneered the concept of data breach insurance that focuses first and foremost on response. We coordinate the IT experts and specialised lawyers to help you establish what's been compromised; assess your responsibility; and notify those you have to. In addition, we coordinate credit or identity monitoring for your customers and PR advice to help you safeguard your reputation. We also, of course, indemnify your losses from lawsuits or regulatory actions, the risk of which may be reduced by a well-coordinated breach response but can never be completely eliminated.

Beazley has been at the forefront of defending clients in the developing and evolving legal arena of litigation and regulatory investigations arising from data breaches.

Beazley invented this comprehensive approach. We do more of it than anybody else. To date we have helped more than 4,000 clients manage data breaches swiftly and successfully. We can't guarantee your cyber security; no one can. But we can put you in control of your response.


## BBR Services – a dedicated team of experts

Beazley is unique among insurers in having a dedicated business unit, BBR Services, that focuses exclusively on helping clients manage data breaches successfully.

The risk of reputational damage from a mishandled breach is high. Our BBR Services team focuses on the coordination of the expert forensic, legal, notification and credit monitoring services that clients need to satisfy all legal requirements and maintain customer confidence.

In March 2012, data cartridges containing 800,000 social security records were lost in transit to a storage depot. It was by no means an isolated incident.





Thousands of hospital patients require notification after paper records containing personal financial data – including credit card details – are found blowing through a field several miles from the hospital.

## Beazley Breach Response A comprehensive service

Beazley Breach Response is a unique insurance, loss control and risk mitigation service that provides a comprehensive service to notify and protect the customers of policyholders that have suffered a data breach.

### Coverage includes:

- Response to breach events:
  - Notification services for up to five million affected individuals including foreign notification where applicable
  - Call centre services
  - Breach resolution and mitigation services
  - Public relations and crisis management expenses
- Third party liability, including coverage for regulatory actions and payment card industry (PCI) coverage for credit card breaches
- Assistance at every stage of the investigation of, and response to, a data breach incident from Beazley's in-house BBR Services team of data privacy attorneys and technical experts
- Initial breach investigation and consulting:
  - Legal services
  - Computer forensic services



## Beazley Group

Plantation Place South  
60 Great Tower Street  
London EC3R 5AD  
United Kingdom

T +44 (0)20 7667 0623

F +44 (0)20 7674 7100

Visit our dedicated microsite

[www.beazley.com/bbr](http://www.beazley.com/bbr)

Follow us [twitter.com/breachsolutions](https://twitter.com/breachsolutions)

The descriptions contained in this communication are for broker preliminary informational purposes only. Coverages are underwritten by Beazley syndicates at Lloyd's and will vary depending on individual country law requirements and may be unavailable in some countries. The exact coverage afforded by the products described in this brochure is subject to and governed by the terms and conditions of each policy issued.

We have authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited. Beazley Furlonge Limited is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as an insurer.

CBSL330\_Canada\_07/16

The Beazley logo is rendered in a large, elegant, outlined script font. A thin horizontal line extends from the right side of the letter 'y' across the entire width of the page.

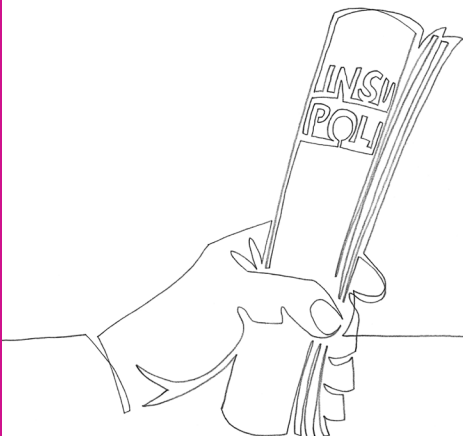
# Coverage

Beazley Breach Response (BBR) is a complete privacy breach response management and information security insurance solution.

BBR is unique in offering a comprehensive services-based solution to data breaches. We know that when an organisation suffers a data breach, its first concern is to handle the breach in a way that maintains customer confidence. That's why BBR provides privacy breach response services for up to 5,000,000 individuals affected by a breach – the cost of which does not erode the third party liability coverage.

## Privacy breach response services

- Forensic and legal assistance from a panel of experts to help determine the extent and scope of a data breach
- Discretionary notice to individuals potentially affected by the breach in which there is a resulting risk of financial, reputational or other harm
- Credit monitoring and/or fraud protection services (dependent on the jurisdiction)
- Public relations and crisis management consultants
- Third party information security and



# Coverage

continued

## 5m

Coverage features include data breach notification and credit/identity monitoring for up to five million affected individuals.

### BBR limits of coverage and retentions

Breach response services include:

- Crisis management and public relations
- A separate sub-limit for fines and penalties resulting from non compliance with Payment Card Industry (PCI) data security standards
- A key feature of privacy breach response services is that they are provided with per incident retentions as low as CAD 5,000 for legal services.

### Third party coverage

- Third party information security and privacy coverage with up to CAD 15m in limits in addition to the breach response coverage
- Regulatory defense and penalties\*
- Website and offline media liability
- PCI fines, penalties and assessments
- Cyber extortion
- Up to CAD 15m for first party business interruption and data protection.

\* Where insurable by law

### BBR Services – a dedicated team of experts

Beazley is unique among insurers in having a dedicated business unit, BBR Services, that focusses exclusively on helping clients manage data breaches successfully.

The risk of reputational damage from a mishandled breach is high. Our BBR Services team focusses on the coordination of the expert forensic, legal, notification and credit monitoring services that clients need to satisfy all legal requirements and maintain customer confidence.

Learn more:

[www.beazley.com/bbr](http://www.beazley.com/bbr)

Page 26 of 196



# Coverage

## Coverage highlights

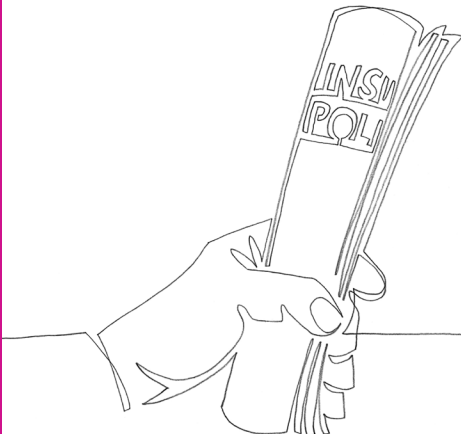
- Short application process with a few simple questions.
- A cost effective solution for managing data breaches.
- No retroactive date which means full coverage for past events such as dormant viruses that may give rise to future claims.
- First class breach response services let you “outsource” your cyber incident response plan. No need to pay retainers or vet vendors. Our solution does this on your behalf.
- Coverage extends to both electronic information and non-electronic information as well as breaches to your information while in your care and/or in the possession of your contracted third party vendors (i.e. Iron Mountain, etc.)
- Affords coverage for privacy breach costs to contain a breach and manage the crisis (legal advice, voluntary notifications, credit and identity theft monitoring) in addition to the overall policy aggregate. You get more insurance coverage for your money.

## Standard insurance policies are not enough

While existing insurance forms sometimes can provide slivers of coverage for cyber incidents, they are generally not designed or intended to cover the varied risks associated with an increasingly digital world. Typical forms are limited in the following ways:

- Commercial general liability (CGL) covers accidental bodily injury and property damage arising out of an insured’s products and services rendered. Common privacy loss causes such as the actions of rogue employees and hackers are typically outside the coverage grants of this insurance.
- Errors and omissions (E&O) covers economic damages resulting from a failure to provide defined professional services only and may contain exclusions for data and privacy breaches that could preclude coverage for a cyber incident.
- Directors’ and officers’ liability (D&O) covers mismanagement allegations by the entity’s control group. Breaches to confidential information are not always the fault of mismanagement. Coverage to the insured organisation for damages sustained by the victims of a breach can be limited through the insuring agreements and policy exclusions.
- Property covers first party losses to tangible property, which data is not. Loss must be caused by a physical peril while perils to data are typically viruses and hackers.
- Commercial crime insurance covers insureds from employee theft of money, securities and tangible property but not data. No coverage for third-party property such as customer/client data.

The largest material gap between traditional insurance policies and their coverage for cyber and privacy risk is with regards to their lack of financial reimbursement for privacy event crisis response costs. These costs are of a first-party nature and CGL, E&O and D&O insurance policies only provide coverage to insureds when there is a third-party claim.



Canadian incident example

Although many of the data breaches we hear about involve the hacking into computer systems of large organisations, the vast majority of cyber security incidents in Canada involve small to medium organisations. The first-party costs to deal with such an incident can be significant and the crippling effects from both a financial and operational perspective and be mitigated by the purchase of the Aon/Beazley product.

The annual premium under the Aon/Beazley insurance solution would cover the costs in the following example.

Aon client claim example

- Time of loss: April 2016
- Location: Ontario, Canada
- Details: Insured was affected by a piece of malware on a server that allowed a third party to download information for a period of 4 months before the incident was detected. When the malware was discovered, the insured engaged Aon and their cyber insurance policy for assistance in managing the crisis. The costs incurred were proactive measures undertaken to mitigate reputational damage and the potential for third party action. All costs in this example have been paid out by the insurer.

Insurance payment details

Scope of work	Cost
Initial legal counsel	\$4,381.89
Insurer preferred legal counsel	\$44,430.42
Credit monitoring services	\$74,749.50
Cyber forensics services	\$50,897.46
1-800 helpline/call centre	\$32,609.54
Notice via email	\$1,586.27
Notice via printing/mailing	\$1,022.64
Total	\$209,677.72

Source: Aon

# Timeline

This isn't the time to learn on the job – an effective data breach response is a complicated process. It involves a carefully coordinated set of decisions. With a Beazley Breach Response (BBR) policy, our breach response experts – who have helped clients handle well over 4,000 data breaches – will be with you every step of the way.

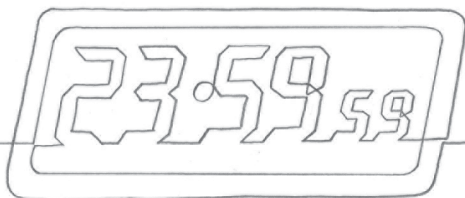
1.  
Your organisation purchases a BBR policy with breach response coverage for up to five million notified individuals.



Breach occurs

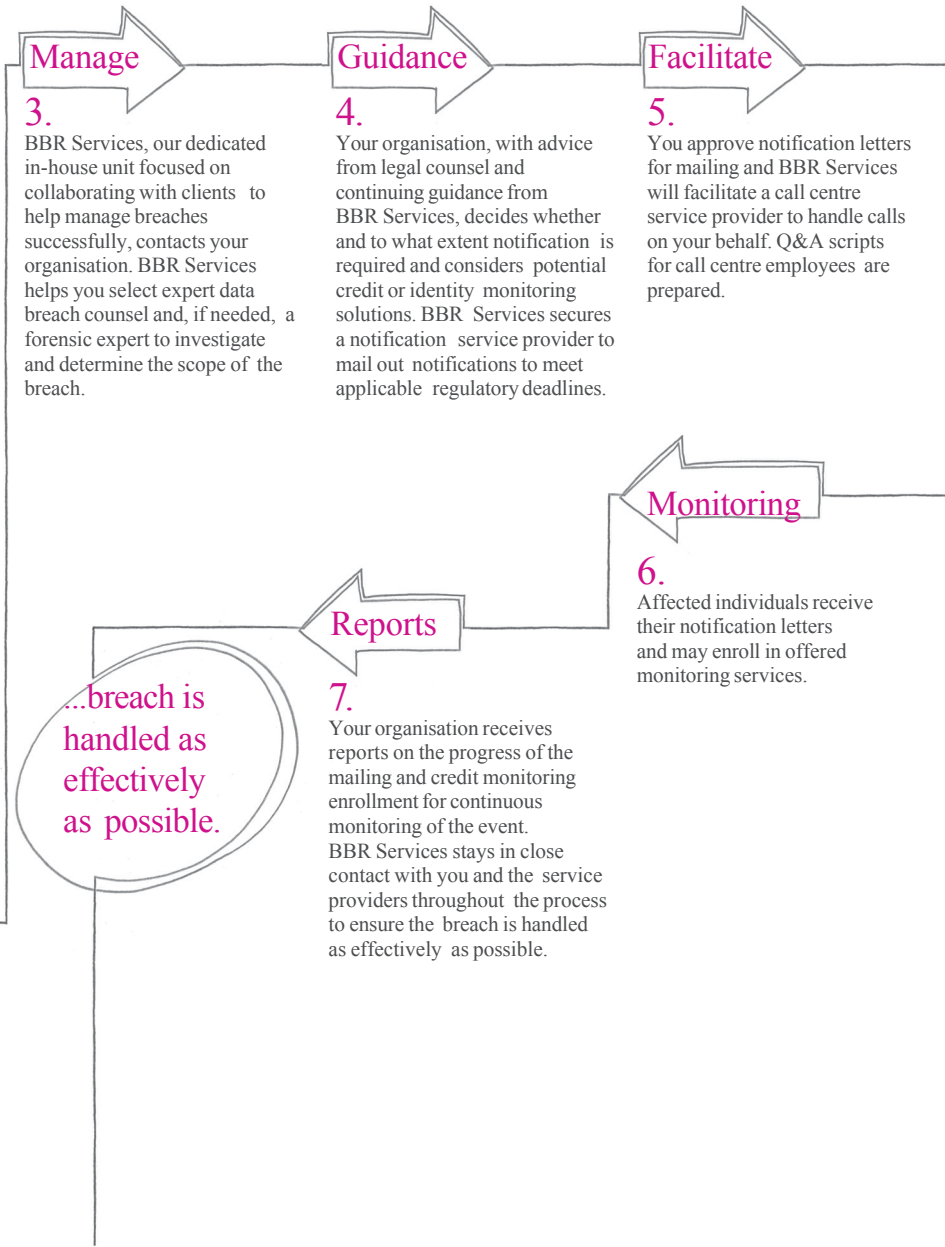
2.  
Notify BBR Services at  
[bbrcanada@beazley.com](mailto:bbrcanada@beazley.com)

Expert team



# Timeline

continued



# Data Breach Events

## A Proven Solution for Managing a Breach.

Data breaches take many forms. External hackers and malicious insiders cause many breaches, but did you know that simple carelessness is responsible for a surprisingly large number of breaches?

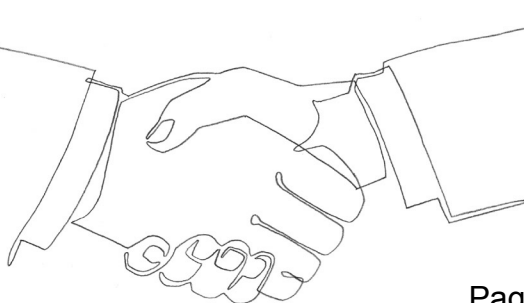
Breaches can pose a real threat to the individuals whose personally identifiable data has been lost or stolen. Some suspected breaches prove on investigation to be false alarms, but the forensic costs of establishing this can be high. Industry characteristics are critical too – a loss of medical records from a hospital poses different risks than a loss of credit card information from a retailer.

Since the launch of Beazley Breach Response (BBR) in 2009, our BBR Services team has helped Beazley clients manage over 4,000 data breaches globally.

In each case BBR Services collaborates with you to establish the best response that is tailored to your individual needs.

When the HR director of a financial institution noticed fictitious users in their payroll system and it looked like hackers also gained access to their customer database, BBR Services jumped in and guided the bank through the entire breach response process, from lining up experienced privacy counsel, through the complex and detailed forensic investigation, as well as the coordination of the notification process to the thousands of individuals within the bank's customer database.

An online electronics retailer had no idea what to do when it received a letter from its bank advising of \$500,000 in fraudulent charges from 455 cards made on the retailer's website and instructing the retailer to immediately commence an investigation and hire a Payment Council Industry ("PCI") approved forensic investigator within 48 hours. They called BBR Services and that same day BBR Services formulated an investigation and response plan, lined up a leading PCI approved forensic investigator within 24 hours and connected the retailer with a data privacy attorney specialising in PCI compliance. The forensic investigator was able to prove that no breach had occurred on the retailer's end and based on this, the bank and credit card company both closed their investigations.



# Data Breach Events

continued

A physician practice discovered that its entire computer system, including its electronic medical record platform, had suddenly become unresponsive. Multiple attempts to log on to the system failed. The practice then received an email from an unidentified individual, explaining that the sender had hacked their network, encrypted all information on the system, and would only decrypt the information for ransom payment. The doctors were ready to make the payment, but contacted BBR Services first. BBR Services immediately formulated a response strategy; engaging expert data privacy counsel and coordinating with the FBI. The FBI and counsel explained that the attacker had a pattern of simply taking the ransom money, reneging on the agreement, and delivering additional malware onto the system. BBR Services helped the doctors move forward by notifying thousands of patients, federal regulators and the media about the incident.

A university employee's computer became infected with malware, and the computer contained protected health information (PHI) and personally identifiable information (PII). Before BBR Services was notified by the university, forensic evidence was wiped in a routine cleanup by IT. The university also retained an off-panel forensics firm which concluded that no information was compromised. The university decided to get a second opinion, and BBR Services arranged for a forensics firm to investigate. The panel forensics firm reviewed documents and salvageable data, and with the help of panel counsel, determined the need to notify and offer credit monitoring to 12,000 individuals.

An identity theft ring operating from Malaysia and Russia assembled profiles on senior physicians at large hospitals. The ring used publicly available information on LinkedIn, as well as Google references to the physicians' attendance at conferences, to construct these profiles. The ring then deployed a spear-phishing campaign with artfully crafted emails targeting the physicians and asking them to reset certain HR information. A number of the physicians clicked an embedded hyperlink in the email. The link captured HR portal log-in information, which the attackers used to divert paychecks to an offshore account and allowed the attackers to deploy sophisticated malware on the respective hospitals' systems. Multiple hospitals reported the event to Beazley.

BBR Services was able to coordinate and leverage resources for these hospital clients in a manner that significantly drove down response costs for the ensuing forensic and legal investigations.

A hotel management company had servers located in multiple locations. One of these servers was infected. They called Beazley on a Friday night and forensics had a plan in place by Saturday. They acted quickly and controlled the situation and it was determined no data was breached.

Responding to a breach can be complicated and costly. Working with our experienced BBR Services team, your organisation is guided through and empowered with the resources you need to implement a sound and strategic breach response plan.

# After the Breach

Beazley has been at the forefront of defending clients in the developing and evolving legal arena of litigation and regulatory investigations arising from data breaches.

Fast changing industries confront fast changing risks. The proliferation of data, the evolution of technology and greater demands on service providers have led to a rapidly developing legal landscape. Our claims team understands the emerging liabilities and complexities of this world and partners with you to secure the best outcome in the event of a claim.

## The Beazley difference

### Collaborative

We collaboratively work with you throughout each step of the claim to find the best possible outcome.

### Experienced

Our claims team includes professionals, most of whom are former senior litigators, who understand the emerging liabilities and complexities of this world.

### Accessible

You work directly with a claims manager who is empowered to make decisions and speed up the resolution of complex claims.

### Pragmatic

We take a practical real world approach to managing claims rather than “ticking boxes”. We understand that no two claims are alike and each claim presents unique challenges requiring individualised case strategies.

### Flexible

We can assist you in handling claims in-house or can work collaboratively with any third party you retain.

### Consistent

You will work with the same Beazley claims manager throughout the entire life of the claim: validating coverage, analysing the claim, assessing liability and developing a strategy to obtain the best possible result for your business. Your claims manager will work side-by-side with you until the claim is resolved.



# After the Breach

continued

As soon as you or one of your vendors suspect the theft, loss or unauthorised disclosure of or unauthorised access to personally identifiable data within your custody, care or control, you should notify Beazley.

## Notification

Notifying Beazley is easy: you can notify us 24/7 via our dedicated email address, [bbrcanada@beazley.com](mailto:bbrcanada@beazley.com). An email is immediately sent to team of highly experienced breach response managers to ensure that the appropriate individual will pick up your message and respond as soon as possible.

Meanwhile, please try to preserve all evidence and secure IT systems and ensure that there is an appropriate chain of custody established to respond to the breach as directed by our experts.

## What happens after notification?

Your breach response services managers will send you an email to confirm receipt of the notice and schedule a time to call and discuss the incident and conduct a preliminary investigation. We recommend that the key stakeholders within your organisation, who are involved in investigating the incident, be included in this phone call, but at a minimum, your designated breach coordinator should be on this call.

As part of this call, you and Beazley will agree the next steps, including the appointment of one of our expert privacy lawyers and computer forensic vendors.

## Privacy lawyers

Beazley will make an introduction to and arrange a call with one of our expert privacy lawyers who will represent you as you investigate a data privacy or security incident and, when necessary, to help you to prepare notification letters to affected individuals, regulators and the general public. We have a panel of very experienced and reputable privacy lawyers across the globe who can provide the advice you need to respond to the incident.

## Forensic services

Beazley will arrange a complementary initial call with one of our expert forensics service providers to help you quickly establish a roadmap for the technical components of the investigation, and get the right resources in place to identify the extent and scope of any data compromise.

We have developed relationships and preferred pricing with a number of vendors and when deciding on a forensics expert we can make a recommendation based on the type of incident presented and the capacity of the forensic provider at that time to ensure the most efficient and effective response.

## What happens next?

You are now in the hands of our experts. Your breach response services manager will continue to work with you throughout the breach response process.

Learn more:

[www.beazley.com/bbr](http://www.beazley.com/bbr) Page 34 of 196



# 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 \***

Jenn de Ryk

**Date of Request \***

7/15/2019



**Are you representing a group? \***

☐ Yes

☒ No

**Name of Group (if applicable)**

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

We have had an issue in Tulley Meadows with the TNR program. I'm not sure I need to speak at this meeting as my 2 other neighbours have lengthy presentations. We have had some things happen to our family because of this so I wasn't sure if these situations need to be heard. If so I can make a presentation. My daughter has witnessed many cats being killed by our dog in our yard.( he's a terrier). So we have had to walk our dog instead of just letting him out into our fenced yard. We have tons of cat feces. We had to replace our landscaping out front because of cat urine smell. One kitten took a ride under our van into Windsor and jumped off in the middle of traffic. He almost caused an accident and then ended up getting hit. Our employee witnessed that. We were being over run by cats!! My goal is to have the program run the way it's supposed to be run, as a trap, neuter, and release program. Not trap, neuter, release, and caregive/feed. The feeding of the cat colonies is what should not be allowed in residential neighbourhoods. It's very disruptive. There should also be training with volunteers of the program on how feral cats can survive in the wild on their own. I have spoken to Melanie Coulter from the OSPCA and she says the same same thing. These cats don't need to be fed. She would be a good person to have at the meeting as she sees both sides of this issue very well.

**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.**

My husband emailed Mr Garon and I believe Mr Bowman.  
With regards to comments being made on social media from councillor Sherry Bondy about the TNR program. He also told them about the issues we were having at our house.

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

☒ Yes

☐ No

☐ Not applicable

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

10 Oak Drive  
Essex ,ON., N8M 3C4

## Your Phone Numbers

### Home

(519) 961-9048

### Work

Use format 519-  
776-7336

### Cell

(519)796-8842

## Email Address

tderyk@hotmail.ca

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

Michelle Hillier 8 Park, Essex  
Laura Britenbaugh 2 Oak, Essex

# 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: Legal and Legislative Services  
Date: August 6, 2019  
Prepared by: Shelley Brown, Deputy Clerk  
Submitted by: Robert Auger, Town Solicitor/Clerk  
Report Number: Legal and Legislative Services 2019-20  
Subject: Trap, Neuter and Release (TNR) Program  
Number of Pages: 10

### **Recommendation(s)/Conclusion(s)**

The following three recommendations are provided for Council's consideration:

1. That Clerks Report 2019-20 entitled "Trap, Neuter and Release (TNR) Program" be received;
2. That Council give direction to move forward with recommended and proposed reforms to the administration of the TNR Program as generally outlined in this Report; and
3. That Council further direct Administration to move forward with the implementation of various mechanisms as outlined in this report designed to further and better educate the public about the TNR program.

### **Reason for Report**

The purpose of this Report is to present Council with background information regarding the Trap Neuter and Release (hereinafter "TNR ") program and to bring forward enhancements to the operation of the current program. Recent resident questions and concerns were brought forward regarding this program. As a result, Council directed Administration to review and report on improvements that could be made to this program, particularly from the aspect of

providing better education to and engagement with the public concerning the operation and benefits of this program.

The specific recommendations contained in this Report are designed to provide a general framework under which Administration can move forward with additional initiatives so that the TNR program can continue to successfully operate in the Town while being respectful to both the needs of the community and the need to maintain or exceed current service level standards.

## **Background**

### **What is the TNR Program?**

Feral cats, are untamed cats, living outdoors who are typically timid and fearful around people. Adult feral cats typically cannot be socialized and are not suitable to live indoors as pets.

To help slow the growth and/or reproduction of feral cats in the municipality, Council in 2015 approved a Trap, Neuter and Release Program. The intent of the program is to reduce the feral cat population in our communities in a humane way, along with reducing the nuisance behaviours that may be associated with groups of feral cats, such as yowling, fighting and spraying.

As stated above, Trap-Neuter-Release (or Trap-Neuter-Return as it is also referred to) is a humane and effective approach for reducing feral cats and for addressing resident concerns with community feral cat populations. TNR is practiced in hundreds of communities and in every landscape and setting. It is exactly what it sounds like. Cats are humanely trapped and taken to a veterinarian to be spayed/neutered. After recovery, the cats are returned and left in the area where they were initially trapped, the general area or location of their “home” outdoors.

Now in practice for decades in the US and Canada, the case for TNR programs is that it improves the lives of feral cats, improves their relationships with the people who live near them, and decreases the size of feral cat populations over time. In essence, TNR programs

stop or slow reproduction and the associated mating behaviours and thereby make the local cat populations “better neighbours” in the sense that the cat population becomes quieter and declines in number, calls to the authorities regarding cats usually decrease and community morale generally improves. Finally TNR, when conducted properly, is a more human approach than a traditional “catch and kill” animal control approach.

The TNR program has been a success in the Town of Essex. In 2015 the Town commenced its Trap, New and Release Program for feral cat colonies throughout the municipality. The Program has been managed by the Town’s Animal Control Officers, in conjunction with volunteers and other Town staff.

In 2015, 99 feral cats were spayed/neutered compared to 198 feral cats in 2018. Due to the acknowledged success of this program, Council in January 2019 approved an increase in funding for this program and committed to continuing this program in the years 2019 and 2020. Since 2015, the program has been very successful with 507 cats spayed/neutered (as of June 2019).

### **What is the Spay/Neuter Voucher Program?**

In addition to the TNR program, the Town also offers Spay and Neuter vouchers to Essex residents who are at least 18 years of age and have been a resident of the Town for at least one year. The purpose of the Voucher Program is to provide a financial subsidy or assistance to resident caregivers of free-roaming cats as well as low-income families with dogs and cats that are not spayed or neutered. Applications are accepted on a first-come, first-served basis and are valued at \$75.00 each (inclusive of Harmonized Sales Tax). There is a limit of three (3) vouchers that can be issued per household.

Similar to the TNR Program, the Spay Neuter Voucher Program has also been a success in the Town of Essex. Council first approved spay and neuter voucher programs for free-roaming cats and owned dogs and cats of low income families in 2013 with 125 vouchers to be issued. The Voucher Program has continued to grow and receive continuing approval from Council such that in 2018, 175 vouchers were approved for issuance with 149 vouchers being returned for reimbursement. In January 2019, Council approved the continuation of the



Program in 2019 and 2020 with 175 vouchers for free-roaming cats and 10 vouchers for owned dogs and cats of low income families to be committed for each of the approved two years.

### **What the TNR Program is Not**

The Town of Essex does not support/encourage the development of formal and permanent cat colonies and feeding stations. Feral colonies form wherever homeless or free-roaming cats find food and shelter. The development of cat colonies can be intentional as a way to relocate or contain the cat populations to certain pre-defined areas or it can be unintentional. Often a kind person tries to provide for the cats by feeding them however the cats quickly become dependent upon the caregiver and often within a few months, the cats have multiplied and the kind person has unintentionally created a colony.

Melanie Coulter, Executive Director of the Windsor-Essex County Humane Society provided her perspective as it relates to cat colonies. Ms. Coulter states:

*“Relocating cats — especially as a colony — is an enormous undertaking that can be very stressful for the animals. It should be considered only as a last resort when it is impossible for the cats to remain at the current site. In the vast majority of cases, it’s best to return community cats to the location from which they were trapped after being spayed/neutered and vaccinated. While often the requests to move cats come from a neighbour who is unhappy with the cats, there are effective ways to address these kinds of problems that require less effort and less risk than relocation. Another major and often overlooked downside to relocating a group of cats is the risk of a new one moving in. And if the new cats aren’t sterilized, their number could quickly surpass that of the original colony the rare cases when cats must be relocated, moving a variety of cats into a confined “colony” is not a humane solution. Cats have social relationships with other cats in their area, and forcing a number of cats who don’t know each other into a confined area together is a recipe for chaos as they fight for the new territory. Further, moving cats from different areas into colonies risks spreading illnesses, as even a cat who appears healthy may be harbouring a*

*contagious disease. Feral cats are very tied to their territory, especially if they were born there. They know every nook and cranny and this knowledge can be key to their survival outdoors, so moving them into a new and unknown area is extremely stressful and not humane unless there is no other alternative. Even if it were an effective solution, the logistical challenges and expense of maintaining a confined colony for years are very high."*

## **The TNR Program and its Administration**

### **Current Program**

Historically the TNR Program was managed by the Town's Animal Control Officers in conjunction with volunteers and other Town Staff. The current process typically involves volunteers being contacted by residents, or the Animal Control Officers. Volunteer(s) will discuss the potential feral cat situation with the caller and/or the Animal Control Officers to determine if the situation warrants the implementation of a TNR program in any particular area.

These are typical scenarios the volunteers encounter in this process:

- Feral cat(s) that are cared for by the caller. The caller wishes to keep the cat(s) but simply want to ensure they are not reproducing. The volunteer will trap the cat(s), bring them to be spayed/neutered and, after recovery, the cat(s) are returned to the location where they were trapped.
- Feral cat(s) where female is pregnant or has had kittens that are under 6 weeks. The mom and kittens are trapped. Just the mom is spayed and after recovery, returned. If the caller also does not want the kittens returned, they are fostered through various organizations as kittens under six weeks have a better chance of domestication.
- Feral cat(s) where female has kittens over 6 weeks. The likelihood of the kittens becoming domesticated is drastically reduced after 6 weeks. All cats will be trapped, spayed/neutered and after recovery, returned to the location where they were trapped.

- Feral cat(s) that are no longer wanted by the caller. In this instance, the cat(s) are not eligible for the TNR program and it is up to the caller to trap and bring them to the Windsor Essex County Humane Society to be surrendered. Traps can be obtained from the Town (deposit required).

This is a simplistic summary of possible situations a volunteer could encounter. The reality is that it is not a simple process. The volunteer(s) can spend many hours, if not days, assessing, monitoring and preparing in order to ensure safe and humane trapping of the cat(s). Part of that assessment involves trying to determine the approximate number of feral cats in a targeted area and preparation in order to make conditions conducive for trapping. This includes the establishing of a feeding schedule such that the feral cats become comfortable and used to coming out to eat during the same set time and place in which the TNR volunteers are present at the feeding station/trapping location. Sometimes part of the process entails having to temporarily put the cats' food in unset feeding station traps for one to two weeks prior to the trapping day. This will get the cats comfortable with seeing and walking into traps before they are set. The traps are intended to be removed immediately after the cats eat so there are no risk of theft, damage, or trapping a cat accidentally.

### **Recent Resident Concerns**

Some of the concerns raised by residents recently concerning this program have focused on:

- 1) The belief or perception that the feeding station/traps are not of a temporary nature and are instead permanent feeding stations designed to grow and maintain a cat colony;
- 2) The belief or perception that TNR operations actually increase the nuisance aspects of feral cats in a local neighborhood;
- 3) The belief or perception that TNR and/or cat colony activities are taking place on unauthorized lands;
- 4) The conduct of the TNR volunteers when engaging with the public while conducting TNR operations. In particular the concerns raised have related to

- allegations that some of the volunteers have engaged in behavior of a harassing nature while interacting and conversing with residents in the immediate vicinity of an active TNR operation. Further concerns have been raised over volunteer and/or alleged volunteers and their alleged discourse and conduct when engaging with residents via the use of social media; and
- 5) The belief that the public should be provided with more or better information and/or education on the TNR Program.

With respect to each of these concerns the Town responds as follows:

- 1) While the entire TNR process can sometimes take a number of weeks, the intent of the TNR Program is not to maintain and grow an existing cat population by actively maintaining permanent feeding stations. The TNR Program and its activities in a particular area are always temporary in nature and are not about the establishment or maintenance of ongoing cat colonies;
- 2) One of the goals of TNR activities is to reduce the nuisance related aspects or behaviours of feral cats. By taking steps to reduce feral cat populations from growing, the TNR program actually helps stabilize and eventually decline cat populations in a neighborhood. By doing so, nuisance related aspects such as roaming, yowling, spraying and fighting are likewise reduced;
- 3) As stated previously, the Town does not support the establishment of permanent cat colonies. With respect to TNR activities, these activities should only be taking place upon lands for which authorization has been provided. In the majority of cases, TNR operations take place on private lands for which authorization was obtained. Authorization for TNR operations on public or Town-owned lands is not generally recommended unless absolutely necessary. We anticipate this would be a very limited number of cases. A particular complaint recently made to the Town alleged that there was an ongoing permanent feeding station that had been established and was being maintained on Town property without authorization. Town staff made inquiries and it was clarified that the feeding station was part of an active TNR operation only, for which the volunteers sought and the Town then

- provided special temporary authorization only to the extent of and for the purposes of completing the TNR operation in the normal course;
- 4) The Town is of the opinion and agrees with resident suggestions that taking steps to provide improved oversight and administration of the volunteer component of this Program will lead to both more positive volunteer interactions with the public and a better understanding by the public of the important role of the volunteers and the purposes of the TNR Program; and
  - 5) The Town is of the opinion and agrees with resident suggestions that providing more or better information and education on the TNR Program will lead to more positive interactions with the public and a better understanding by the public of the important purposes of the TNR Program.

### **The TNR Program Moving Forward**

This review was conducted in consultation with administration, Animal Control, TNR volunteers, the Windsor Essex County Human Society and having given proper regard to the issues raised and the recommendations or submissions provided by the residents.

As a result, the following is proposed as a means of enhancing and improving this very important program:

#### **a. Development of a Best Practices document to support the TNR program**

This document would support the TNR program by defining roles and responsibilities and provide administration with a mechanism to ensure the continued success of the program in conjunction with its registered volunteers. This document would include guidelines and requirements for:

- trapping policies and procedures
- a TNR Registration and Activity/Mapping Log for each TNR operation outlining details such as location, duration, and outcome and thereby ensuring ongoing communication with Town staff
- Written Authorizations from the landowners permitting the volunteer(s) access onto their property

## **b. TNR Volunteer and Education Program**

An educational program for volunteers would outline their role, responsibilities and expectations. Volunteers will be required to initially register and be approved as a volunteer of the Town of Essex and be required to attend a mandatory volunteer training session that would emphasize:

- Community engagement techniques and protocol
- Guidelines for trapping
- Code of Conduct

## **c. TNR Public Education Program**

### Open House Information Session

In order to bring greater awareness of the TNR program, its role and function in our community and in order to bring greater awareness of the Program's success in reducing both the nuisance problems relating to feral cats and the number of potential feral kittens born each year, more community outreach is recommended. In 2017, the Town hosted an open house in McGregor where residents were invited to come and discuss the program and provide feedback. It is recommended that a similar future Open House be held for the purposes of education and outreach. The best time to hold this type of information session would be the February/March prior to the typical mating season. It is recommended that one Open House be held in each of the north and south areas of the Municipality. Each of the Open Houses would provide general information about both the TNR and Spay Neuter Voucher Programs and would include volunteers, staff and Animal Control on hand to address any questions or concerns.

### Continuing Public Education and Outreach

Further Public education efforts will include materials that focus on the need for TNR, the benefits of TNR, and tips to help neighbouring residents address nuisance related behaviours such as feral cats urinating or defecating in gardens or cats spraying in an area.

Brochures, the Town's website and social media platforms will be used to engage and reach a wide range of residents.

This will also include:

- Identification badges for volunteers
- Vehicle signage to easily identify when volunteers are in the neighbourhood
- Community Workshops
- Information on who to contact in order to commence a TNR operation in a particular neighborhood
- Information on who or where to file a complaint as it relates to concerns with the TNR Program or an active TNR operation

## **Financial Impact**

There would be no financial impact as funding for the TNR program in 2019 is \$9,750 and as of June 2019, only \$1,530 has been incurred to date.

## **Link to Strategic Priorities**

Reviewed by: Robert Auger, Town Solicitor/Clerk, **Concur**

Reviewed by: Chris Nepszy, Chief Administrative Officer, **Concur**



**Report to Council**

Department: Planning

Date: August 6, 2019

Prepared by: Jeff Watson, Policy Planner

Submitted by: Lori Chadwick, Director, Development Services

Report Number: Planning2019-40

Subject: Former Harrow Junior School Property Development Agreement for Anderdon Developments LTD Peggy Golden, solicitor

Number of Pages: 2

**RECOMMENDATION(S)**

It is recommended that:

1. Planning report Planning2019-40, entitled “Former Harrow Junior School Property Development Agreement” be received.
2. That By-law 1825 authorizing the execution of a development agreement between the Town and 2484775 Ontario Incorporated for the lands comprising 230 Centre Street be rescinded.
3. That By-law 1842 authorizing the execution of a development agreement between the Town and Anderdon Developments LTD for the lands comprising 230 Centre Street (former Harrow Junior School) be adopted.

**REASON FOR REPORT**

This report deals with the development of the former Harrow Junior School property and the need to execute a development agreement for residential construction on the subject property.

**COMMENTS**

Council recently approved the rezoning of the former Harrow Junior School property at 230 Centre Street in Harrow from institutional (I1.1) to residential (R2.1) to permit the redevelopment of the school property for single or semi-detached dwellings. Part lot control exemption (PLCE) was also granted by the Manager of Planning Services for the County permitting the re-lotting of the site for the proposed semi-detached dwellings.



On June 3, 2019, Council adopted By-law 1825, authorizing the execution of a development agreement with 2484775 Ontario Incorporated, the owners of the subject property. The property has recently been sold and the new owners, Anderdon Developments LTD, take full possession of the property on August 9, 2019. As such it is necessary to rescind By-law 1825 and adopt a new by-law to permit the execution of a new agreement.

## **FINANCIAL IMPACT**

The Town will incur some over-sizing costs related to the servicing of the development. Once the formal costs are determined, it will be the subject of a further report to Council to endorse the agreement.

## **LINK TO STRATEGIC PRIORITIES**

Under the PPS, planning authorities shall provide for an appropriate range and mix of housing types and densities to meet the projected requirements of current and future residents of the regional market area. This is reflected in our Official Plan and zoning by-law.

Lori Chadwick, Director, Development Services - concurs

Rita Jabbour, Planner - concurs

**THE CORPORATION OF THE TOWN OF ESSEX**

**BY-LAW NUMBER 1842**

**BEING A BY-LAW TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN:**

**THE CORPORATION OF THE TOWN OF ESSEX**

**AND**

**ANDERDON DEVELOPMENTS LTD**

WHEREAS pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, Anderdon Developments LTD is desirous of constructing dwellings on the former Harrow Junior School property at 230 Centre Street in Harrow and as such requires a development agreement;

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

For the lands comprising Lots 54 to 61, 114 to 126, all inclusive, Registered Plan 1236, bounded by Munger Avenue to the north, Arthur Street to the east, Centre Street to the south and Church Street to the west, municipal address 230 Centre Street.

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

1. That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to Schedule "1" attached hereto and forming part of this By-law, for the purpose of executing the development agreement;
2. That By-law 1825, adopted on June 3, 2019, is hereby rescinded.

**Read a first and a second time, and provisionally adopted on August 6, 2019.**

---

Mayor

---

Clerk

## **SCHEDULE "1"**

THIS AGREEMENT made on the 20th day of August, 2019.

BETWEEN:

ANDERDON DEVELOPMENTS LTD

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 development plan for residential purposes within the limits of the Town.

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

AND WHEREAS the lands comprising the proposed Development Plan, a copy of which Plan (hereinafter called the "Plan") is filed with the Clerk of the Town, including a Reference Plan on which the lands are more particularly described as Lots 54 to 61, 114 to 126, all inclusive, Registered Plan 1236, bounded by Munger Avenue to the north, Arthur Street to the east, Centre Street to the south and Church Street to the west, municipal address 230 Centre Street.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforementioned premises and in consideration of the sum of Five Dollars (\$5.00) now paid by the Owner to the Town (the receipt whereof is hereby expressly acknowledged) the parties hereto covenant and agree one with the other as follows:

1. SCOPE OF AGREEMENT

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

2. CONSULTING ENGINEER

- a) The Owner shall employ, at the Owner's expense, a consulting engineer registered with the Professional Engineers of Ontario:
- i) to design and submit to the Town engineering drawings of the servicing plan for the subdivision;
  - ii) to prepare any contracts necessary for the construction of the approved servicing plan;
  - iii) to obtain from municipal, provincial and federal authorities any approvals necessary;
  - iv) to submit to the Town, prior to the commencement of construction, a report showing existing elevations, proposed new elevations and the proposed method of drainage of the lands serviced by municipal services:

- v) to have a stormwater management plan prepared to the satisfaction of the Town and to carry out, or cause to be carried out, the works recommended in the approved plan;
  - vi) to construct, inspect and supervise the construction and maintenance of the required work. The consulting engineer shall notify the Town's engineer or representative or the Town's engineer in order to insure that the Town's engineer or a representative of the Town's engineer will be on site at all times when construction of any works is proceeding. To maintain all records of construction of and to prepare all reports with respect to soil conditions;
  - vii) to submit to the Town all required "as built" details, elevations and drawings;
  - viii) to be responsible for the co-ordination of activities on and off site related to the provisions of services;
  - ix) to visit the site or the said works as required by the Town for any reason related to all services and other matters required under this Agreement.
- b) The Town at its option may retain:
- i) a Professional Engineer registered by the Professional Engineers of Ontario to peer review all plans, specifications, engineering documents, contracts, details, elevations and any other relevant information or actions, including the provision of inspection services where required.
  - ii) a Professional Engineer to inspect the construction, repair and maintenance of the services and/or monitoring of the supervision of the construction, repair and maintenance of all services required under this Agreement. The fees, expenses and charges of the Professional Engineer shall be payable by the Owner to the Town upon demand. The Engineer's charge with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

### 3. SERVICES

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

#### a) STORM AND SANITARY SEWERS

- i) The Owner shall, to the satisfaction of the Town, finalize the Storm Water Management Plan, satisfactory to the Town and install the storm water management measures identified above, as part of the development of the site.
- ii) Where required by the Town, the Owner shall construct and pay for a complete sanitary and storm sewer system, including sanitary and storm connections to the street line and catchbasins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "Plans"), maintain them including clearing the blockages until they are formally accepted by the Town. The Town may connect or authorize connection into them but such connection shall not constitute acceptance of the sewer system or systems by the Town. All sanitary sewer connections are to 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 and the Town.
- iii) The Town undertakes and agrees to pay for the cost of reconstruction of the said storm water system from Arthur Street to the Philip Ferris Drain to accommodate the said development.
- iv) The storm sewer system shall include a professionally engineered drainage system to adequately drain the property and road allowances. Eavestrough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.

- v) 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 of Subdivision and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment and the Essex Region Conservation Authority upon request.  
The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Town or until site construction conditions warrant cessation of the visits.
- vi) The Storm Water Management Works associated with this plan of subdivision will require approval under the Ontario Water Resources Act and not under the Drainage Act.
- vii) The Town undertakes and agrees to confirm that sewage treatment capacity and water supply capacity will be available for all lots in the proposed development and undertakes and agrees to provide confirmation of same to the Minister of Municipal Affairs and Housing.

b) REAR YARD DRAINAGE

- i) 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.
- ii) The engineering drawings 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.

c) WATERMAINS and WATER SERVICES

- i) The owner shall be required to install watermains, services valves, valve chambers, fittings, blowoffs, hydrants, service connections and other appurtenances, the location of which is indicated on the said "Plans". All watermain construction and materials shall be according to the standard specifications of the Town of Essex, unless specifically modified, and to the satisfaction and approval of the Town of Essex and the Ministry of the Environment.
- ii) The Owner agrees that inauguration or extension of a piped water supply system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1990.
- iii) The Town undertakes and agrees to be responsible for any cost of oversizing the said watermains. The Town and the owner agree that they shall enter into an agreement as to the Town's portion of the cost of the oversizing and that the Town's portion of the costs will be paid following the completion of the works.

d) WATER SERVICE CONNECTIONS

- i) Unless otherwise arranged with the Town, the owner shall install the Town's portion of every water service connection, namely the portion that extends from the watermain to the side limit of the road allowance.
- ii) Before any water services are constructed or reconstructed on any particular street, the owner shall complete the watermains on that street and subject the watermains to the tests required by the standard specifications of the Town of Essex.
- iii) All water connections are to be Type K copper 3/4" diameter single connections and in no instance shall "Y" connections be permitted.

e) DAMAGE TO EXISTING ROADWAYS

- i) The Owner shall video record existing public roadways and sidewalks and assess their physical condition to be submitted to the Town prior to the start of construction on-site or reconstruction within public rights of way. The Owner shall be responsible for the removal of dirt and debris from public rights of way and shall act immediately when tasked either verbally or in writing by the Town to remove dirt and debris from public rights of way.

f) INSPECTION OF WORK

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

g) STREET TREES

- i) The Owner will be required to plant one (1) tree per dwelling within the rights-of-way. The tree species shall be subject to the approval by the Town. All street trees shall have a minimum caliper size of one inch.
- ii) The Owner shall have the option to retain a landscape professional or Arborist to assess the existing street trees on Arthur Street to determine their health and longevity. If an existing tree that is determined to be healthy and to have a potential longevity of a minimum of 10 years, it may be substituted for a new tree required under subsection g, i) of this agreement.

h) HYDRO SERVICE

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

i) TELEPHONE SERVICE

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

j) GAS SERVICE

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

k) CABLE T.V. SERVICE

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

#### 4. DUMPING AND REMOVAL OF DEBRIS OR FILL

- a) The Owner shall neither to dump nor to permit to be dumped any fill or other debris on nor to remove nor to permit to be removed any fill from any lands, other than for the actual construction, without the written consent of the Town.

#### 5. VACATED LOTS

- a) The Owner and subsequent owners of the lots upon which no buildings have been erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of Three Hundred Dollars \$300.00 per lot to a maximum amount of Five Thousand Dollars (\$5,000.00).

#### 6. DRIVEWAY APPROACHES

- a) The Town expressly reserves the right to determine the location of each and every driveway approach and curb cut in the subdivision.
- b) All driveway approaches must be constructed at the option of the Owner, of concrete. Asphalt or interlocking brick.
- c) At the time of the application for a building permit, the applicant shall escrow with the Corporation, in addition to any other building permit and indemnity charges assessable by the Corporation, the sum of One Thousand (\$1,000.00) Dollars to be held in trust by the Corporation for the purposes of insuring that the driveway approaches are completed to the satisfaction of the Corporation. These monies will be held in trust by the Corporation and within eighteen (18) months of the issuance of a building permit, then the Corporation, 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.

#### 7. PARKLAND DEDICATION AND DEVELOPMENT CHARGES

- a) Parkland Dedication Fees and Development Charges shall be paid by the Owner to the Town for all lots in the development in accordance with the relevant By-laws existing at the date of the application for the building permit. The Owner agrees to include in the Agreement of Purchase and Sale a clause outlining all approved development charges including development charges for school purposes relating to any lot pursuant to Section 59(4) of the Development Charges Act, 1997 for which the Owner shall be responsible.

#### 8. SUPERVISION AND INSPECTION OF THE WORK

- a) The consulting engineer for the Owner shall supervise the works and conduct actual field inspections of the work carried out pursuant to this Agreement. In addition the Town may at its option conduct actual field inspections of the work carried out pursuant to this Agreement and for that purpose may designate the Town Public Works Director or such other person as may be designated by the Town.
- b) The Owner shall provide and pay for all necessary testing and inspection services to

guarantee and control the quality of the workmanship and materials used in the work. Copies of all tests and certificates required by the Town shall be provided by the owner upon demand at their sole expense.

#### 9. LETTER OF CREDIT

- a) So as to assure the performance by the Owner of the terms and provisions of this Agreement the Owner shall deposit, prior to the commencement of the installation of services for each approved phase (the "development") with the Town:
  - a) Cash or a letter of credit for fifty percent (50%) of the value of the development; or
  - b) Bank draft for fifty percent (50%) of the value of the development or
  - c) Cash or letter of credit for twenty-five (25%) of the value of the development, plus a subdivision bond for the full value of the development.
- b) It is the intent herein that if the Owner shall fail in the performance of the conditions of this agreement, then the Town may require the person or corporation issuing the letter of credit or the subdivision bond to fulfill the terms and conditions in respect of which the Owner is in default or the Town may fulfill the terms and conditions in respect of which the Owner is in default by utilizing the cash or negotiating the bank draft. It is also the intent herein that if the Owner shall fail in the performance of any of the terms and, conditions of this agreement the Town, at its option, may refuse to grant to the Owner any permission, certificate, approvals or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town's requirements, and this Agreement, would have been entitled to receive and may continue to so refuse until the Town is satisfied that any default in question has been cured.
- c) The said amount of the cash, letter of credit, bank draft or subdivision bond shall be based upon the contract or contracts mentioned in paragraph 15 hereof, unless such construction shall be carried out by the Owner in which event the cost shall be estimated by the Owner's engineer and shall be approved by the Town.
- d) The cash deposit, letter of credit or subdivision bond may be reduced to the extent of the value of the work remaining, as recommended by the owner's consultant, and as certified by the municipal engineer.
- e) No security shall be released until the Owner has filed the security in accordance with paragraph 14 hereof, covering the services in respect of which such security was deposited.

#### 10. INDEMNITY AND INSURANCE

- a) Until the Town acknowledges in writing that it assumes the services herein referred to the Owner shall indemnify and save the Town harmless against all actions, claims, loss, damage and liability connected with the installation of the services contemplated herein arising directly or indirectly out of the negligent or unlawful performance or the non-performance of any obligation of the owner under this Agreement.
- b) While any of the works herein have not been accepted and assumed by the Town, the Owner shall maintain in full force and effect liability insurance which shall include:
  - i) liability insurance shall be provided in a form satisfactory to the Town;
  - ii) liability insurance for a minimum amount of Two Million Dollars (\$2,000,000.00):
  - iii) name the Town as an additional insured:



- iv) name the Town's consultants as additional insured:
- v) have a termination date extending ninety (90) days beyond the anticipated completion date (substantial and final completion):
- vi) have an automatic notification to the Town by the insurer advising the Town that the insurance will end in ninety (90) days.
- c) The Owner shall provide the Town with a certified copy of such policy prior to the commencement of constructing any of the works referred to herein.

#### 11. ACCEPTANCE OF WORK

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

#### 12. MAINTENANCE BOND

- a) The Owner shall be responsible for all materials, equipment and work until all construction and installation has been completed as aforesaid for each approved phase of the "development" and upon such acceptance thereof by the Town, the Owner shall deliver to the Town:
  - i) Cash or letter of credit for twenty-five percent (25%) of the value of the development or
  - ii) Bank draft for twenty-five percent (25%) of the value of the development or
  - iii) Cash or letter of credit for 12.5% of the value of the development plus a maintenance bond for twenty-five percent (25%) of the value of the development:
- b) Upon final inspection, after the one year maintenance period has expired, and all deficiencies have been rectified, the balance of the security will be refunded.

#### 13. TENDERS

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

#### 14. OCCUPANCY PERMIT

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

#### 15. GENERAL

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

#### 16. PHASING

- a) The parties hereto shall agree on the phasing or timing of the development, if required.

#### 17. ENVIRONMENTAL MONITORING

- a) The Owner shall file with the MOE and be issued a Record of Site Condition (RSC) prior to any new construction permits being issued.
- 18. 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.
  - 19. The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the plan.
  - 20. The Owner and/or its assignee shall request from the Town allocation of municipal street numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.
  - 21. 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.
  - 22. This Agreement shall ensure to the benefit of the Town and shall be binding upon the owner and the respective heirs, executors, administrators, successors, subsequent purchasers of any portion of the lands herein and authorized assigns of the Owner.
  - 23. The owner agrees to pay forthwith on demand all solicitor's fees and disbursements incurred by the Town on a solicitor and client basis in any way arising out of this agreement, including negotiations and preparations prior to the signing of the Agreement and work done subsequent to the signing of this Agreement.
  - 24. Any person who violates any provisions of this agreement or causes or permits a violation shall be liable on conviction to a penalty exclusive of costs in accordance

with the provisions of the Provincial Offences Act for each offence and every such penalty shall be recoverable under the provisions of the Provincial Offences Act.

- 25. The Owner shall not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrator or other tribunal, the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 26. Prior to the final approval by the Ministry of Municipal Affairs and Housing, the Minister is to be advised by the Town that this proposed sub-division conforms to the zoning by-law in effect.
- 27. Unless otherwise specified in this Agreement, any notices required under the provisions of this Agreement, shall be given by personal delivery to the following persons or by registered mail to the appropriate mailing address:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

ANDERDON DEVELOPMENTS LTD

\_\_\_\_\_  
Larry Pollard  
"I have signing authority on behalf of Anderdon  
Developments LTD"



## Report to Council

Department: Planning  
Date: August 6, 2019  
Prepared by: Rita Jabbour, R.P.P.  
Planner  
Submitted by: Lori M. Chadwick, R.P.P.  
Director, Development Services  
Report Number: Planning 2019-41  
Subject: Natural Heritage Conservation Easement  
B-06-19 Doug and Josie Holland and Karl and Sandy  
Neudorf  
2135 McCormick Road (Colchester South, Ward 3)  
Number of Pages 4

### RECOMMENDATIONS:

It is recommended that:

1. Planning Report 2019-41 entitled "Natural Heritage Conservation Easement B-06-19-Doug and Josie Holland 2135 McCormick Road (Colchester South, Ward 3)" be received; and
2. That Council adopt Bylaw 1843.

### REASON FOR REPORT:

To provide Council with background information regarding the requested natural heritage conservation easement for the Holland lands at 2135 McCormick Road in the former Township of Colchester South, Ward 3.

### COMMENTS:

On March 19, 2019, the Town of Essex Committee of Adjustment approved a consent application for the lands known municipally as 2135 McCormick Road, located in the former Township of Colchester South, Ward 3. A location map is provided under **Appendix A**. The severance approved by the Committee resulted in the creation of a 3.5 hectare (8.7 acre) parcel from the existing 22.6 hectare (56.57 acre) farm lot. The retained farm lot is occupied by an existing natural heritage feature (woodlot).

A condition of the Committee's approval requires the owners to enter into a conservation easement agreement with the Town of Essex in order to prohibit any use which will damage or destroy the "Protected Area", designated as Parts 1 on 12R27853, and identified under **Appendix B** of this report. The owners have been in full agreement with this requirement, as they do not want to see the woodlot damaged or removed.

Council's approval of Bylaw 1843 is required for the Mayor and Clerk to sign the Agreement; to complete registration of the Agreement; and, to satisfy the consent condition relating to the Agreement. Once signed, the Agreement will be registered on title for Part 1 on 12R27853.

**Financial Impact:**

None.

**Reviewed by:**

Lori M. Chadwick, R.P.P, Director, Development Services- concurs

## Appendix A –Location Map



**ROAD ALLOWANCE BETWEEN CONCESSIONS 2 AND 3**

—ROAD ALLOWANCE BETWEEN LOTS 14 AND 15—

LOT 13      LOT 14      LOT 15

CONCESSION 2      CONCESSION 3

PART 1, Plan 12R-2316A

PART 2, Plan 12R-2385

PART 3, Plan 12R-2386

PART 1, Plan 12R-2387

PART 1, Plan 12R-2388

PART 1, Plan 12R-2389

PART 1, Plan 12R-2390

PART 1, Plan 12R-2391

PART 1, Plan 12R-2392

PART 1, Plan 12R-2393

PART 1, Plan 12R-2394

PART 1, Plan 12R-2395

PART 1, Plan 12R-2396

PART 1, Plan 12R-2397

PART 1, Plan 12R-2398

PART 1, Plan 12R-2399

PART 1, Plan 12R-2400

PART 1, Plan 12R-2401

PART 1, Plan 12R-2402

PART 1, Plan 12R-2403

PART 1, Plan 12R-2404

PART 1, Plan 12R-2405

PART 1, Plan 12R-2406

PART 1, Plan 12R-2407

PART 1, Plan 12R-2408

PART 1, Plan 12R-2409

PART 1, Plan 12R-2410

PART 1, Plan 12R-2411

PART 1, Plan 12R-2412

PART 1, Plan 12R-2413

PART 1, Plan 12R-2414

PART 1, Plan 12R-2415

PART 1, Plan 12R-2416

PART 1, Plan 12R-2417

PART 1, Plan 12R-2418

PART 1, Plan 12R-2419

PART 1, Plan 12R-2420

PART 1, Plan 12R-2421

PART 1, Plan 12R-2422

PART 1, Plan 12R-2423

PART 1, Plan 12R-2424

PART 1, Plan 12R-2425

PART 1, Plan 12R-2426

PART 1, Plan 12R-2427

PART 1, Plan 12R-2428

PART 1, Plan 12R-2429

PART 1, Plan 12R-2430

PART 1, Plan 12R-2431

PART 1, Plan 12R-2432

PART 1, Plan 12R-2433

PART 1, Plan 12R-2434

PART 1, Plan 12R-2435

PART 1, Plan 12R-2436

PART 1, Plan 12R-2437

PART 1, Plan 12R-2438

PART 1, Plan 12R-2439

PART 1, Plan 12R-2440

PART 1, Plan 12R-2441

PART 1, Plan 12R-2442

PART 1, Plan 12R-2443

PART 1, Plan 12R-2444

PART 1, Plan 12R-2445

PART 1, Plan 12R-2446

PART 1, Plan 12R-2447

PART 1, Plan 12R-2448

PART 1, Plan 12R-2449

PART 1, Plan 12R-2450

PART 1, Plan 12R-2451

PART 1, Plan 12R-2452

PART 1, Plan 12R-2453

PART 1, Plan 12R-2454

PART 1, Plan 12R-2455

PART 1, Plan 12R-2456

PART 1, Plan 12R-2457

PART 1, Plan 12R-2458

PART 1, Plan 12R-2459

PART 1, Plan 12R-2460

PART 1, Plan 12R-2461

PART 1, Plan 12R-2462

PART 1, Plan 12R-2463

PART 1, Plan 12R-2464

PART 1, Plan 12R-2465

PART 1, Plan 12R-2466

PART 1, Plan 12R-2467

PART 1, Plan 12R-2468

PART 1, Plan 12R-2469

PART 1, Plan 12R-2470

PART 1, Plan 12R-2471

PART 1, Plan 12R-2472

PART 1, Plan 12R-2473

PART 1, Plan 12R-2474

PART 1, Plan 12R-2475

PART 1, Plan 12R-2476

PART 1, Plan 12R-2477

PART 1, Plan 12R-2478

PART 1, Plan 12R-2479

PART 1, Plan 12R-2480

PART 1, Plan 12R-2481

PART 1, Plan 12R-2482

PART 1, Plan 12R-2483

PART 1, Plan 12R-2484

PART 1, Plan 12R-2485

PART 1, Plan 12R-2486

PART 1, Plan 12R-2487

PART 1, Plan 12R-2488

PART 1, Plan 12R-2489

PART 1, Plan 12R-2490

PART 1, Plan 12R-2491

PART 1, Plan 12R-2492

PART 1, Plan 12R-2493

PART 1, Plan 12R-2494

PART 1, Plan 12R-2495

PART 1, Plan 12R-2496

PART 1, Plan 12R-2497

PART 1, Plan 12R-2498

PART 1, Plan 12R-2499

PART 1, Plan 12R-2500

PART 1, Plan 12R-2501

PART 1, Plan 12R-2502

PART 1, Plan 12R-2503

PART 1, Plan 12R-2504

PART 1, Plan 12R-2505

PART 1, Plan 12R-2506

PART 1, Plan 12R-2507

PART 1, Plan 12R-2508

PART 1, Plan 12R-2509

PART 1, Plan 12R-2510

PART 1, Plan 12R-2511

PART 1, Plan 12R-2512

PART 1, Plan 12R-2513

PART 1, Plan 12R-2514

PART 1, Plan 12R-2515

PART 1, Plan 12R-2516

PART 1, Plan 12R-2517

PART 1, Plan 12R-2518

PART 1, Plan 12R-2519

PART 1, Plan 12R-2520

PART 1, Plan 12R-2521

PART 1, Plan 12R-2522

PART 1, Plan 12R-2523

PART 1, Plan 12R-2524

PART 1, Plan 12R-2525

PART 1, Plan 12R-2526

PART 1, Plan 12R-2527

PART 1, Plan 12R-2528

PART 1, Plan 12R-2529

PART 1, Plan 12R-2530

PART 1, Plan 12R-2531

PART 1, Plan 12R-2532

PART 1, Plan 12R-2533

PART 1, Plan 12R-2534

PART 1, Plan 12R-2535

PART 1,

**The Corporation of the Town of Essex**

**By-Law Number 1843**

**Being a by-law to enter into a Conservation Easement Agreement**

**between**

**Doug Holland and Josie Holland**

**and**

**The Corporation of the Town of Essex**

**WHEREAS** Doug Holland and Josie Holland are the owners of a parcel of land described as Part Lot 14 Concession 2 Colchester as in R1278938 except Part 1 on 12R14516, Essex, being PIN 75196-0085 now designated as Parts 1, 2 and 3 on 12R27853, Town of Essex, in the County of Essex, and Province of Ontario , now designated as Parts 1, 2 and 3 on 12R27853, Town of Essex, in the County of Essex, and Province of Ontario (hereafter referred to as the “Lands”); And whereas the owners are desirous of entering into a Conservation Easement with the Municipality over a parcel of land described as Part 1 on 12R27853, Town of Essex, in the County of Essex, and Province of Ontario (hereafter referred to as the “Protected Area”);

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE COPORATION OF THE TOWN OF ESSEX ENECTS AS FOLLOWS:**

1. That the Mayor and the Clerk are hereby authorized to execute the Conservation Easement Agreement with Doug Holland and Josie Holland over a parcel of land designated as Part 1 on 12R27853, Town of Essex, in the County of Essex and Province of Ontario.

**Read a first, second and third time and finally passed on August 6, 2019.**

---

Mayor

---

Clerk



## **SCHEDULE "1"**

THIS AGREEMENT made in duplicate this 6<sup>th</sup> day of August, 2019.

BETWEEN:

DOUG HOLLAND and JOSIE HOLLAND  
(hereinafter called the "OWNERS")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF ESSEX  
(hereinafter called the "MUNICIPALITY")

OF THE SECOND PART

WHEREAS Doug Holland and Josie Holland are the owners of a parcel of land described as Part Lot 14 Concession 2 Colchester as in R1278938 except Part 1 on 12R14516, Essex, being PIN 75196-0085 now designated as Parts 1, 2 and 3 on 12R27853, Town of Essex, in the County of Essex, and Province of Ontario (hereafter referred to as the "Lands").

AND WHEREAS the owners are desirous of entering into a Conservation Easement with the Municipality over a parcel of land designated as Parts 1 on 12R27853 in the County of Essex and Province of Ontario (hereafter referred to as "Protected Area");

In consideration of the sum of two (\$2.00) dollars now paid by the Owners to the Municipality, the Owners and the Municipality agree to the covenants, restrictions and easements as set out in this Agreement which shall run with the lands in perpetuity.

### ARTICLE 1

#### DEFINITIONS

- 1.1 For the purposes of this Agreement, the following words and phrases shall have the following meanings:
- (a) "Agreement" or "this Agreement" means this Conservation Easement Agreement and the schedules attached hereto as at the date hereof and as amended from time to time.
  - (b) "Covenants" mean the covenants set out in Article 4 as the same may be waived, varied or released by the Municipality in accordance with this Agreement.
  - (c) "Easement" means the rights and easement in respect of the Lands granted by the Owners to the Municipality in Article 5 of this Agreement.
  - (d) "Lands" means the lands and premises of the Owners situate in the Province of Ontario and more particularly described in Schedule "A" attached hereto.

- (e) "Owners" means the above named parties of the First Part and any person or entity who at any time after registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including a trustee for any beneficial owner of the Lands.
- (f) "Protected Area" means that part of the Lands including the natural heritage conservation area that is identified as Parts 1 on 12R27853, set forth in Schedule "XX".

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES

- 2.1 The Owners covenants and warrants that the Owners are the legal, beneficial and registered owners of the Lands with good title thereto:
- 2.2 The Lands include a significant natural feature that is described as Part 1 on 12R27853 and as defined herein as the Protected Area and which the Owners and the Municipality have agreed to protect and enhance.

## ARTICLE 3

### INTENTION

- 3.1 It is the intention of the parties that this Conservation Easement Agreement will ensure the protection, maintenance, restoration, and enhancement of the Protected Area on the Lands as described in Schedule "A" and will prevent any use of the Protected Area that will damage or destroy the Protected Area or prevent its restoration and enhancement. More specifically, it is intended that the use of the Protected Area will be restricted to natural heritage conservation uses that are consistent with the primary intention of the parties.
- 3.2 It is further the intention of the parties that this Conservation Easement Agreement doesn't impact, prevent or limit the ability of the Owners to develop or build upon Part 2 of 12R27853.

## ARTICLE 4

### COVENANTS

- 4.1 The Owners shall not use the Protected Area or permit any use of the Protected Area, which shall damage or destroy the Protected Area or prevent their restoration and enhancement, nor shall the Owners plant or allow the planting or other introduction of non-native plant or animal species in the Protected Area, nor shall the Owners remove, destroy, cut or allow the removal, destruction or cutting of trees, shrubs or other vegetation in the Protected Area, except with the prior written approval of the Municipality which approval shall not be reasonably withheld.
- 4.2 The Municipality is hereby authorized to apply to electronically register Article 4 as Restrictive Covenants under s.119 of the Land Titles Act to give full registered force and effect to this Article.

ARTICLE 5  
EASEMENT

- 5.1 The Owners hereby grants to the Municipality an easement to permit the Municipality's employees, officers, agents, workers and contractors, together with their supplies, equipment, materials and machinery, to enter on and have access to the Protected Area at reasonable times and subject to the requirements specified below and for the following purposes:
- (a) Inspection, in order to determine compliance with this Agreement;
  - (b) to carry out any maintenance, alteration, improvements, work, or restoration of the Protected Area reasonably required pursuant to Articles 4 and 7 of this Agreement; and
  - (c) For all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.
  - (d) The Municipality is hereby authorized to electronically register any required transfer of easement in gross over the Protected Area to give full registered force and effect to this Easement.
- 5.2 Prior to entry or access to the Lands for the purposes identified in Section 5.1 the Municipality shall provide written notice to the Owners.
- (a) For the purposes specified in paragraph 5.1 (a) at least seven (7) days written notice; and
  - (b) For the purposes specified in paragraph 5.1 (b) and (c) at least thirty (30) days written notice. This notice shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed.
- 5.3 No right of access by the general public to any portion of the Lands is granted by this Agreement.

ARTICLE 6

OWNERS' OBLIGATIONS AND INDEMNITY

- 6.1 The Owners shall at the expense of the Owners, continue to care for and maintain the Lands as would a careful and prudent owner. In particular, and without limiting the generality of the foregoing, the Owners shall:
- (a) Maintain the Lands in a good condition, and keep the Lands free of construction liens;  
And
  - (b) Pay as they become due municipal and provincial taxes, rates and fees charged or levied against the Lands.
- 6.2 The Owners shall and do hereby indemnify and save harmless the Municipality, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits, claims, demands by or

on behalf of any person arising out of or occasioned by any act or omission, negligence or otherwise, in the use and maintenance of the Lands by the Owners, any licensee or lessee thereof or anyone for whom the Owners are in law responsible, including any liability arising from any existing or future environmental matters or conditions affecting the Lands.

#### ARTICLE 7

##### DEFAULT

- 7.1 In the event of breach of or default in the obligations and covenants of the Owners under this Agreement, the Municipality may take action available to it at law, in equity, by statute or under this Agreement provided that the Municipality shall first give to the Owners written notice of the default which notice shall specify the nature of the non-compliance and the measures necessary to secure compliance with the terms of the Agreement. If notice of default is given, the Owners shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the non-compliance or default.
- 7.2 If the Municipality in its sole discretion determines that the circumstances require immediate action to prevent or mitigate damage to the Protected Area, the Municipality may pursue its remedies under this Article 7 without prior notice to the Owners and without waiting for the expiry of the sixty (60) day notice period as otherwise required under paragraph 7.1.
- 7.3 In the event that the Owners have failed to provide compliance within the sixty (60) day period allowed, then the Municipality shall be entitled to enter onto the Lands and to complete those works and measures necessary to provide compliance and to remedy the default at the expense of Municipality shall be a debt owed by the Owners to the Municipality and shall be a charge upon the Lands enforceable in the same manner as a Mortgage and recoverable by the Municipality in a court of law.
- 7.4 The parties recognize that damages based upon market value may not be adequate or effective for destruction of or restoration of the Protected Area as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:
- (a) compensation to the Municipality in the event of default or breach of the Agreement may be based upon market value, restoration or replacement costs whichever, in the opinion of the court shall better compensate the Municipality; and,
  - (b) in addition, and without limiting the scope of the other enforcement rights available to the Municipality under this Agreement, the Municipality may bring an action or an application for injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.

#### ARTICLE 8

##### NOTICE

- 8.1 Any notice to be given or required under this Agreement (which term in this paragraph includes any request or waiver) shall be in writing and sent by

personal delivery, facsimile transmission or by registered prepaid mail to the parties.

- 8.2 Any notice so delivered or any notice so forwarded by facsimile or other means of communication shall be deemed to have been given on the next business day following the day of delivery or forwarding and any notice so mailed shall be deemed to have been given on the fourth business day following the day of mailing. Either party may in any manner aforesaid give notice to the other party of any change in address or fax number thereof and thereafter the new address or fax number shall be the address of such party for the purpose of giving notice hereunder.

## ARTICLE 9

### GENERAL PROVISIONS

- 9.1 Rights reserved by Owner: The Owners reserve to themselves, and to their successors and assigns, and any transferee there from, all rights accruing from their ownership of the Lands, including the right to engage in or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited in this Agreement and are not inconsistent with the purpose and terms of this Agreement.
- 9.2 Owner not Liable: No person who is an Owner shall be liable to the Municipality for any breach of or default in the obligations owed to the Municipality under this Agreement committed after the registration of a transfer by such persons of that person's interest in the Lands.
- 9.3 Registration: The Municipality may register this Agreement against the title to the Lands and the Owners shall execute any document that may be required to allow such registration.
- 9.4 Failure to Exercise or Enforce Rights: No failure by the Municipality to require performance by the Owners of any provision of this Agreement shall affect the right of the Municipality thereafter to enforce such obligations and no failure by the Owners to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.
- 9.5 Time of the Essence: Time shall be of the essence of this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.
- 9.6 Severability: All provisions of this Agreement including each of the covenants shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 9.7 Costs: Save as provided herein or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiations and implementation of the Agreement.
- 9.8 Joint and Several: Whenever the Owner comprises more than one person, the Owners' obligations in this Agreement shall be joint and several.
- 9.9 Entire Agreement: This Agreement is the entire agreement between the parties with respect to the matters dealt with herein, and no understandings or

agreements, verbal collateral or otherwise, exist between the parties except as herein expressly set out.

- 9.10    Enurement: This Agreement including the Easement and the Covenants shall run with the Lands in perpetuity or until such time as the Municipality, or its successor or assign authorizes their release and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors, and personal representatives as the case may be.
- 9.11    Acts Beyond Party's Control: Neither party shall be liable to the other for damage to or change in the Lands resulting from causes beyond the control of such party, including without limitation, accidental fire, flood, stone, earth quake, subsidence, trespass, insect infestation or disease.

IN WITNESS WHEREOF the Owners and the Municipality have executed this Agreement.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

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

SIGNED, SEALED AND DELIVERED    THE CORPORATION OF THE TOWN OF ESSEX

In the presence of:    )  
  )  
  )  
  )  
  )  
  )    \_\_\_\_\_  
  )    Mayor  
  )  
  )  
  )  
  )    \_\_\_\_\_  
  )    Clerk  
  )    We have the authority to bind the Corporation  
  )  
  )    \_\_\_\_\_  
  )    Doug Holland  
  )  
  )    \_\_\_\_\_  
  )    Josie Holland

## **Schedule "A"**

### Legal Description of the Lands

PT LT 14 CON 2 COLCHESTER AS IN R1278938 EXCEPT PT 1 12R14516, ESSEX, BEING  
PIN 75196-0085 NOW DESIGNATED AS PARTS 1, 2 AND 3 ON PLAN 12R27853.



## Report to Council

Department: Planning  
Date: August 6, 2019  
Prepared by: Rita Jabbour, R.P.P.  
Submitted by: Lori M. Chadwick, R.P.P, Director, Development Services and  
Robert Auger, L.L.B, Town Solicitor/Clerk  
Report Number: Planning 2019-42  
Subject: Update on Local Planning Appeal Tribunal Proceedings Regarding Laporte v. the Corporation of the Town of Essex  
Number of Pages: 5

### Recommendation(s)/Conclusion(s)

It is recommended that:

1. Planning report 2019-42, entitled "Update on Local Planning Appeal Tribunal Proceedings Regarding Laporte v. the Corporation of the Town of Essex", be received; and,
2. Council agree to the adoption of the additional provisions to Bylaw 1759, as issued / to be issued under order of the Local Planning Appeal Tribunal.

### Reason for Report

To provide Council with feedback regarding the proceedings of July 16 in the matter of Laporte v. the Corporation of the Town of Essex and to recommend Council support for the addition of provisions to Bylaw 1759 as part of a proposed settlement.



## Background

On Tuesday July 16, 2019, the Local Planning Appeal Tribunal (LPAT) conducted a case management conference concerning the appeal of Amending Bylaw 1759 as it pertains to the property located at 1466 County Road 13. The location of the subject lands is identified under **Appendix A**. Bylaw 1759, as adopted by Council on December 17, 2018, adds additional permitted uses for the vacant +3433 square metre (+ 39956 square foot) residential lot to permit the medical office of a licensed professional person offering treatment and diagnostic services for the physical, mental or emotional health of people excluding the offices of a general dentist and chiropractor.

The Appellant, Bradely Laporte, and the Municipality represented by its Town Solicitor, Robert Auger, and its Town Planner, Rita Jabbour, were the Parties at this proceeding. The Applicant to the original zoning application was not able to attend but did submit a letter to the LPAT voicing support for the site specific zoning amendment. As a specific request was not made, the Applicant was not added as a party to the proceeding.

The LPAT firstly ordered that the scope of the appeal would be narrowed only to the question as to whether Bylaw 1759 was in conformance with the Official Plan. In making submissions as to conformance with the Town of Essex Official Plan, it was noted that the Appellant would need to demonstrate in particular that Bylaw 1759 was not in conformance with section 5.7 (i) and section 9.14 (a)-(k) of the Town of Essex Official Plan. These sections speak to the criteria for allowing neighbourhood commercial uses, such as a medical office, by site specific zoning amendment, and the general factors that Council should consider when it comes to a proposed zoning by-law amendment.

After hearing submissions from both the Appellants and the Town Planner, the conversation then gravitated towards early resolution through settlement as being the best way to proceed. The Appellant referenced a letter of agreement between him and the applicant from January 2019 which listed a number of agreeable provisions which could be addressed through a site plan control agreement. The main concern of the Appellant, however, was that merely stating that these agreeable provisions would be items that could be addressed

through the site plan control process does not give them enough assurances and their preference would be to include these additional provisions as part of the amending by law itself.

The settlement discussions then gravitated towards the notion of an amending by-law to 1759 that could address the additional concerns of the Appellant ideally with concurrence from the Applicant. As a result the Appellant agreed to the following additional provisions which, if agreeable as part of a final LPAT settlement, would: i) form part of an amending by-law to bylaw 1759 and (ii) still uphold the additional permitted use but forgo the necessity of a full LPAT hearing:

1. The building to be built is to be set back at equal distance or more to the residence at 1460 County Road 13 and the building shall be built in an East- West orientation with the front of the building to be north facing towards the Harrow Health Centre;
2. The building is to have a residential “hipped style” roof and shall be a single-storey building in keeping with the rural characteristics of the surrounding neighbourhood (similar to the medical office building at 1470 County Road 13);
3. The driveway and parking shall be located on the north side of the property and building be placed abutting the residence at 1460 County Road 13 but with no front yard parking permitted;
4. That appropriate privacy fencing be constructed along the abutting property line with the residence at 1460 County Road 13 from the front corner of the house at 1460 County Road 13 to the back of said property with such fencing to be completed as a stated priority under the Site Plan Control Agreement and/or within six months after the execution of the Site Plan Control Agreement ; and
5. The building to be built shall be at a minimum 8 foot side yard distance from the property line of 1460 County Road 13.

## Comments

It was noted by the LPAT chairperson that the LPAT would have the authority under the *Local Planning Appeal Tribunal Act* to issue an order approving the amending bylaw without the

need for the amending by-law to be formally passed by Council. Despite this, it was noted by the Clerk that Administration should still have an opportunity to provide an update and receive direction from Council on this matter.

Should Council agree to the settlement, a telephone conference with LPAT will be scheduled for August 21 in order to review and inform the LPAT of the parties consent to this proposed settlement. Administration has been in contact with the Applicant regarding the proceedings of July 16. The Applicant has advised of his concurrence with the proposed settlement and additional provisions. A draft amending bylaw to bylaw 1759 with the additional provisions will be prepared in advance of this August 21 meeting with LPAT. The proposed by-law will be circulated to all parties by August 17 and then filed with LPAT by August 20 for review.

## **Financial Impact**

No financial impact.

Reviewed by:

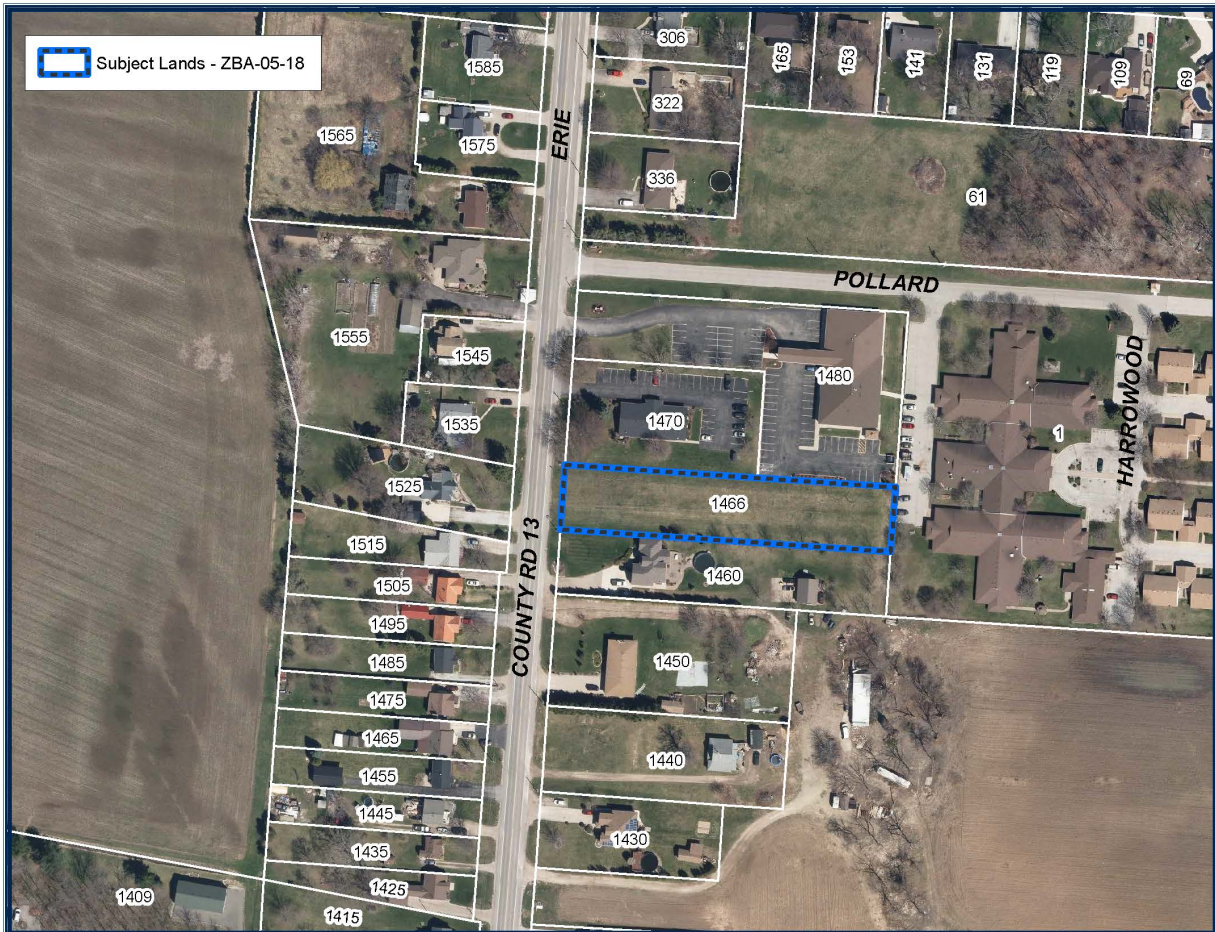
Chris Nepszy, Chief Administrative Officer (CAO)–Concurs

Robert Auger, Town Solicitor/Clerk –Concurs

Lori M. Chadwick, Director, Development Services –Concurs

## Appendix A –Location Map

1466 County Road 13





**Report to Council**

Department: Planning

Date: August 6, 2019

Prepared by: Jeff Watson, Policy Planner

Submitted by: Lori Chadwick, Director, Development Services

Report Number: Planning2019- 43

Subject: CWATS funding requests for 2020

Number of Pages: 3

**RECOMMENDATION(S)**

It is recommended that:

1. Planning report Planning2019-43 entitled “CWATS funding requests for 2020” be received.
2. That Council pre-approve the Town’s 50 percent share of the estimated \$20,000 cost, in the amount of \$10,000 under the 2020 as the municipal contribution under the Municipal Partnership Fund of the County Wide Active Transportation initiative

**REASON FOR REPORT**

This report deals with the allocation of funding for various active transportation projects for 2020.

**COMMENTS**

Submissions from the various towns for 2020 CWATS projects are now due. In 2019 the focus for the Town of Essex was to complete the extension of paved shoulders on County Road 50 to our mutual boundary with Kingsville and to expand our “soft services”. Soft Services included the placement of benches and route maps at strategic locations and various activities such as the bike rodeos that provided public education for young bicycle riders and knowledge of our various active transportation (AT) routes and facilities as they have proven to be popular.

For 2020, it is proposed that two bicycle repair stations be provided and that the same public educational and safety initiatives be continued. More specifically, the following projects are proposed:

	<u>County contribution/Town contribution</u>
2 bike repair stations - 1 at the Essex Community Center/ 1 at Harrow Arena	\$4,000/\$4,000
2 route map/support posts/concrete pad - 1 at CR13/50 (Colchester)/1 at CR23/50	\$1,000/\$1,000
3 bike rodeos - 1 Spring event/ 1 Summer day camp/1 Colchester Family Fun Day	\$750/\$750
Cycling Guide publication - 1000 copies at \$2 each	\$1,000/\$1,000
2 Canbike Confidence Clinics - 2 sessions with 8 participants each	\$500/\$500
Positive Cycling Reinforcement Initiatives with the OPP - 500 \$4 certificates to a free swim or free skate at our local arena	\$1,000/\$1,000
4 Cycling equipment packages - bicycle/helmet/repair and safety gear (bell and lights)/rear rack	\$1,000/\$1,000
Contingency	\$250/\$250
<hr/>	
Total cost: \$20,000	\$10,000/\$10,000

These projects are funded on a 50/50 basis under the terms of the CWATS Municipal Partnership Program. Under this program \$100,000.00 is committed by the County to be shared amongst the local municipalities, specifically to provide public education on the existence and use of the AT system and the facilities that complement the development of the AT infrastructure.

On the basis of the 50/50 partnership, Council would commit approximately \$10,000 to be matched by the County. This is the same commitment as was approved by Council for 2019.

**FINANCIAL IMPACT**

The estimated cost under the Municipal Partnership Fund of the County Wide Active Transportation initiative is \$20,000 with the Town’s 50 percent being \$10,000. The cost of the project would be a pre-approval under the 2020 Budget.

## **LINK TO STRATEGIC PRIORITIES**

This report is linked to the following strategic objectives:

- Promote healthy and active living through recreational and cultural opportunities.
- Promote a healthy, safe and environmentally conscious community.

Lori Chadwick, Director, Development Services - concurs

Rita Jabbour, Planner –concurs

Jeffrey Morrison, Director Corporate Services - concurs



## Report to Council

Department: Infrastructure and Development

Date: August 6, 2019

Prepared by: Chris Nepszy, P.Eng., PE  
Director, Infrastructure Services  
Chief Administrative Officer

Submitted by: Chris Nepszy, P.Eng., PE  
Director, Infrastructure Services  
Chief Administrative Officer

Report Number: Infrastructure and Development Report 2019-10

Subject: Stormwater Infrastructure Improvements

Number of Pages: 9 (including attachments)

### **Recommendation(s)/Conclusion(s)**

It is recommended that:

1. Infrastructure and Development Report 2019-10 entitled "Storm Infrastructure Improvements" be received; and
2. Council recommend to improve the existing stormwater infrastructure pond in the Townsview Development in the amount of \$98,442.63; utilizing a combination of funds from the urban levy (\$65,956.56), asset management lifecycle reserve (\$16,243.04) and GG-19-0003 Council Contingency (\$16,243.04); and
3. Council recommend to improve the Roseborough storm sewer from approximately Clark Street to the Phillip Ferris Outlet in the amount of \$84,100.00; utilizing a combination of funds from the urban levy (\$56,347.00), asset management lifecycle reserve (\$13,876.50) and GG-19-0003 Council Contingency (\$13,876.50).



## **Purpose**

Council approval is required to allocate funds for projects not within the approved 2019 Capital Budget.

## **Background**

Stormwater issues and concerns have been an infrastructure focus in the region the past several years. All areas of Windsor and Essex County, including the Town of Essex, have encountered severe flooding due to prolonged and intense rainfall events. The municipalities partnered to generate Regional Stormwater Guidelines which have provided consistent stormwater management standards for the Windsor/Essex Region.

As a Town, we have taken immense steps in improving out stormwater infrastructure and management. We have developed working calibrated sanitary and storm models in Essex Centre, and are currently working on the same in Harrow Centre. These models will ensure we understand the areas which require improvement, as well as, allow us to plan and develop the Town in a responsible manner. We have a healthy subsidy program that assists homeowners with making improvements to their own house, which ultimately reduces the stress on the Town's system. Operations continues to remain proactive with respect to maintenance of both urban and rural storm systems. Furthermore, Council continues to approve capital works projects that are focused on stormwater improvements. All of these actions contribute to construction and operation of robust storm infrastructure for both our existing residents and future developments.

## **Comments**

There are two infill developments that are currently being designed/constructed that have presented an opportunity for the Town to partner with the developers and to improve the Town's existing stormwater infrastructure in the region.

## **Townsvie Residential Development**

Townsvie Development is located north of Maidstone Avenue (County Road 8), east of Talbot Street (County Road 34). Although already having had approvals based on a previous subdivision agreement, the developer agreed to enhance the stormwater management pond to ensure the last phase of development would be brought as close as possible to meeting with the new Regional Stormwater Guidelines. At the same time the Town could additionally augment the pond to allow for improvement of the storage for the existing development. Although the guidelines call for 140 percent storage of the 100 year storm, this was unattainable in this already approved infill situation. The expanded pond (diagram attached) holds a volume of 10,606 cubic metres, which based on the model will hold 100% of the 100 year event. The modelling, analysis, design, construction and on-site inspection was split based on benefit to existing (2/3) and new (1/3) development. Construction of the pond, including engineering was \$147,663.94 net of HST rebate. Based on the agreed split, the cost to the Town is \$98,442.63 net of HST rebate.

## **Silva Development**

This property is located within Harrow Centre and consists of a single parcel (1.604 hectares) located southeast of the Roseborough Road and Clark Street intersection. The current site, which is a vacant lot zoned as residential (R1) drains overland, generally in a southwest direction where it outlets into the roadside ditch which runs adjacent to the east side of Roseborough Road. The collected overland flow then travels through the open channel in a southerly direction until it reaches the 300mm diameter storm sewer system located on the east side of Roseborough Road and then outlets into the Bassett Drain along the north side of County Road 20.

After analyzing several options, it was deemed most beneficial for the Town to take the stormwater north from the Silva Subdivision and include the contributing watershed area flows along Roseborough Road (including the undeveloped industrially zoned areas) from Clark Street north to the Philip Ferris Drain. Constructing the stormwater sewer along the west side of Roseborough Road would provide a sufficient outlet for the industrial lands to be

developed in the future. Additionally, Roseborough Road would benefit from improved drainage as sufficient drainage is not currently provided along the west side of Roseborough Road north of the Silva Subdivision. These additional flows added as part of Option 2B would further enhance flows in the Philip Ferris. The Philip Ferris Drain is proposed to be diverted around the Atlas Tube owned lands along the east limit of their property, and then along the north side of the 3rd Concession Road where it will drain westerly until reaching the existing Philip Ferris Drain. Subsequent to the drain diversion, a portion of the existing Philip Ferris Drain in the Atlas Tube lands will be able to be abandoned to allow for their proposed expansion and the remaining section downstream will be known as the Philip Ferris Branch Drain, which will maintain its existing course of drainage across Roseborough Road and through private lands until it intersects the new Philip Ferris Drain Diversion north of the 3rd Concession Road. The proposed Philip Ferris Drain Branch will experience a significant decrease in flows during both dry and wet periods as a consequence of the proposed diversion. Introducing additional stormwater flows from the Silva Subdivision and contributing watershed as seen on the plans, into the future Branch Drain, will offset some of the stormwater flows removed due to the proposed diversion. This can be seen as a benefit to the aquatic and plant species located within the existing Philip Ferris Drain set to become the Branch Drain and facilitate approvals for the Atlas Tube proposed expansion and required drain diversion.

The estimated cost difference for taking the stormwater north from the Silva Subdivision including the contributing watershed area flows along Roseborough Road from Clark Street north to the Philip Ferris Drain, as seen in the attached figures, is estimated to be \$84,100.00. This contribution by the Town complete infrastructure services for the Town along the affected portion of Roseborough Road which would support current proposed development and allow for storm water servicing for future expected development in the affected area. As detailed above, both projects benefit the Town's existing stormwater system. These types of partnered efforts continue to ensure the Town grows responsibly.

## Financial Impact

Neither project was identified in the 2019 Capital Budget. The urban levy applied within both Harrow and Essex Centres is utilized to fund a portion (67%) of storm sewer works that are constructed within Wards 1 and Wards 4. In addition, the asset management reserve can be utilized for both upgrading and replacement. As a result, the breakdown for both projects is:

### Townsvie Residential Development

Total Essex Project Cost	<u>\$98,442.63</u>
Urban Levy	\$65,956.56
Asset Management Lifecycle Reserve	\$16,243.04
GG-19-0003 Council Contingency	\$16,243.04

### Silva Subdivision

Total Estimated Essex Project Cost	<u>\$84,100.00</u>
Urban Levy	\$56,347.00
Asset Management Lifecycle Reserve	\$13,876.50
GG-19-0003 Council Contingency	\$13,876.50

The remaining amounts after the allocations identified above for both the urban levy and GG-19-0003 Council Contingency are \$243,525.79 and \$16,571.72 respectively.

### Link to Strategic Priorities:

Manage the Town's infrastructure in a responsible and efficient manner.

Reviewed by: Jeffrey R. Morrison, Director, Corporate Services

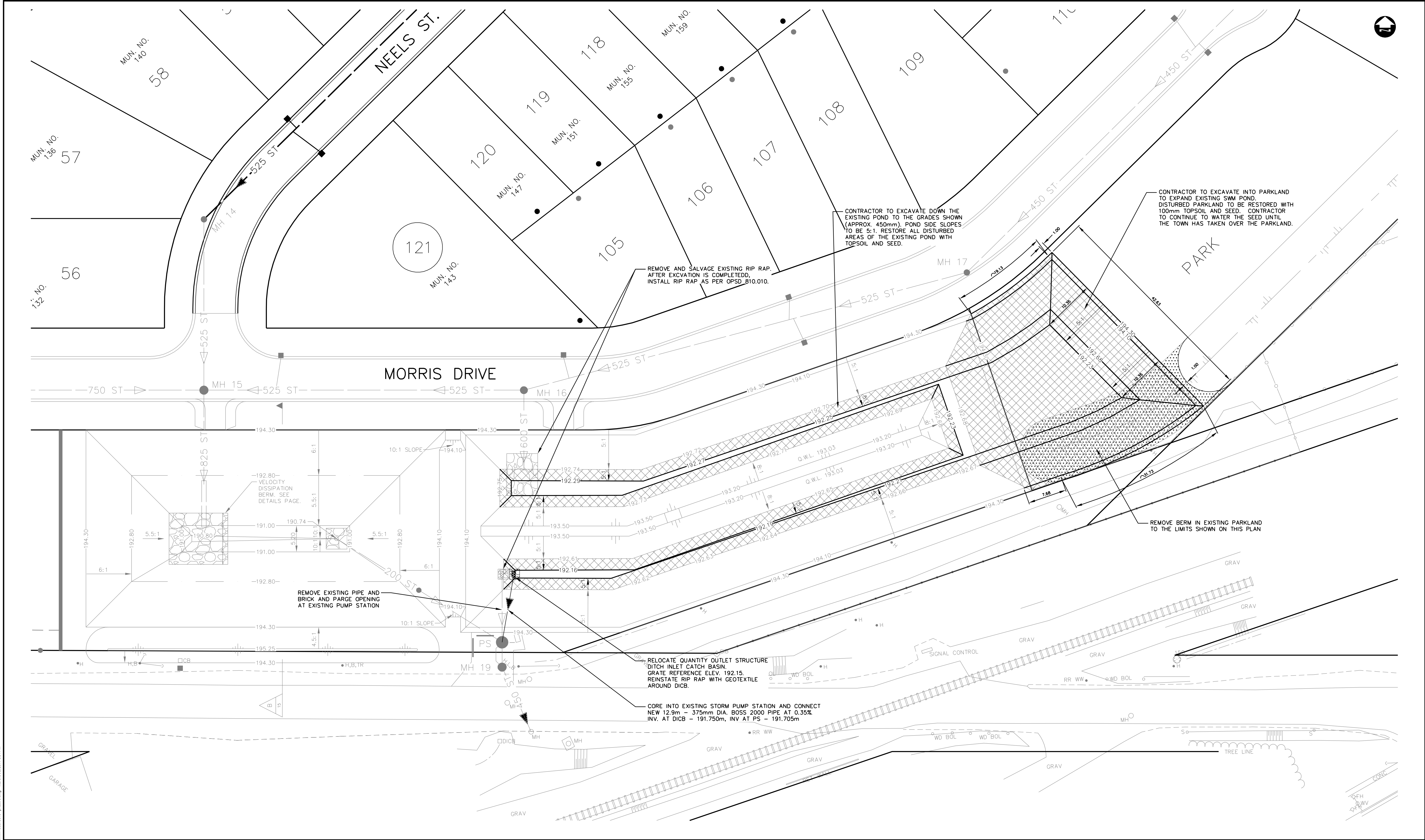
Reviewed by: Richard Beausoleil, Manager, Capital Works & Infrastructure

Reviewed by: Norm Nussio, Manager, Operations

Reviewed by: Jeff Watson, Policy Planner

DILLON CONSULTING LIMITED 3200 DEZIEL DRIVE, SUITE 608, WINDSOR, ONTARIO, N9W 5K8, PHONE (519) 948-5000, FAX (519) 948-5054

File:dm331.dwg 11:53:11 g:\proj\subdiv\eng\phase 5\dwg\18-8407-1000 - phase 5.dwg Mar 06, 2019 3:24 PM



<div>Conditions of Use</div> <div>Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.</div> <div>Do not scale dimensions from drawing.</div> <div>Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.</div>			1849749 ONTARIO LIMITED			<div></div> <div>DILLON CONSULTING</div>		<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>DESIGN</td><td>REVIEWED BY</td><td rowspan="2">Townsville Estates Residential Development Phase 5</td><td>PROJECT NO.</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>DAM</td><td>RM</td><td>18-8407-1000</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>DRAWN</td><td>CHECKED BY</td><td rowspan="2">SWM POND EXPANSION</td><td>SHEET NO.</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>DAM</td><td></td><td>SWM1</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>DATE</td><td>Mar-06-2019</td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>SCALE</td><td>1:375</td><td></td><td></td></tr><tr><td>1</td><td colspan="5">MUNICIPAL APPROVAL</td><td>MAR 07/19</td><td>RM,DAM</td><td></td><td></td></tr><tr><td>No.</td><td colspan="5">ISSUED FOR</td><td>DATE</td><td>BY</td><td></td><td></td></tr></table>										DESIGN	REVIEWED BY	Townsville Estates Residential Development Phase 5	PROJECT NO.							DAM	RM	18-8407-1000							DRAWN	CHECKED BY	SWM POND EXPANSION	SHEET NO.							DAM		SWM1							DATE	Mar-06-2019									SCALE	1:375			1	MUNICIPAL APPROVAL					MAR 07/19	RM,DAM			No.	ISSUED FOR					DATE	BY		
						DESIGN	REVIEWED BY	Townsville Estates Residential Development Phase 5	PROJECT NO.																																																																																
						DAM	RM		18-8407-1000																																																																																
						DRAWN	CHECKED BY	SWM POND EXPANSION	SHEET NO.																																																																																
						DAM			SWM1																																																																																
						DATE	Mar-06-2019																																																																																		
						SCALE	1:375																																																																																		
1	MUNICIPAL APPROVAL					MAR 07/19	RM,DAM																																																																																		
No.	ISSUED FOR					DATE	BY																																																																																		





## Report to Council

Department: Infrastructure and Development

Date: August 06, 2019

Prepared by: Jackson Tang  
Assistant Manager, Business Services

Submitted by: Chris Nepszy, P.Eng., PE  
Chief Administrative Officer

Report Number: Infrastructure Report 2019-11

Subject: Results of Request for Tender –  
Surface Treatment 2019

Number of Pages: 3

### **Recommendation(s)/Conclusion(s)**

It is recommended that:

1. Infrastructure Report 2019-11 entitled "Results of Request for Tender - Surface Treatment 2019" be received; and
2. Council award the Surface Treatment 2019 to Shepley Road Maintenance Limited in the amount of \$245,185.63 including all applicable taxes.

### **Purpose**

In accordance with the Town Procurement By-Law Number 1043, Council approval is required for purchases in excess of \$100,000. This report is to seek Council's approval to appoint a qualified contractor for the 2019 Surface Treatment Contract.

## **Background**

The Town of Essex sought Tenders from qualified tenderers for Surface Treatment 2019 including the supply and application of Surface Treatment Pavement in accordance with Ontario Provincial Specification Standards 304 for various roads.

A Request for Tender, following the guidelines as set out in the Town's Procurement By-Law Number 1043 was posted both on the Town's website and Merx, and closed on July 24, 2019 at 3:00:00 pm.

Upon closing, only one bid from Shepley Road Maintenance Limited amounting to \$245,185.63 including all applicable taxes was received. The Tender received was reviewed for arithmetic errors, completeness, legibility, specifications compliance, revisions and irregularities.

As compared with last year, the total price has increased by 7.8 percent which is considered not unreasonable due to the following reasons:-

1. The Asphalt Price has increased by 14.46 percent over the last 12 months according to the Price Index by Ontario Asphalt Pavement Council.
2. Federal Carbon Tax effective on April 01, 2019 has added 4.4 cents per litre to the price of fuel.

In addition, there were no apparent unbalanced prices in the schedule of items and prices. Shepley Road Maintenance Limited has provided the Town with the Road Surface Treatment previously, with satisfactory results.

## **Financial Impact**

The approved 2019 Capital Budget and Operating Budget for the 2019 Surface Treatment works, including spray patching is \$150,000 and \$170,000 respectively. As a result, there are sufficient funds in the approved budget to proceed with the works as detailed within this report by Shepley Road Maintenance Limited in the amount of \$245,185.63 including applicable taxes.

## **Link to Strategic Priorities**

This report is linked to the following Strategic Priorities:

- Manage the Town's infrastructure in a responsible and efficient manner.
- Manage the Town's finances and human resources in a responsible manner.

Reviewed by: Chris Nepszy, Chief Administrative Officer

Reviewed by: Jeffrey R. Morrison, Director, Corporate Services

Reviewed by: Richard Beausoleil, Manager, Capital Works & Infrastructure

Reviewed by: Norman Nussio, Manager, Operations and Drainage

Reviewed by: Heather MacDonald, Acting Manager, Finance and Business Services





## Report to Council

Department: Chief Administrative Officer (CAO)  
Date: August 6, 2019  
Prepared by: Nelson Silveira, Economic Development Officer  
Submitted by: Lori Chadwick, Director, Development Services  
Report Number: EDO 2019-06  
Subject: Essex Tourism Events Fund Applications  
Number of Pages: 3

### Recommendation(s)/Conclusion(s)

1. That, EDO report 2019-06 entitled Essex Tourism Development Fund Applications be received; and
2. That, Council approve the distribution of \$4,000.00 of funding for two Tourism Events Fund applicants.

### Reason for Report

To obtain Council approval for the funding request and a review how the applicants will use the funding provided through the Essex Tourism Events Fund.

### Background

The maximum grant payable through the Essex Tourism Events Fund for projects with an operating budget of less than \$35,000 is \$1,000.00 and the maximum payable for project budgets over \$35,000 is \$2,000.00. The maximum grant that may be made to any non-profit organization from the Tourism Events Fund is \$2,000.00.

In accordance with the Essex Tourism Events Fund Policy, administration has reviewed the applications to ensure all criteria are met. A recommendation to fund this application has been agreed to by the Chief Administrative Officer and the Director of Development Services.

## Discussion

### 1. Harrow Fair:

Proponent	Request	Project	Date of Event
Colchester South and Harrow Agricultural Society	\$2,000.00	The funding will be used to cover the costs of radio promotions and newspaper advertisements.	August 29 – September 1, 2019

### 2. McGregor Mug Run

Proponent	Request	Project	Date of Event
Epilepsy Southwestern Ontario	\$2,000.00	The funding will be used to cover the costs of advertising in Free Press, River Town, Eyes on Windsor, Blackburn Radio, Instagram and Facebook.	September 21, 2019

## Financial Impact

The Essex Tourism Events Fund has a total budget of \$30,000.00 for 2019. If approved, a total amount of \$4,000.00 of funding will be distributed to the successful applicants leaving a balance of \$21,000.00 in the fund.

## Link to Strategic Priorities

This report is linked to two Strategic Priorities:

1. Enhance economic development activities through business retention and expansion, the attraction of light industrial businesses, and downtown improvements;
2. Enhance communications and community engagement.

**Reviewed by:**

Chris Nepszy, Chief Administrative Officer, Concurs

Lori Chadwick, Director, Development Services, Concurs



## Report to Council

Department: Legal and Legislative Services  
Date: August 6, 2019  
Prepared by: Rob Auger  
Submitted by: Rob Auger, Town Solicitor/Clerk  
Report Number: Clerks Report 2019-21  
Subject: By-Laws 1790 and 1799  
Number of Pages: 12

### Recommendation(s)/Conclusion(s)

The following three recommendations are provided for Council's consideration:

1. That Clerks Report 2019-21 entitled "By-laws 1790 and 1799" be received; and
2. That Council give third reading to By-Law 1790, as amended and attached hereto as Schedule "A" to this Report; and
3. That Council give third and final reading to By-law 1799 as amended and attached hereto as Schedule "B" to this Report;

### Reason for Report

To provide: 1) A summary of By-laws 1790 and 1799 that were presented to Council and which received two readings on July 2, 2019 (**see pages 2 to 8 of this Report**) and 2) To outline recommended amendments to those proposed by-laws as a result of feedback received from both Council and the public at or since the July 2 2019 regular council meeting (**see pages 9- 12 of this Report**).

## Background

### 1) Summary of By-laws 1790 and 1799

On July 2, 2019 Council received a verbal report from Administration which provided a summary of the following two By-laws. The essence of the summary that was provided is as follows:

#### a) **By-law 1790**

##### **Being a By-law to Regulate Heavy Traffic within the Municipal Limits of the Corporation of the Town of Essex**

This is a streamlined and enhanced version that combines the essence of two current bylaws on the books:

- 1) Bylaw 809 which merely designates Class B roads and prohibits heavy travel on those identified Class B roads; and
- 2) by law 810 which merely identifies designated truck routes and states that Heavy Truck Traffic will only be allowed on those designated truck routes with all other heavy truck travel on any other roads (class B or otherwise) being prohibited and subject to fines.

What the above referenced current bylaws do not have and the reason why Administration has drafted a new proposed by-law is that both of these current by-laws lack a permitting process and an opportunity for security to be provided to the Town in order to allow for better control measures and better recourse as it relates to heavy truck traffic on our roads and damage to those roads that may occur as a result.

This is what draft By-law 1790 as proposed now has and so in essence by-law 1790 is a combined but more streamlined and enhanced version of by-laws 809 and 810.

Bylaw 1790 simply provides that Heavy Truck Traffic will only be allowed on identified Authorized Heavy Truck Routes only. Any other heavy truck traffic on any other roads including Class B roads will not be permitted unless a Special Permit has been issued and complied with together with provision of and compliance with, any financial security that may be requested by the Town as a condition of being issued the Special Permit.

Heavy Truck Traffic is defined as a vehicle having a gross weight up on an axle that is in excess of 5000 kg and this is consistent with the definition of a heavy truck used for reduced load periods under the *Ontario Highway Traffic Act*. Sections 110 and 122 of the *Ontario Highway Traffic Act* gives municipalities the authority to require permits in order to allow use of a highway in excess of weights identified or to use during certain specified reduce load periods.

With respect to a specified reduced load period it was felt that for this by law, as opposed to identifying a certain frost period or reduced load period, and the difficulties that may be inherent with that given our varying climate in this region, it was felt that the restrictions noted in this bylaw should apply during the entire calendar year in order to allow for greater control of heavy truck traffic at all times during the year within the municipal limits of the town of Essex. It was felt that the concern for regulation here wasn't so much dictated by the particular time of the year but more so the concern for regulation was felt to be dictated more by the circumstances.

Schedule A to By-law 1790 identifies those Authorized Heavy Truck Routes in which such traffic will be allowed at any time during the year without the need of a special permit or to provide Security. As you review schedule A certainly there's a recognition that this is a living and growing schedule which will need to be amended from time to time to allow for possibly other routes to be added or possibly other routes to be

removed from their designation as an authorized truck route. All other heavy truck traffic travel on Municipal roads will require a special permit to be issued or granted.

The Special Permit to be issued pursuant to this By-law will be based upon the meeting the requirements outlined in Part Four of the Bylaw including schedule B. However in order to allow for flexibility from case to case, the By-law also provides the Director of Infrastructure with the discretion to make any such Special Permit subject to such other terms and conditions as may be appropriate.

In order to have the special permit issued there is basic information that the applicant would have to provide including a written description and drawing of the proposed route details and a description of the vehicle specifying the anticipated loads. There would be a requirement if specified to give notice to certain agencies prior to commencing movement on those roads.

A key part of the requirements will be the entering into of a Road Damage Undertaking Agreement in the form and manner to be specified by the Director of Infrastructure. In particular this Agreement will require a Written Acknowledgement to be signed by the Applicant stating that the Applicant agrees that it shall be responsible for and shall indemnify the Town for any damages that may be caused to the highway by the reason of operating or moving heavy truck traffic over those roads. Further this Agreement will provide that should there be any damage caused by the Applicant (as determined by the Town acting reasonably) the applicant would be responsible for remediation in law and in conjunction with any Security that may have been provided by the Applicant (as a condition to the issuance of the Special Permit), then the town would be allowed to draw upon that Security for the purposes of making certain any required repairs and remediation to said damage.

The Agreement would further provide for, prior to the heavy truck traffic activity taking place, a survey or assessment of the road conditions by the Applicant and the Town so as to develop the baseline condition from which future damages can be assessed. During the period of Special permit Heavy Truck activity both the Applicant and the Town would have an obligation to monitor and report any damage to the municipal roads that occurs as a result of the activity and upon expiration of the period of activity the Town would have an obligation to inspect the post activity condition of the roads. if it is determined by the Town at its sole discretion acting reasonably that there has been damage to the road allowance as a result of the activity then the Special Permit Applicant agrees that it will be responsible to repair any such damage and that they will reinstate at their expense the road allowances to the baseline condition in a good and workman like manner. If the Applicant fails to reinstate the roadway or does not do so to the satisfaction of the Town then the Town would have the right to draw upon or access whatever Security was given as a condition to the issuance of the Special Permit. The Security would be held for a period of up to six months or longer after the expiration of the period of activity and it is only after that Applicant has satisfied its reinstatement obligations that the Security shall be released and returned if applicable.

This By-law also gives discretion to the Director of Infrastructure to determine the amount of reasonable security required and that's recognition of the fact that there could be varying circumstances which would dictate larger Security amounts in some instances and only minimum or no Security amounts in other instances.

A key part of any Bylaw lies with its enforcement provisions. As concerns the movement of heavy truck traffic on municipal roads, this by law of necessity would need to be enforced in cooperation with the Ontario provincial police. A draft copy of this by-law was provided to the OPP who I asked to review from an enforcement perspective. Other than relatively minor comments that were taken into consideration the OPP did not indicate any apparent enforcement issues with this bylaw as drafted.



The exemptions from the application of this current version of the by-law would be the standard exemptions for emergency vehicles, public utility vehicles, and municipal vehicles which would include contractors providing services to the Town. Finally there is a proposed increase in the number and amount of set fines. The set fines under the existing by-law 810 would remain in effect until the proposed set fines attached to By-law 1790 have been approved.

**b) By-law 1799**

**Being a By-law to Provide for the Regulation of the Placing and/or Dumping of Fill and the Alteration of Grade and/or removal of topsoil from Land in the Municipality of the Town of Essex**

This by-law is an enhancement of current by law 843 which likewise deals with Fill and alteration of Grade with respect to lands in the municipality. Proposed By-law 1799 which would repeal current By-law 843 is in many aspects identical or similar to current By-law 843.

However what proposed By-law 1799 does is to greatly enhance the permit requirements and security requirements associated with Fill and grading activities in the Town of Essex. Current By-law 843 does provide for a permitting process but it does not attach extensive requirements associated with the issuance of that permit nor does it address in adequate detail the requirements associated with providing Security for the Town to rely on when there has been a failure to carry out the requirements under the Permit or for any damages caused as a result of Fill or grading activities in the Town.

The generally authority for the municipality to regulate in this area (Fill and Grade) is derived from section 142 of the Municipal Act. Under Section 3 of proposed by-law 1799 the by-law would be administered and enforced primarily by the Towns Chief

Building Official together with the Town By –Law Enforcement Officer and the Ontario Provincial Police where and when appropriate.

Section 4 of the proposed By-law establishes the general requirement for a fill permit stating that no person shall place transport dump or remove Fill or topsoil or otherwise alter or grade lands or cause those things to occur unless a Fill Permit has been issued and remains in compliance/good standing. The requirements, terms and conditions and costs of that Fill Permit shall be as provided for in Section 4 of this by law including the additional requirements under schedule A to the By-law. Section 4 and Schedule A to the By-law is the part of the By-law in which Administration has made the majority of the proposed changes to existing By-law 843. Once again the proposed By-law has greatly enhanced the terms and conditions and requirements for a Fill Permit and the requirements for Security to be provided by those applying for a Fill Permit.

Some of the provisions under this proposed By-law include the following:

- A Fill Permit will not be issued unless the building officer is satisfied that a lot grading plan has been submitted or stamped by an engineer.
- Those original plans designed by an engineer must then be subsequently certified at the end of the work by a professional engineer.
- Any work schedules, site maps proposed road routes in conjunction with the application for a Fill permit must also be submitted and approved.
- The Officer must be satisfied prior to issuing a fill permit that any relevant control measures including storm water, dust control, traffic control noise control and vehicle travel roads are established and maintained.

- That all required yards are adequately sloped and that the maximum permitted elevations are consistent with the elevation of adjoining lands.
- That the application be accompanied by a nonrefundable application fee.
- That a written authorization be provided, signed by the owner stating that the officer will be allowed to enter the site for the purposes of inspections or performing any work necessary.
- that a qualified person provide written confirmation that the Fill material being placed or moved is not contaminated Fill material
- that if required a security deposit or such other financial security be been provided to the Town in order to secure performance of the work for which the Fill Permit is issued and to secure the estimated costs of control and other such measures including if required to secure the maintenance of the highways that are used by the trucks delivering the Fill back to a state of repair that is free from damages, dust and mud. Similar to Proposed By-law 1799, proposed By-law 1790 also has the requirement (in Schedule A) of a Road Damage Undertaking Agreement in which the Applicant agrees that it shall be responsible for and shall indemnify the Town for any damages that may be caused to municipal roads by reason of the application of this By-law.

Finally By-law 1799 proposes increased set fines from those applicable under current by-law 843.

## **2) Recommended Amendments to Proposed By-laws 1790 and 1799**

As a result of feedback received from both Council and the public at or since the July 2 2019 regular council meeting, Administration has met to review further and as a result the following are the recommended amendments to Proposed By-laws 1790 and 1799. In the respective By-laws that are attached as Schedules to this Report, the respective proposed amendments have been highlighted in Yellow for the purposes of Council's review of this Report:

### **a) By-law 1790 ,Being a By-law to Regulate Heavy Traffic Within the Municipal Limits of the Corporation of the Town of Essex:**

#### **Proposed Amendments (See attached Schedule A in Yellow Highlight):**

- i) For clarity purposes it is recommended that the By-law specify that the regulations and restrictions will only apply to municipal roads in the Town of Essex and not County or Provincial roads which would have their own regulations and restrictions. Accordingly Part 1 and Part 3 of the By-law has been amended accordingly.
- ii) Concerns were raised at the July 2, 2019 Council meeting that this By-law would or could unduly capture Heavy Truck usage for certain smaller or other residential purposes such as smaller residential deliveries of supplies or services (i.e. a delivery of 1-6 cubic yards of mulch for private residential uses). As a result the proposed By-law has proposed amendments (see subsections (d)-(f) in Part 8 of the By-law) to provide for an exemption so as to allow Heavy Vehicle usage for such scenarios without the need to obtain a Special Permit for driving on non-authorized routes. With respect to providing an exemption for actual construction activities on a property, residential or otherwise, that could be dealt with via the Building Permit process whereby as part of that process either an additional Special Permit would need to be

issued for those expected Heavy Traffic Vehicle operations or an exemption could be granted by the Director who is otherwise satisfied acting reasonably.

- iii) Recommendation from Administration to add Hanlan Road from Victoria to Fairview as an Authorized Heavy Truck Route is a proposed amendment to Schedule “A” of the By-law.
- iv) The By-law in Part 8 already provides that that the Director of Infrastructure has the discretion under the By-law to provide exemptions for certain vehicles from the normal application of the By-law. However it is recommended that the proposed by-law be amended or clarified further such that it is clear that the Director can allow, either on an indefinite basis or on a case by case basis, certain Heavy Traffic Vehicles belonging to a particular business or commercial operation to otherwise travel on roads that are not Authorized Heavy Truck Routes without the necessity of a Special Permit.  
For example Sinasac Street West from Queen St/County Road 11 is not currently an Authorized Heavy Truck Route under the By-law. Further it is not currently recommended that this route become an outright Authorized Heavy Truck Route under the By-law. Notwithstanding this, there is or may be a commercial place of business in the local vicinity that is of such a size such that it may reasonably need to rely on that portion of Sinasac West for the purposes of their business. As opposed to opening that part of the road up and making it an Authorized Heavy Truck Route for any and all Heavy Traffic Vehicle users, the Director of Infrastructure would have the authority to grant an limited exemption such that only that particular user (s) would be able to use that otherwise non-authorized route without a Special Permit. Another similar example of where the Director of Infrastructure may want to

consider the use of a limited exemption for similar reasons (as opposed to outright designation as an Authorized Heavy Truck Route) might be 3<sup>rd</sup> concession east of Queen Street/County Road 11.

As a result the By-law in subsection (d) of Part 8 now has a proposed amendment to provide this clarity.

- v) The Current by-law does not currently contain an exemption for or make clear that the intent is not to regulate Heavy Vehicle use related to agricultural purposes in the rural areas of the Municipality. Use of Heavy Vehicles for agricultural purposes in the urban areas of the Municipality would still otherwise be subject to the requirements of this By-law. As a result it is recommended that the By-law be amended such that it is made clear that Heavy Vehicle use for agricultural purposes in the rural areas of the Municipality will be permitted. Accordingly the By-law in Part 8 Subsection (h) has been amended to provide this clarity.

Finally as part of the implementation strategy for this By-law the Town will conduct a review of all signage in order to give proper signage and notice relating to the provisions of this By-law.

**b) By-law 1799, Being a By-law to Provide for the Regulation of the Placing and/or Dumping of Fill and the Alteration of Grade and/or removal of topsoil from Land in the Municipality of the Town of Essex**

**Proposed Amendments (See attached Schedule B in Yellow Highlight):**

- i) It was noted as part of feedback received, that it did not appear that this By-law provided an exemption for agricultural uses. However that is not accurate as the By-law as currently drafted in Section 5 already makes reference to the exemptions specified in Section 142 of the *Municipal Act* which statutory exemptions include an exception for normal agricultural practice. However in

order to clarify further for the public all of the statutory exemptions from the requirements of a Fill Permit, it is proposed that the listed exemptions from Section 142 of the *Municipal Act* be specifically listed in the body of the proposed by-law. As a result Section 5 of the proposed By-law has been amended accordingly (see Section 5.1.1 (a) to (h)) ;

- ii) Feedback received also related to concerns that the requirement of taking out a Fill Permit pursuant to the requirements of this By-law would capture smaller residential activities that should not otherwise be subject or caught under the current by-law as drafted. As a result Section 5 of the proposed by-law has been amended to provide for further exemptions to allow for smaller, incidental residential activities (see 5.1 (i) to (j)).
- (iii) Administration has made the recommendation that the beginning threshold for the Fill Permit Application Fee and Minimum Security Deposit (as identified in Schedule "A" Part B) start at applications of 1,000 cubic meters or less as opposed to 2,000 cubic meters or less as currently stated in the By-law. As a result please see the proposed change to Schedule "A" Part B of the By-law.

## **Link to Strategic Priorities**

This report meets the strategic goal of enhancing the visibility and transparency of Council to the community.

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

Reviewed by: Chris Nepszy, Chief Administrative Officer, Concur

**The Corporation of the Town Of Essex**

**By-Law #1790**

**Being a By-Law To  
Regulate Heavy Traffic**

**Within The Municipal Limits Of The  
Corporation of the Town Of Essex**

WHEREAS Section 11 (3)(1) of the Municipal Act, 2001, and amendments thereto, provides that a lower-tier municipality may pass by-laws, subject to the rules set out in subsection (4), respecting matters within spheres of jurisdiction respecting highways, including parking and traffic on highways;

AND WHEREAS, Section 27(1) of the Municipal Act 2001, and amendments thereto provides that except as otherwise provided in this Act, a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

AND WHEREAS Section 110 (1) of the Act provides that a Municipality may grant a permit for the use of a Highway it has jurisdiction over by a vehicle or combination of vehicles in excess of the weight limits set out in Part VIII of the Act

AND WHEREAS Section 122 (1) of the Highway Traffic Act, R.S.O 1990, Chapter H.8 and regulations thereto, as amended (the "Act") provides that during a reduced load period no commercial motor vehicle or trailer, other than a public vehicle or a vehicle referred to in subsection (2), shall be operated or drawn upon any designated highway where the weight upon an axle exceeds 5,000 kilograms;

AND WHEREAS Section 122 (7) of the Act, provides that a municipal corporation having jurisdiction over a highway may by by-law designate reduced load restrictions and the highway (s) or portion thereof under its jurisdiction to which the designation applies;

AND WHEREAS the Council of the Corporation of the Town of Essex deems it expedient to prohibit heavy traffic on certain highways;

Now Therefore The Council Of The Corporation Of The Town Of Essex Enacts As Follows:

**Part 1 –DEFINITIONS**

For the purpose of this By-Law:

- a) **Applicant:** shall mean those persons (including corporations) who are applying for a Special Permit for Heavy Traffic use on any municipally owned highways not designated in Schedule "A" to this By-law.



- b) **Heavy Traffic** means the use of a highway by a vehicle, object or contrivance for moving loads, having a gross weight upon an axle, including the vehicle, object or contrivance and load that is in excess of 5,000 kilograms.
- c) **Highway(s) or Municipally Owned Highway is** a common and public highway, street, avenue, parkway, driveway, square, place, viaduct or trestle, designated and intended for or used by, the general public for the passage of vehicles **which is owned by and assumed by the Corporation of the Town of Essex and does not include any highway owned by or assumed by the County of Essex or the Province of Ontario.**
- d) **Town** shall mean the Corporation of the Town of Essex.
- e) **Authorized Heavy Truck Routes** includes those highways listed in Schedule “A” attached hereto.
- f) **Vehicle** includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power.
- g) **Person** includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.
- h) **Provincial Offences Officer** means the Ontario Provincial Police or an individual appointed by by-law or other agencies designated by the Council of the Town of Essex who are responsible for the enforcement of this by-law.
- i) **Director of Infrastructure or Director** means the Director of Infrastructure for the Town of Essex or authorized designate (s) thereof.

## **PART 2-Designations:**

1. When suitable signs have been erected and are on display, the Highways listed and displayed in Schedule “A” attached hereto and forming part of this By-Law shall be designated as “**Authorized Heavy Truck Routes**” within the municipal limits of the Corporation of the Town of Essex.

## **PART 3-General Prohibitions:**

1. Subject to Part 3 Section 2 below, no person shall otherwise operate or cause to be operated a heavy traffic vehicle or combination of heavy traffic vehicles on any Municipally Owned Highways (including those designated as Class “B” highways ) except on those designated as “Authorized Heavy Truck Routes” pursuant to Schedule “A” of this By-law. **For greater certainty this By-law does not have application to any highways owned or assumed by the County of Essex or the Province of Ontario.**
2. No person shall operate or cause to be operated a heavy traffic vehicle or combination of heavy traffic vehicles on any other municipally owned highways

not designated in Schedule “A” to this By-law, unless and until a **Special Permit** has been granted and remains in good standing subject to the provisions of this By-law.

3. Notwithstanding any other provisions of this by-law, no sign or other indication need to be placed on a highway which is not an Authorized Heavy Truck Route pursuant to Schedule “A” of this by-law, to indicate or to warn parties using the highway that a heavy truck vehicle or combination of heavy truck vehicles on said highway are not permitted unless a Special Permit has been granted and remains in good standing subject to the provisions of this By-law. .
4. The provisions of this By-law shall apply within the municipal limits of the Corporation of the Town of Essex from January 1<sup>st</sup> to December 31<sup>st</sup> in each year.
5. For the purposes of this by-law a heavy traffic vehicle shall mean any vehicle, object or contrivance for moving loads, having a gross weight upon an axle , including the vehicle, object or contrivance and load, that is in excess of (five) 5,000 kilograms.
6. Notwithstanding subsection 2 of this Part 3, the requirement of a Special Permit relating to heavy traffic vehicles on municipally owned highways not designated in Schedule A shall be waived if a Fill Permit has already been issued and remains in good standing pursuant to the provisions of Town of Essex By-Law 1799 (as may be amended from time to time), being a By-law to provide for the regulation of the placing or dumping of Fill, alternation of the grade of, removal of topsoil from land in the municipality.

#### **PART 4-Special Permit Requirements:**

1. No person shall operate or cause to be operated a heavy traffic vehicle or combination of heavy traffic vehicles on any municipally owned highways not designated in Schedule “A” to this By-law, unless and until a Special Permit has been granted under this part by the Director of Infrastructure and said Special Permit has not expired in accordance with the terms and conditions of its issuance.
2. Any person seeking a Special Permit pursuant to this Part shall apply to the Director of Infrastructure by way of application in the form and manner required by the Director of Infrastructure and as amended from time to time. The Special Permit requirements shall include the specified requirements of Part 4 of this By-law and the additional Special Permit requirements specified in Schedule B to this By-law.

3. Any person seeking a Special Permit pursuant to this Part shall apply a minimum of three (3) working days and no more than Five (5) working days prior to commencing the heavy traffic movement for which the Special Permit is being applied (hereinafter the "event").
4. Notwithstanding anything in this by-law, the Director of Infrastructure may at his or her sole discretion grant or refuse to grant any Special Permit applied for on an event by event basis and shall make the issuance of any such Special Permit subject to such terms and conditions as the Director of Infrastructure may designate as being appropriate on an event by event basis. Any breach by the Applicant of any of the terms and conditions of the issued Special Permit shall render the Special permit null and void ;
5. Every person seeking a Special Permit under this part shall provide a written description and drawing of the proposed route of travel to the Director of Infrastructure as part of the application and upon request, shall provide a scale drawing of the vehicle illustrating the number of, and dimensions between each axle, and specifying the loading on each axle.
6. Every person issued a Special Permit under this part, shall, forty-eight (48) hours before commencing movement for which the Special Permit has been issued, give notice in the manner required to the departments, companies, agencies and utility companies as may set out in the Special Permit, indicating the route to be traveled and the time of commencement of such the movement.
7. In all instances, the application for a Special Permit described in this By-law shall be accompanied by:
  - a) The name and address of the Applicant
  - b) The date and period of time for which the Special Permit is sought.
  - c) The names of the roads affected by the proposed route of travel.
  - d) Payment of the applicable fee (s) for the Special Permit, and any other fees or charges that may be as set out in Schedule "B" to this By-law which schedule may be amended from time to time;
  - e) A road damage undertaking agreement in the form and manner deemed appropriate by the Director of Infrastructure and duly signed by the Applicant providing that if a Special Permit is granted the Applicant acknowledges and agrees that it shall be responsible and/or it shall indemnify the Town for any and all damages that may be caused to the Highway(s) by reason of the driving operating or moving of any such Heavy Traffic Vehicle pursuant to the provisions of this by-law.
  - f) If required by the Director of Infrastructure as a condition of the granting of a Special Permit, a deposit or such other financial

security or deposit (the "Security"), in an amount determined as appropriate by the Director of Infrastructure but to be based upon a reasonable estimate of the cost which may be incurred to reinstate the highway and for other services provided by the Town in connection with the remediation of any and all damages that may be caused to the Highway(s) by reason of the driving, operating or moving of any such Heavy Traffic Vehicle pursuant to the provisions of this by-law. The Security shall further be provided in accordance with the requirements of Schedule B to this by-law.; and

- g) Proof of appropriate liability Coverage or public liability and property damage insurance of not less than \$2,000,000 for bodily injury including death, personal injury and property damage arising from any one accident or occurrence or such other higher amounts or coverage as may be requested, for the entire duration of the Special Permit.

## 9        Application Fees

All applications for a Special Permit shall be accompanied by a non-refundable application fee payable in the amount set out in Schedule "B" to this By-law which schedule may be amended from time to time, said Application fees to be charged on an event by event basis.

### **PART 5-Severability:**

1. If any section, clause, or provision of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that if any section, clause, or provision of this By-law is declared invalid, that all the remaining sections, clauses, or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

### **PART 6-Penalty:**

#### 1. Penalty

Every person who contravenes any of the provisions of this by-law is guilty of an offence and shall, upon conviction thereof, be liable to a fine as set out under the *Provincial Offences Act*, R.S.O. 1990, and Chapter P.33 and as further described in Schedule C attached hereto as may be duly amended from time to time.

2. Upon a conviction being entered for any offence under this by-law, the Court may, in addition to any other remedy or penalty imposed, make an Order prohibiting the continuation or repetition of the offence by the person convicted.

## **PART 7-Administration and Enforcement:**

The provisions of this by-law shall be administered by the Town of Essex officials as may be designated from time to time including its By-law enforcement officials.

The provisions of this By-law shall be enforced by the Ontario Provincial Police or such other persons who may be designated as a Provincial Offences Officer for the purposes of this by-law.

## **PART 8-Exemptions:**

1. This by-law does not apply to:

a) Ambulances, Fire and Police vehicles, hearses, and buses which are designed for carrying ten or more passengers and used for the transportation of persons;

b) Public utility emergency vehicles;

c) Municipal vehicles and vehicles owned by firms providing contractual service to The Corporation of the Town of Essex such as garbage and recycle collection vehicles and such other vehicles as approved in writing from time to time by the Director of Infrastructure.

d) Limited exemptions granted in writing by the Director of Infrastructure (acting at his or her sole discretion) which Limited exemption shall provide that the Heavy Traffic Vehicle movements of a specified business or commercial operation on a road(s) that is not an Authorized Heavy Truck Route shall be permissible subject to any such terms and conditions that may be specified in that written limited exemption

e) Recreational Vehicles, meaning a motor vehicle designed, constructed, modified or equipped as a temporary dwelling place, living abode or sleeping place;

f) The operation of a Heavy Traffic Vehicle for the purpose of making a delivery or supplying a service to or at a residential premise or location that is not on an Authorized Heavy Truck Route for a purpose or relating to a purpose for which a building permit is not required to be issued, or for the purpose of removing merchandise or material from any residential premise or location that is not on an Authorized Heavy Truck Route, provided such Heavy Traffic Vehicle movement is made on the roadways which form the most direct and accessible connection from or between an Authorized Heavy Truck Route and a delivery point, service point, or the collection point for merchandise or material, as the case may be, and then shall also use such roadways when returning to the Authorized Heavy Truck Route. When the operation of a Heavy Traffic Vehicle pursuant to this exemption involves multiple or a series of Heavy Traffic Vehicle movements for the same or similar purposes for which this exemption is being relied

upon, then in such cases the Town reserves the right at its sole and final discretion to review such Heavy Traffic Vehicle movements and make a binding determination as to if this exemption can be relied upon.

g) A Heavy Traffic Vehicle that is housed at a location off of an Authorized Heavy Truck Route, such Vehicle may be operated to and from the place where it is housed, and in so doing, shall drive it on a roadway forming the most direct accessible connection between the location where the Vehicle is housed and an Authorized Heavy Truck Route.

h) The operation of a Heavy Traffic Vehicle on a road that is not designated as an Authorized Heavy Truck Route but is located in an area identified as Rural in Schedule "A" to this By-law but only when such operation is part of or incidental to the operation of a normal agricultural practice. Notwithstanding this exemption the Director of Infrastructure (acting reasonably), reserves the right to make a determination as to whether any given Heavy Traffic Vehicle movement(s) or operation(s) is part of or incidental to the operation of a normal agricultural practice.

**PART 9-General:**

- 1. That By-law 810 and all amendments thereto are hereby repealed as of the first date that the set-fines as described in Schedule C ( as maybe duly amended from time to time) to this By-law 1790 have been duly approved pursuant to the *Provincial Offences Act*, R.S.O. 1990, and Chapter P.33.
- 2. That this by-law shall come into force and take effect on the date of final passing.

**Read a first and a second time and provisionally adopted on July 2, 2019.**

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

**Read a third time and finally passed on August 6, 2019.**

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

Schedule “A”

Authorized Truck Routes and Maps

Street Listing	From	To
Victoria Avenue	Talbot Street North	Highway # 3
South Talbot Road	Victoria Avenue	Michael Drive
Fairview Avenue	Michael Drive	County Road # 23
Arthur Avenue	County Road # 8	Talbot Street South
Gordon Street	Talbot Street North	Arthur Avenue
Wilson Street	Talbot Street North	Arthur Avenue
Allen Avenue	County Road # 8	Bell Street
Bell Street	Allen Avenue	Forest Avenue
Forest Avenue	Thomas Street	Bell Street
Thomas Street	Victoria Avenue	Forest Avenue
Loricon Court	Roseborough Road	Dead End of Loricon Court
Irwin Avenue	Fairview Avenue	Gosfield Avenue
3 <sup>rd</sup> Concession Road	Roseborough Road	County Road 11
Sinasac Street	County Road 11 (Queen St.)	Easterly Limit of Sinasac St. E (Northbound travel on Sinasac not authorized)
Erie Street	King Street	Clark Street
Clark Street	Erie Street	Roseborough Road
Roseborough Road	King Street	3 <sup>rd</sup> Concession Road
Delta Street	Queen Street	Westerly Limit
Colio Drive	Queen Street	Easterly Limit
McAffee Street	King Street	Southerly Limit
South Talbot Road	County Road #8	Dead End of South Talbot
Hanlan Road	Victoria	Fairview

# Essex Urban Centre

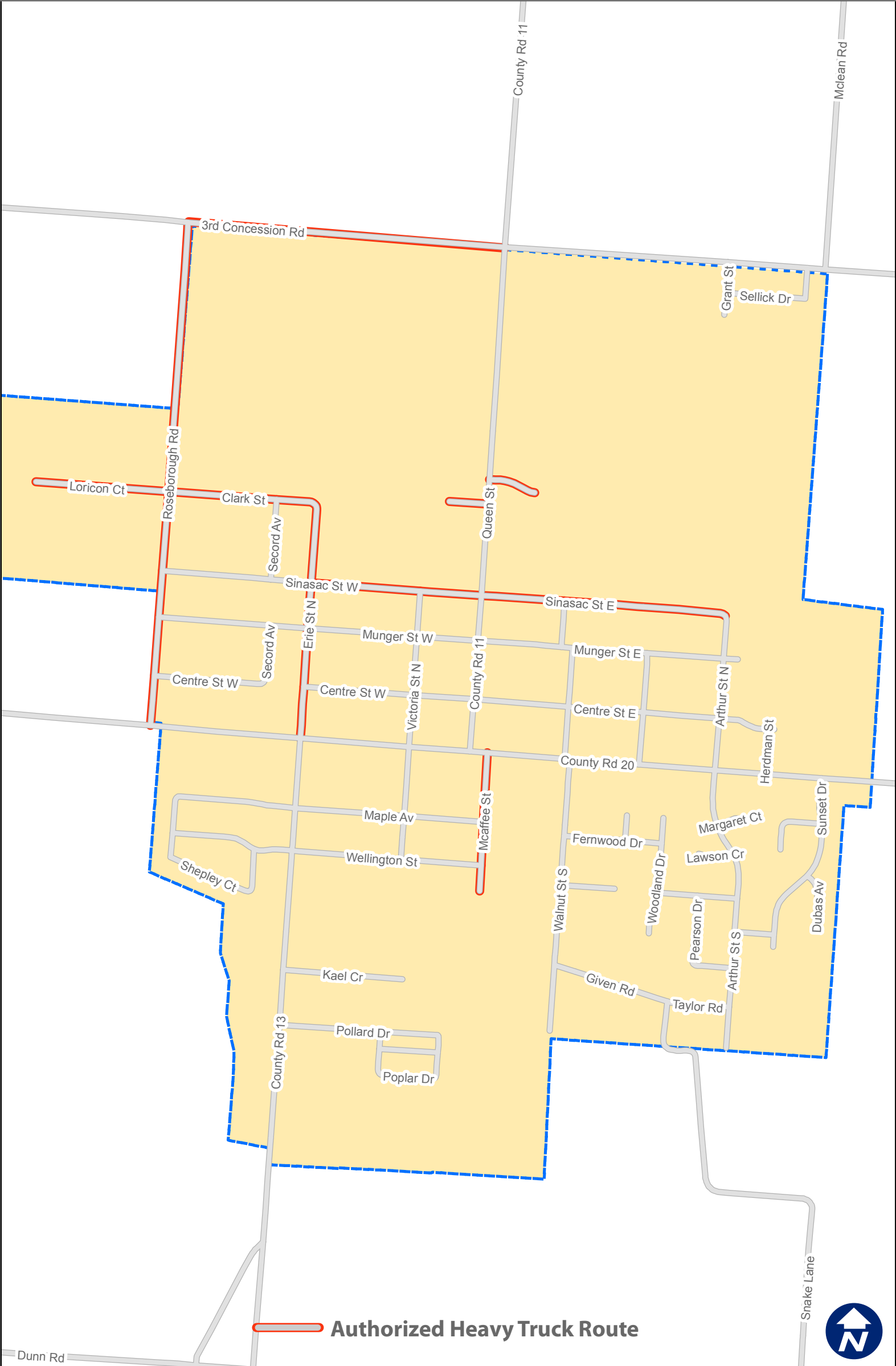
## Authorized Heavy Truck Routes





# Harrow Urban Centre

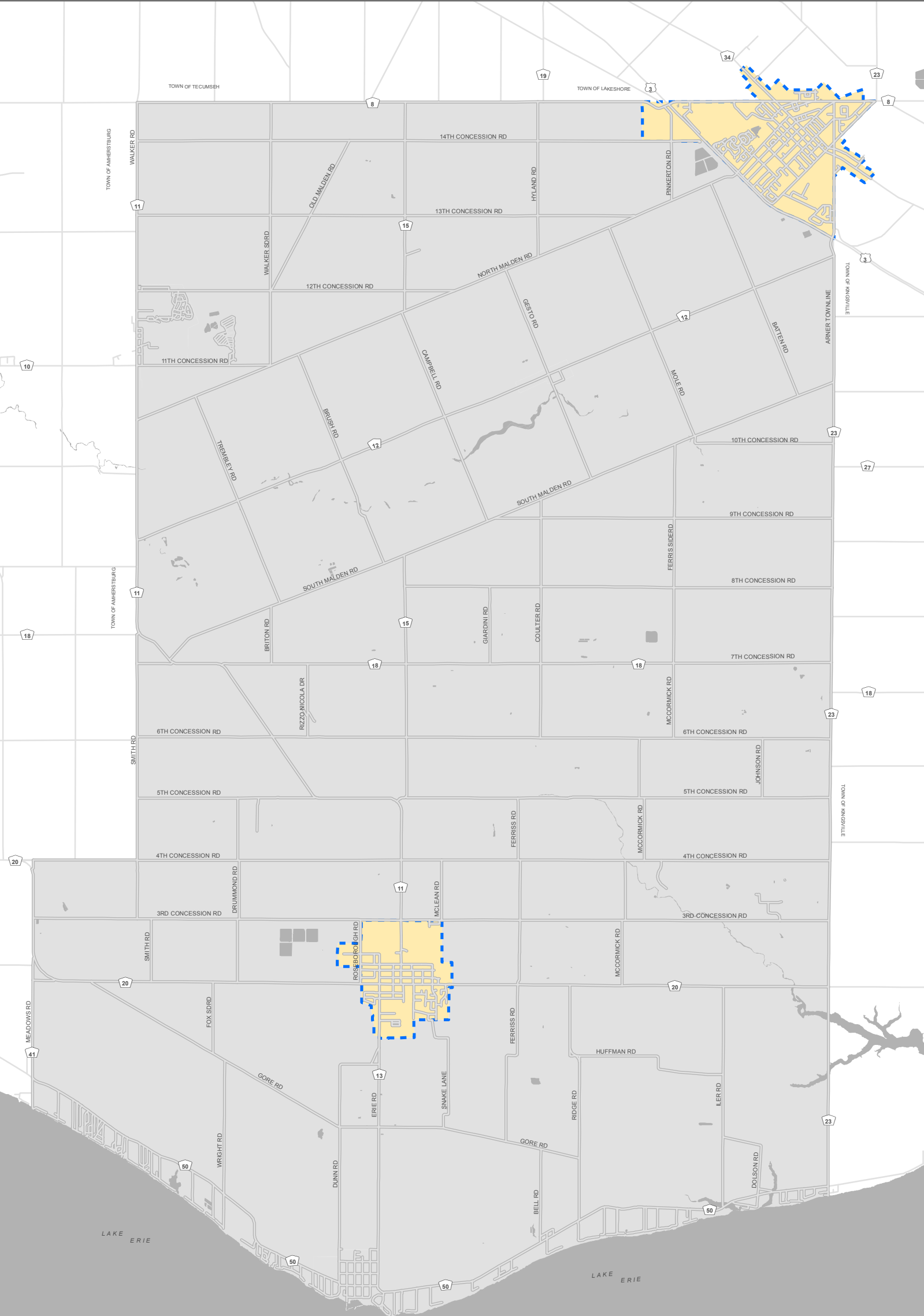
## Authorized Heavy Truck Routes



# Urban / Rural Areas

## Bylaw #1790

 Urban Zone  
 Rural Zone



# **The Corporation of the Town of Essex**

## **By-Law Number 1799**

### **Being a By-Law to Provide for the Regulation of the Placing and/or Dumping of Fill and the Alteration of Grade and/or removal of topsoil from Land in the Municipality of the Town of Essex**

**Whereas**, Section 142(2) of the Municipal Act, R.S.O. 2001 and amendments thereto, provides that a local municipality may:

- (a) prohibit or regulate the placing or dumping of fill;
- (b) prohibit or regulate the removal of topsoil;
- (c) prohibit or regulate the alteration of the grade of the land;
- (d) require that a Fill Permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land; and
- (e) impose conditions to the issuance of a Fill Permit, including requiring the provision of satisfactory financial security and requiring the preparation of plans acceptable to the municipality relating to the grading, filling or dumping, the removal of topsoil and the rehabilitation of the site

**And whereas**, the Council of the Corporation of the Town of Essex considers it desirable to pass such a By-Law;

**Now therefore** be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

#### **Section 1-Definitions:**

In this By-Law:

- a) "Act" shall mean the Provincial Offences Act, R.S.O. 1990 Chapter P.33
- b) "Crown of the road" means the high portion of a road cross-section, generally associated with the centerline of the road.
- c) "Director" shall mean the Director of Infrastructure Services for the Corporation of the Town of Essex.
- d) "Dumping" means the placing of any fill material on any lands.
- e) "Existing grade" means the naturally occurring grade.
- f) "Fill" means any type of material transported, deposited or placed on land and/or removed from land and includes but is not limited to soil, earth, topsoil, stone, aggregate, asphalt, sod, turf or any combination thereof.
- g) "Filling" means the changing of the existing grade through the addition of fill material.
- h) "Grading" means any altering of the existing grade.
- i) "Officer" means the Chief Building Official, the Ontario Provincial Police and any person designated by by-law of the Corporation of the Town of Essex to issue permits and impose conditions under this by-law or to otherwise enforce this by-law.
- j) "Owner" means the person whose name appears on the latest revised assessment role or such person's authorized agent.

- k) "Professional Engineer" means an engineer licensed by the Association of Professional Engineers of Ontario.
- l) "Town" means the Corporation of the Town of Essex.

## **Section 2-General**

- 2.1 This By-Law may be referred to as the "Grading By-Law", "Fill By-Law", "Dumping By-Law", or the "Topsoil By-Law".
- 2.2 The provisions of the By-Law shall apply to all lands within the boundaries of the Town as are now or hereafter legally constituted.
- 2.3 Nothing in this By-Law shall serve to relieve any person from the obligation to comply with all other applicable laws.
- 2.4 The provisions of this By-Law shall not apply to the placing or dumping of fill, the grading of, or the removal of topsoil from land lawfully conducted prior to the final passing of the By-Law.
- 2.5 The Town may by agreement permit the placing of fill, the grading of, or the removal of topsoil from land that does not otherwise comply with the provisions of this By-Law.
- 2.6 If any court of competent jurisdiction finds any portion of this By-Law is invalid or is ultra vires of the jurisdiction of the Town, such provision shall be deemed to be severable and shall not invalidate any of the other provisions of this By-Law.
- 2.7 This By-Law shall come into full force and effect upon the passage thereof.
- 2.8 All schedules affixed to this By-Law are included and form part of this By-Law by reference thereto.
- 2.9 English measurements, provided in brackets, are shown of convenience only and do not form part of this By-Law.

## **Section 3-Administration and Enforcement**

- 3.1 The provisions of this By-Law shall be administered by the Town's Chief Building Official (hereinafter "Officer"). The duly appointed Chief Building Official and the Chief Building Official's designates including the Town By-law Enforcement Officer are hereby designated as Officer (s) for the purposes of this By-Law. The Officer (s) together with the Ontario Provincial Police and such other person or persons that may be designated by Council, shall enforce the provisions of this By-Law.
- 3.2 Every person who contravenes any provision of this By-Law, a condition to a issued Fill Permit or an order issued pursuant to this By-Law is guilty of an offence and upon conviction is liable to a fine in the maximum amount provided for by the Act.
- 3.3 Notwithstanding the provisions of Section 3.2, every person who contravenes any provision of this By-Law is guilty of an offence and can, at the option of the Town be prosecuted pursuant to the provisions of Part 1 of the Act, and upon conviction thereof is liable to a set fine as determined in accordance with the procedure

delineated in the Act and Regulations passed there under and as further described in Schedule B to this By-law as may be duly amended from time to time.

- 3.4 An Officer may at any reasonable time, enter and inspect any lands for the purpose of determining compliance with any provision of this By-Law, including compliance with a Fill Permit issued pursuant to this By-Law or an order issued pursuant to this By-Law.
- 3.5 An Officer may at any reasonable time, enter lands to do work required by an order issued pursuant to this By-Law provided the service requirements of Section 3.12 and 3.13 have been complied with.
- 3.6 Any dumping or placing of fill carried out contrary to this By-Law or the Fill Permit issued pursuant to this By-Law shall be removed and the site restored to its original condition by the person who dumped or placed it or caused or permitted it to be dumped or placed.
- 3.7 Where the grade of the land has been altered contrary to this By-Law or a Fill Permit issued pursuant to this By-Law, the grade of the land shall be restored to its original condition by the person who altered it or caused or permitted it to be altered.
- 3.8 For the purpose of enforcing the requirements of subsections 3.6 and 3.7 the Town shall further have recourse to the Owner of the land in accordance with the powers set out in the Act.
- 3.9 Where topsoil has been removed contrary to the provisions of this By-Law or a Fill Permit issued pursuant to this By-Law, the land shall be rehabilitated.
- 3.10 Stop Work Order- If an Officer is satisfied that there is a contravention of this By-Law, an Officer may revoke the Fill Permit and may make an order requiring the owner of the land or the person who caused or permitted the placing or dumping of fill, removal of topsoil or alteration of the grade of land in contravention of this By-Law to discontinue the activity and the order shall set out:
- a) the municipal address or the legal description of the land; and
  - b) reasonable particulars of the contravention and the period within which there must be compliance.
- 3.11 Work Order- If an Officer is satisfied that that a contravention of this By-Law has occurred the Officer may make an order requiring work to be done to correct the contravention and the order shall set out:
- a) the municipal address or the legal description of the land; and
  - b) reasonable particulars of the contravention and the period within which there must be compliance; and
  - c) a notice stating that if the work is not done in compliance with the order within the period it specifies, the Town may have the work done at the expense of the owner.
- 3.12 An order issued pursuant to this By-Law shall be served personally or by prepaid registered mail sent to the last known address of the owner of the land.

- 3.13 If an Officer is unable to effect service on the owner under subsection 3.12, the Officer may place a placard containing the terms of the order in a conspicuous place on the land.
- 3.14 If the owner fails to do the work or things required by the order within the period it specifies, the Town, in addition to all other remedies it may have, may do the work or thing and for this purpose may enter on the lands with its employees and agents.
- 3.15 Costs incurred by the Town under subsection 3.14 shall be recovered from the Security provided under this By-law and/or in like manner and with the same priority as Municipal Taxes.
- 3.16 No person shall obstruct an Officer in the performance of his/her duties or a person carrying out work in accordance with this By-law.

#### **Section 4-Prohibitions and Requirements for a Fill Permit**

- 4.1 No person shall place, transport, dump or remove fill and/or topsoil from or otherwise alter or grade lands or cause the same to occur within the Town unless a Fill Permit has been issued authorizing the said placing, transport, dumping, removal or grading thereof. The requirements, terms and conditions and costs of the Fill Permit shall be as provided for in this by-law which includes Schedule "A" hereto.
- 4.2 No person shall change the grade elevations of lands as designated by a professional engineer without the issuance of a Fill Permit.
- 4.3 An Officer shall issue a Fill Permit upon the Owner or the Owner's authorized agent having filed a completed application in the form and manner as established by the Director and upon the following conditions being satisfied and maintained (where applicable) by the Owner as determined by the Officer :
- a) That a satisfactory lot-grading plan submitted or stamped by an engineer has been received showing the extent of the works, the maximum elevation of the raised lands and the measures proposed to control storm-water run-off. Changes to the elevations of lands as originally designed by a professional engineer must be subsequently certified by a professional engineer.
  - b) That a work schedule and a site map identifying the location, boundaries and number of hectares in the site and the nearest major intersection has been provided with the application for a Fill Permit.

- c) That storm water control measures including swales, tile drains and, or retaining walls are adequate to prevent the run-off of storm-water to adjacent lands.
- d) That at the property lines, the maximum permitted elevation shall be consistent with the elevation of adjoining lands. Further, the maximum permitted elevation shall not exceed one metre (39 inches) above the crown of the road.
- e) That all required yards are adequately sloped from the existing grade at the property line. The maximum slope of all required yards shall be eight centimetres per metre (1 inch per foot).
- f) Where it can be demonstrated that the requirements of d) and e) above cannot be met, an Officer, at the Officer's sole discretion, may waive the requirements as long as the waiving of these requirements does not create an adverse impact on adjoining lands.
- g) That the minimum elevation conforms to the requirements of the Essex Region Conservation Authority, where applicable. That where a minimum elevation has not been established by the Essex Region Conservation Authority, the minimum elevation shall be established to the satisfaction of the Officer having regard to the elevation of the road, the elevation of abutting lands and the potential for flooding.
- h) That the topsoil or fill being removed is being used to restore the lands for which the Fill Permit is being issued unless it can be shown to the satisfaction of the Officer that the topsoil is not needed to restore the lands in which case the topsoil may be permitted to be removed from the land.
- i) That satisfactory dust control, traffic control, noise control, hours of operation and vehicle travel routes are established and maintained for all equipment involved in the dumping, filling or grading operation.
- j) That the application for a Fill Permit is accompanied by a non-refundable application fee payable in the amount and manner to be prescribed by Schedule A, as may be amended from time to time, said Application fees to be charged on an event by event basis.
- k) That a Written Authorization, signed by the Owner, stating that the Officer will be allowed to enter the site for the purpose of inspecting for compliance with this by-law or for performing any work necessary to bring the site into conformance with this by-law has been received.
- l) That a Written confirmation from a qualified person stating that the fill or material being placed or removed is not contaminated fill or material, has been received.

m) That if required (pursuant to the sole discretion of the Officer), a Security Deposit or such other satisfactory financial security has been provided to the Town (the "Security") in order to secure performance of the work for which the Fill Permit is to be issued and to secure the estimated cost of site control and other such measures that may be necessary pursuant to this by-law including if required to secure the maintenance of the highways that are used by the trucks delivering the fill to a state of repair that is free from damages, dust and/or mud. The Security may be drawn upon by the Town at its sole discretion to remedy any deficiency in work performed and/or remediate any damages resulting under the issued Fill Permit as determined by the Town at its sole discretion. If required the Security shall be provided in accordance with the requirements of Schedule A to this by-law; and

n) That all other information as may be required has been received and that the additional requirements for issuing a Fill Permit pursuant to Schedule A of this by-law have been satisfied, all as determined by the Officer at the Officer's sole discretion.

4.4 No person shall alter a private drain without the issuance of a Fill Permit. In addition to the other requirements of this By-law , a Fill Permit to alter a private drain shall not be issued until it can be shown that:

- a) the drain is no longer required; or
- b) that alternative drainage measures will be constructed to satisfactorily maintain the existing drainage scheme.
- c) No person shall fill, dump on, remove topsoil from, alter a private drain or grade lands contrary to the conditions of a Fill Permit or contrary to the plans, specifications or drawings upon which the Fill Permit was issued.

4.5 A Fill Permit issued in accordance with subsections 4.3 and 4.4 may impose any other conditions that are in the opinion of the Officer required to fulfill the requirements of this By-Law.

4.6 In addition to any other requirements of this By-Law, rear-yard drainage shall be provided as a condition to the issuance of a Fill Permit on any lands zoned "Residential" in the Town's Zoning By-Law.

4.7 The requirement of subsection 4.6 may be waived, at the sole discretion of an Officer, where an adequate storm sewer outlet cannot be obtained.



4.8 The provisions of this by-law and the issuance of a Fill Permit by the Officer shall not affect the obligations of the Owner to comply with all other restrictions governing the work imposed under law by any authority having jurisdiction thereof.

## Section 5-Exemptions

5.1 Pursuant to the exemptions, exceptions and exclusions specified in Section 142 (5) to Section 142 (7) inclusive of the *Municipal Act*, 2001, This By-law does not apply to,

- (a) Activities or matters undertaken by a municipality or a local board of a municipality;
- (b) the placing or dumping of fill, removal of topsoil or alteration of the grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51 or 53, respectively, of the *Planning Act* or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
- (c) the placing or dumping of fill, removal of topsoil or alteration of the grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under that regulation;
- (d) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act*, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
- (e) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken on land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*;
- (f) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
  - (i) that has not been designated under the *Aggregate Resources Act* or a predecessor of that Act, and
  - (ii) on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*; or

- (g) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken as an incidental part of drain construction under the *Drainage Act* or the *Tile Drainage Act*.
- (h) the removal of topsoil as an incidental part of a normal agricultural practice including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products unless the removal of topsoil is for the purposes of the sale, exchange or other disposition of the removed topsoil itself.
- (i) Land disturbance associated with minor gardening and landscaping incidental to residential uses. Notwithstanding this exemption the Director (acting reasonably), reserves the right to make a determination as to whether any given land disturbance associated with minor gardening or landscaping incidental to residential shall be permissible as an exemption under this By-law.
- (j) The removal of topsoil or placing of fill where the aggregate quantity of such removal or placement on any one lot does not exceed twenty (2) cubic meters in any period of three (3) consecutive months.

5.2 The requirements of Section 4 of this By-law may further be waived in writing, at the sole discretion of the Director.

**Section 6-General**

- 6.1 That By-Law 843 and all amendments thereto are hereby repealed as of the first date that Set-Fines for this By-law 1799 have been duly approved pursuant to the *Provincial Offences Act*, R.S.O. 1990, and Chapter P.33 and as further described in Schedule B (as may be duly amended from time to time) to this By-law.
- 6.2 That this by-law shall come into force and take effect on the date of final passing.

**Read a first and a second time and provisionally adopted on July 2, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally passed on August 6, 2019.**

---

Mayor

---

Clerk

## **Schedule "A" to By-law 1799**

### **A. Fill Permit Additional Requirements:**

1. Any person seeking a Fill Permit pursuant to this Part shall apply to the Chief Building Official ("Officer") in the form and manner required as may be amended from time to time.
2. No person shall transport or cause the transportation of topsoil or related material on any municipally owned highways unless and until a Fill Permit or an exemption thereof has been granted under this part by the Officer .
3. Any person seeking a Fill Permit pursuant to this Part shall apply a minimum of ten (10) working days prior to commencing the work and/or of topsoil or materials related to the Fill Permit being applied for (hereinafter the "event").
4. Notwithstanding anything in this by-law, the Officer may grant or refuse to grant any Fill Permit applied for on an event by event basis but in no case shall an event being applied for be longer than one (1) year in duration. The Officer shall make the issuance of any such Fill Permit subject to such terms and conditions as the Officer may designate as being appropriate on an event by event basis. Any breach by the Owner of any of the terms and conditions of the issued Fill Permit shall render the Fill Permit null and void ;
5. Every person seeking a Fill Permit under this part shall (in addition to fulfilling the requirements imposed by Section 4 of this By-law) provide to the Officer for approval a written description and drawing of the proposed daily volumes of proposed movement of fill, the proposed locations and/or routes of truck travel and staging and storage areas as part of the application and upon request, shall further provide a scale drawing of the vehicle illustrating the number of, and dimensions between each axle, and specifying the loading on each axle.
6. Every person issued a Fill Permit under this part, shall, forty-eight (48) hours before commencing movement for which the Fill Permit has been issued, give notice to the departments, companies, agencies and utility companies as noted and set out in the Fill Permit , indicating the route to be traveled and the time of commencement of such movement.

7. In all instances, the application for a Fill Permit described in this By-law shall be accompanied by:
- a) The name and address of the Owner
  - b) The date and period of time for which the Fill Permit is sought (maximum period one (1) year).
  - c) The names of the roads affected by the proposed route of travel for the transportation of Fill.
  - d) The Fill Permit fee and any other applicable fees;
  - e) A road damage undertaking agreement (in the form and manner approved by the Director) signed by the Owner providing that if a Fill Permit is granted the Owner acknowledges and agrees that it shall be responsible and shall indemnify the Town for any and all damages that may be caused to the Highway(s) by reason of the fill and its movement pursuant to the provisions of this by-law.
  - f) If required by the Officer, a deposit or such other financial security (the "security") to secure performance of the work for which the permit is to be issued and to secure the estimated cost of site control and other such measures that may be necessary pursuant to this by-law including, if required, to secure the maintenance of the highways that are used by the trucks delivering the fill to a state of repair that is free from damages, dust and/or mud. The security may be drawn upon by the Town at its sole discretion to remedy any deficiency in work performed and/or remediate any damages resulting under this Fill Permit as determined by the Town at its sole discretion. The security shall be an amount deemed as appropriate by the Officer based upon his or her reasonable estimate of the costs which may be incurred to reinstate the highway and for other services provided by the Town in connection with the remediation of any and all damages that may be caused to the Highway(s) by reason of the performance of any work under this Fill Permit; and
  - g) Commercial General Liability Coverage or public liability and property damage insurance of not less than \$2,000,000 for bodily injury including death, personal injury and property damage arising from any one accident or occurrence or such other higher amounts as may be reasonably requested, for the entire duration of the Fill Permit.

## Schedule "A" to By-law 1799

### **B Schedule of Fees:**

#### **Non-Refundable Fill Permit Application Fee**

1. (a) The permit application fee for processing, administration and inspection (s) shall be paid at the time of application for a permit.

(b) The permit application fee shall be:

(i) for applications of 1,000 cubic metres or less \$ 200.00

(ii) for applications of 1,000 to 50,000 cubic metres \$300.00

(iii) for applications greater than 50,000 cubic metres \$400.00

#### **Non-Refundable Permit Transfer Fee**

3. A permit transfer fee of \$250 shall be paid at the time of application for transfer of a permit.

### **4. Security Deposits**

(a) The Security Deposit shall be provided to the Chief Building Officer ("Officer") prior to a fill permit being issued.

- (b) At the discretion of the Officer, the Security Deposit shall be the following minimum amounts:
- (i) for permits of 1,000 cubic metres or less \$ 5 0 0
  - (ii) for permits greater than 1,000 cubic metres \$ 500 plus \$0.50 per cubic metre over 2000 cubic metres

Please note that the Officer has discretion where deemed appropriate to further increase the required amount of the security for items such as, but not limited to : cost of rehabilitation, drainage, erosion protection, tree protection and/or replacement, erosion control fencing etc.

#### **5. Security (additional requirements)**

- a) Security shall be in the form of cash, certified cheque, letter of credit or such other acceptable form of security.
- b) Any letter of credit must remain in effect for the full duration of the permit. Any letter of credit and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Town prior to its expiry or cancellation.
- c) In the event that the Town receives notice that a letter of credit is expiring and will not be renewed, or if further or additional securities are not provided within the said thirty (30) days, the Town may draw on the current letter of credit at the discretion of the Officer.
- d) Any interest accruing on realized cash security shall belong to the Town and not the fill permit holder.
- e) The general security may be used for:
  - i) clean up of mud tracking of the road or restoration of any municipal works. The owner will be notified of the required cleanup, and if the work is not completed by the owner, the Town will carry out the work using the security to cover the costs.
  - ii) The completion or rectification of any work required under the permit including site control and other such measures that may be necessary pursuant to this by-law;
  - iii) The completion of work required under an order issued under this By-law;

- f) The general security may be reduced from time to time at the discretion of the Officer, but shall otherwise be held pending the completion of all works required under the permit and any order issued under this by-law.
- g) The permit holder shall provide proof satisfactory to the Officer that the site has been adequately reinstated and stabilized in accordance with this By-law and the plan accompanying the Permit;
- h) The permit holder shall provide a certificate of a consulting engineer or surveyor certifying that the elevations have been completed in accordance with the original plans submitted (as stamped by Engineer) and the finished project does not detrimentally affect drainage on adjacent properties.
- i) The permit holder shall request that the Town carry out a final inspection to confirm that all relevant terms of this by-law have been complied with.
- (j) When the provisions of this by-law and all work required under the permit or under any order have been fully complied with to the satisfaction of the Officer, the Town shall release the Owner's general security. If the lands for which a permit has been issued are transferred to a new or subsequent owner while the issued fill permit remains in effect then all securities will be returned to the original owner provided the new or subsequent owner provides to the Town an undertaking to comply with all the conditions under which the existing permit was issued or the new or subsequent owner applies for and is issued a new fill permit in accordance with the provisions of this by-law.





## The Corporation of the Town of Tecumseh

---

July 19, 2019

The Honourable Doug Downey, Attorney General of Ontario  
Ministry of the Attorney General  
720 Bay Street  
11<sup>th</sup> Floor  
Toronto, ON M7A 2S9

Dear Sir:

**Re: Resolution Regarding Enforcement for Safety on Family Farms**

The Council of the Town of Tecumseh, at its regular meeting held Tuesday, July 9, 2019, passed the following resolution (RCM 199/19):

**"That** The Corporation of the Town of Tecumseh supports the resolution by the Council of the Township of Warwick passed June 26, 2019, requesting the Hon. Doug Downey to work with his fellow MPPs and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals...

Carried'

Please consider this letter as confirmation of the Town of Tecumseh's support on the above matter.

Yours very truly,

Laura Moy,  
Director Corporate Services & Clerk

LM/kc

CC: Honourable Doug Ford, Premier of Ontario, [premier@ontario.ca](mailto:premier@ontario.ca)  
Honourable Sylvia Jones, Solicitor General, [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)  
Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, [ernie.hardeman@pc.ola.org](mailto:ernie.hardeman@pc.ola.org)  
Association of Municipalities of Ontario, AMO, [policy@amo.on.ca](mailto:policy@amo.on.ca)  
Rural Ontario Municipal Association, ROMA, [roma@roma.on.ca](mailto:roma@roma.on.ca)  
Agatha Robertson, Town of LaSalle, [arobertson@lasalle.ca](mailto:arobertson@lasalle.ca)  
Brenda M. Percy, Town of Leamington, [bpercy@leamington.ca](mailto:bpercy@leamington.ca)  
Jennifer Astrologo, Town of Kingsville, [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)  
Kristen Newman, Town of Lakeshore, [knewman@lakeshore.ca](mailto:knewman@lakeshore.ca)  
Mary Birch, County of Essex, [mbirch@countyofessex.ca](mailto:mbirch@countyofessex.ca)  
Robert Auger, Town of Essex, [rauger@essex.ca](mailto:rauger@essex.ca)  
Paula Parker, Town of Amherstburg, [pparker@amherstburg.ca](mailto:pparker@amherstburg.ca)  
Steve Vlachodimos, City of Windsor, [svalchodimos@city.windsor.on.ca](mailto:svalchodimos@city.windsor.on.ca)  
Valerie Critchley, City of Windsor, [vcritchley@city.windsor.on.ca](mailto:vcritchley@city.windsor.on.ca)



**CORPORATION OF THE MUNICIPALITY OF SOUTH HURON**

322 Main Street South P.O. Box 759

Exeter Ontario

N0M 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

---

July 25, 2019

The Honourable Doug Downey, Attorney General of Ontario  
Ministry of the Attorney General  
720 Bay Street  
11<sup>th</sup> Floor  
Toronto, ON M7A 2S9

Dear Honourable Sir:

The following resolution was passed by the Council of the Corporation of the Municipality of South Huron at the Regular Council meeting on July 15, 2019;

Motion: 382-2019  
Moved: J. Dietrich  
Seconded: T. Oke

That South Huron Council support the Township of Warwick resolution regarding Enforcement for Safety on Family Farms as follows:

Whereas agriculture is the second largest industry in Ontario, contributing \$13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world; and

Whereas in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals; and

Whereas the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media; and

Where maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations; and

Whereas the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

Now therefore be it resolved that the Council for the Corporation of the Municipality of South Huron requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation- to ensure the safety of Ontario's farm families, employees and animals; and

Be it further resolved that this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all municipalities in the Province of Ontario, AMO and ROMA.

Disposition: Carried

Yours truly,



Rebekah Msuya-Collison  
Director of Legislative Services/Clerk  
Municipality of South Huron

CC. The Honourable Doug Ford, Premier of Ontario  
The Honourable Sylvia Jones, Solicitor General  
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs  
All Ontario Municipalities  
Association of Municipalities of Ontario (AMO)  
Rural Ontario Municipal Association (ROMA)



July 24, 2019

To whom it may concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, July 23, 2019 enacted the following resolution:

**No. C-279-19:**

That Council support Town of Lakeshore's resolution dated May 21, 2019, to support new regional hospital for Windsor-Essex County.

Please find the Town of Lakeshore's resolution attached.

Yours Truly,

Brenda Percy  
Clerk/Manager of Legislative Services

cc: The Hon. Doug Ford  
The Hon. Andrea Horwath  
The Hon. Christine Elliott  
Tracey Ramsey MP  
Lisa Gretzky MPP  
Taras Natyshak MPP  
Percy Hatfield MPP  
Rick Nicholls MPP  
County of Essex  
Town of Amherstburg  
Town of Essex  
Town of Kingsville  
Town of Lakeshore  
Town of Lasalle  
Town of Tecumseh

[premier@ontario.ca](mailto:premier@ontario.ca)  
[ahorwath-gp@ndp.on.ca](mailto:ahorwath-gp@ndp.on.ca)  
[christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)  
[tracey.ramsey@parl.gc.ca](mailto:tracey.ramsey@parl.gc.ca)  
[lgretzky-gp@ndp.on.ca](mailto:lgretzky-gp@ndp.on.ca)  
[tnatyshak-gp@ndp.on.ca](mailto:tnatyshak-gp@ndp.on.ca)  
[phatfield-gp@ndp.on.ca](mailto:phatfield-gp@ndp.on.ca)  
[rick.nicholls@pc.ola.org](mailto:rick.nicholls@pc.ola.org)



May 24, 2019

Mayor Drew Dilkens  
350 City Hall Square West  
P.O. Box 1607, Suite 202  
Windsor, Ontario N9A 6S1

Attention: Mayor Drew Dilkens

Dear Mayor Dilkens,

**RE: Support of a new regional hospital for Windsor-Essex County**

---

At their meeting of May 21, 2019 the Council of the Town of Lakeshore duly passed the following resolution number 283-05-2019.

**WHEREAS** a new regional hospital in Windsor-Essex County is desperately needed and would help improve the quality of healthcare in Windsor-Essex County; and

**WHEREAS** Windsor-Essex County has an opportunity to obtain a new regional hospital, which will serve all of the region for decades to come; and

**WHEREAS** almost half of the population of Windsor-Essex County, currently reside in the County of Essex / outside of the City of Windsor; and

**WHEREAS** growth statistics indicate that the municipalities in the County of Essex are increasing in size and population, which is a trend that is expected to continue and will likely result in the majority of the population of Windsor-Essex County residing in the County of Essex / outside of the City of Windsor; and

**WHEREAS** the current location of the majority of hospital services in the extreme northwest corner of Windsor-Essex County, does not adequately serve the residents living in the County of Essex / outside the City of Windsor; and

**WHEREAS** the share of local funding for any new regional hospital in Windsor-Essex County is to be shared equally between the City of Windsor and the County of Essex.

**NOW THEREFORE BE IT HEREBY RESOLVED THAT** that the Town of Lakeshore supports placing any new regional hospital services, in a location that serves the majority of the residents of Windsor-Essex County; and

**BE IT FURTHER RESOLVED THAT** that the Town of Lakeshore supports moving forward with the proposed location for the new regional hospital, which will serve the region as a whole, and should help improve healthcare for the majority of residents in Windsor-Essex County; and

**BE IT FURTHER RESOLVED THAT** a copy of this Motion be sent to the City of Windsor, County of Essex, Town of Tecumseh, Town of Lasalle, Town of Amherstburg, Town of Essex, Town of Kingsville, Municipality of Leamington, the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Horwath, Leader of the New Democratic Party, the Honourable Christine Elliott, Minister of Health and Long-Term Care, Ms. Lisa Gretzky, MPP for Windsor West, Mr. Taras Natyshak, MPP for Essex, Mr. Percy Hatfield, MPP for Windsor-Tecumseh, and Mr. Rick Nicholls, MPP for Chatham-Kent-Leamington.

**Carried Unanimously**

Should you require any additional information with respect to the above matter, please contact the undersigned.

Sincerely,



Kristen Newman  
Director of Legislative and Legal Services

KN/ml

cc: The Hon. Doug Ford  
The Hon. Andrea Horwath  
The Hon. Christine Elliott  
Tracey Ramsey MP  
Lisa Gretzky MPP  
Taras Natyshak MPP  
Percy Hatfield MPP  
Rick Nicholls MPP  
County of Essex  
Town of Amherstburg  
Town of Essex  
Town of Kingsville  
Town of Lasalle  
Municipality of Leamington  
Town of Tecumseh

[premier@ontario.ca](mailto:premier@ontario.ca)  
[ahorwath-q@ndp.on.ca](mailto:ahorwath-q@ndp.on.ca)  
[christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)  
[tracey.ramsey@parl.gc.ca](mailto:tracey.ramsey@parl.gc.ca)  
[lgretzky-q@ndp.on.ca](mailto:lgretzky-q@ndp.on.ca)  
[tnatyshak-q@ndp.on.ca](mailto:tnatyshak-q@ndp.on.ca)  
[phatfield-q@ndp.on.ca](mailto:phatfield-q@ndp.on.ca)  
[rick.nicholls@pc.ola.org](mailto:rick.nicholls@pc.ola.org)





## The Corporation of the Town of Tecumseh

---

June 27, 2019

Via email: [premier@ontario.ca](mailto:premier@ontario.ca)

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

Dear Premier:

**Re: Support of a New Regional Hospital Site for Windsor Essex County**

The Council of the Town of Tecumseh, at its regular meeting held Tuesday, June 25, 2019, passed the following resolution (RCM 166/19):

**“Whereas** a new regional hospital in Windsor-Essex County is desperately needed and would help improve the quality of healthcare in Windsor-Essex County; and

**Whereas** Windsor-Essex County has an opportunity to obtain a new regional hospital, which will serve all of the region for decades to come; and

**Whereas** almost half of the population of Windsor-Essex County, currently reside in the County of Essex, outside of the City of Windsor; and

**Whereas** growth statistics indicate that the municipalities in the County of Essex are increasing in size and population, which is a trend that is expected to continue and may result in the majority of the population of Windsor-Essex County residing in the County of Essex outside of the City of Windsor; and

**Whereas** the current location of the majority of hospital services in the extreme northwest corner of Windsor-Essex County is not readily accessible to the residents living in the County of Essex outside the City of Windsor relative to the proposed new site; and

**Whereas** the share of local funding for any new regional hospital in Windsor-Essex County is to be shared equally between the City of Windsor and the County of Essex.

**Now Therefore Be It Hereby Resolved That** the Town of Tecumseh supports placing any new regional hospital services in a location that more fairly serves the majority of the residents of Windsor -Essex County now and in the future; and

**Be It Further Resolved That** the Town of Tecumseh supports moving forward with the proposed location for the new regional hospital, which will improve accessibility to the

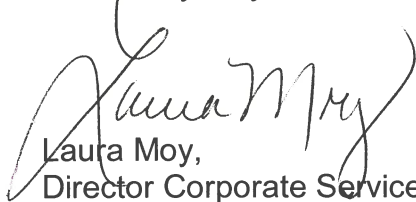
facility by the region as a whole, and should help improve healthcare for the majority of residents in Windsor-Essex County; and

**Be It Further Resolved That** a copy of this motion be sent to area municipalities, the County of Essex, the City of Windsor, the Honourable Doug Ford, Premier of Ontario; the Honourable Andrea Horwath, Leader of the New Democratic Party; the Honourable Christine Elliott, Minister of Health and Long-Term Care; Ms. Lisa Gretzky, MPP for Windsor West; Mr. Taras Natyshak, MPP for Essex; Mr. Percy Hatfield, MPP for Windsor-Tecumseh; and Mr. Rick Nicholls, MPP for Chatham- Kent-Leamington.

Carried”

Please consider this letter as confirmation of the Town of Tecumseh’s support for the proposed location of the new regional hospital.

Yours very truly,



Laura Moy,  
Director Corporate Services & Clerk

LM/kc

cc: Honourable Andrea Horwath, Leader of the New Democratic Party, [ahorwath-gp@ndp.on.ca](mailto:ahorwath-gp@ndp.on.ca)  
Honourable Christine Elliot, Minister of Health and Long Term Care, [christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)  
Ms. Lisa Gretzky, MPP for Windsor West, [lgretzky-co@ndp.on.ca](mailto:lgretzky-co@ndp.on.ca)  
Taras Natyshak, MPP for Essex, [tnatyshak-co@ndp.on.ca](mailto:tnatyshak-co@ndp.on.ca)  
Mr. Percy Hatfield, MPP for Windsor-Essex, [PHatfield-CO@ndp.on.ca](mailto:PHatfield-CO@ndp.on.ca)  
Mr. Rick Nicholls, MPP for Chatham-Kent-Leamington, [rick.nicholls@pc.ola.org](mailto:rick.nicholls@pc.ola.org)  
Agatha Robertson, Town of LaSalle, [arobertson@lasalle.ca](mailto:arobertson@lasalle.ca)  
Brenda M. Percy, Town of Leamington, [bpercy@leamington.ca](mailto:bpercy@leamington.ca)  
Jennifer Astrologo, Town of Kingsville, [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)  
Kristen Newman, Town of Lakeshore, [knewman@lakeshore.ca](mailto:knewman@lakeshore.ca)  
Mary Birch, County of Essex, [mbirch@countyofessex.ca](mailto:mbirch@countyofessex.ca)  
Robert Auger, Town of Essex, [rauger@essex.ca](mailto:rauger@essex.ca)  
Paula Parker, Town of Amherstburg, [pparker@amherstburg.ca](mailto:pparker@amherstburg.ca)  
Steve Vlachodimos, City of Windsor, [svalchodimos@city.windsor.ca](mailto:svalchodimos@city.windsor.ca)  
Valerie Critchley, City of Windsor, [vcritchley@city.windsor.ca](mailto:vcritchley@city.windsor.ca)





THE  
COLLEGE  
OF  
PHYSICIANS  
AND  
SURGEONS  
OF  
ONTARIO

July 8, 2019

**TO MAYOR, CITY CLERK AND COUNCILLORS:**

**Nominate an Outstanding Ontario Physician in Your Community  
The College of Physicians and Surgeons of Ontario Council Award**



***Did You Know?***

***Over the last four years,  
the Council Award has  
been presented to four  
physicians nominated by  
their local city council?***

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2020 Council Award**. The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the “ideal physician”.

The criteria for selecting a physician for the Council Award are outlined in the enclosed nomination form. The criteria are based upon eight “physician roles” that reflect society’s expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

**The deadline for receipt of nominations is September 30, 2019 at 5:00 p.m.**

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 257 or [cpsoaward@cpso.on.ca](mailto:cpsoaward@cpso.on.ca).



The Council Award honours outstanding Ontario physicians who have demonstrated excellence and come closest to meeting society's vision of an "ideal physician."

Four awards are presented each year, in the following categories: Academic Specialty, Community Specialty, Academic Family Practice and Community Family Practice.

### CRITERIA

The criteria for selecting a physician for the Council Award is based on the eight physician roles identified as the essential qualities needed to practise modern medicine:

- medical expert/clinical decision maker
- health advocate
- communicator
- learner
- collaborator
- scientist/scholar
- gatekeeper/resource manager
- person & professional

The Council Award recognizes physicians whose performance in these roles is outstanding, recognizing that they may demonstrate more extensive expertise in some roles than in others. Details on the elements of each role are outlined on the CPSO's award webpage.

### ELIGIBILITY FOR NOMINATION

Anyone may nominate a physician for the Council Award. To be eligible for nomination, a physician must be licensed in Ontario and be in good standing with the College. Previous nominees who were unsuccessful are eligible. Former recipients of the Council Award or the Excellence in Quality Management of Medical Care Award are not eligible for nomination. Council Members and staff of the College and members of their immediate families are also not eligible.

### NOMINATION INSTRUCTIONS

1. Complete the nomination form.
2. Provide a **detailed nominator's statement** describing how the nominee has demonstrated overall excellence and contributed to the profession. *You are encouraged to include pertinent supporting materials such as testimonials, reports, media articles, CVs, etc.*
3. Find a **seconder** for the nomination who will provide a written testimonial about the nominee's accomplishments.
4. The completed Council Award nomination package (including nominator's statement, supporting material and seconder's statement) can be emailed to [cpsoaward@cpso.on.ca](mailto:cpsoaward@cpso.on.ca) or mailed to the following address:

The Council Award,  
c/o Communications Department  
College of Physicians and Surgeons of Ontario  
80 College Street, Toronto, Ontario, M5G 2E2

For more information, please contact:

Call: 416-967-2600 or 1-800-268-7096, ext. 257

E-mail: [cpsoaward@cpso.on.ca](mailto:cpsoaward@cpso.on.ca)

Additional information and nomination forms are available at:  
[www.cpso.on.ca/council-award](http://www.cpso.on.ca/council-award)

### CHECKLIST:

- ☐ NOMINATION FORM
- ☐ NOMINATOR'S STATEMENT
- ☐ SECONDER'S STATEMENT
- ☐ SUPPORTING DOCUMENTS (OPTIONAL)
- ☐ NOMINEE'S CV (OPTIONAL)

The deadline for the nominations is Monday, **September 30, 2019** at 5:00 p.m.

# NOMINATION FORM

Please provide Nominator and Seconder Statements and any additional information in support of your nomination



## NOMINEE

FIRST NAME:

LAST NAME:

NOMINEE'S ADDRESS:

EMAIL ADDRESS:

TELEPHONE:

DATE AND PLACE OF BIRTH:

DEGREES EARNED (DEGREE, SCHOOL, YEAR):

SPECIALTY, IF ANY:

TYPE OF PRACTICE:

FACULTY APPOINTMENTS, IF ANY:

PREVIOUS HONOURS AND AWARDS:

*If you need more space, please attach additional pages.*

## NOMINATOR

FIRST NAME:

LAST NAME:

ADDRESS:

E-MAIL ADDRESS:

TELEPHONE NUMBER:

PLEASE INDICATE YOUR RELATIONSHIP TO THE NOMINEE:

## SECONDER (must be provided)

FIRST NAME:

LAST NAME:

ADDRESS:

E-MAIL ADDRESS:

TELEPHONE NUMBER:



THE CORPORATION  
OF  
THE TOWN OF HALTON HILLS

Moved by: Clark Somerville Date: July 8, 2019  
Councillor Clark Somerville  
Seconded by: Jane F. Fogel Resolution No.: \_\_\_\_\_

WHEREAS the Province of Ontario, through the Ministry of the Environment, Conservation and Parks, has posted a discussion paper entitled "Reducing Litter and Waste in our Communities";

AN WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario;

AND WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia;

AND WHEREAS these successful program have eliminated many of these containers from the natural environment;

THEREFORE BE IT RESOLVED that the Council of the Town of Halton Hills call upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

AND FURTHER THAT that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the Region of Halton; and all municipalities in the Province of Ontario.

Rick Bonnette  
Mayor Rick Bonnette

**Windsor Essex County Environment Committee**  
**Meeting held July 4, 2019**

A meeting of the Windsor Essex County Environment Committee is held this day commencing at 5:00 o'clock p.m. in the Board Room, Lou Romano Water Reclamation Plant, there being present the following members:

Leo Meloche, Deputy Mayor, Town of Amherstburg, Acting Chair  
Councillor Kieran McKenzie  
Keri Banar  
Derek Coronado  
Rosanna Demarco  
Katie Kuker  
Michael Schneider  
Richard St. Denis  
Jerry Zhu

***Regrets received from:***

Councillor Chris Holt  
Hilda MacDonald, Mayor of Leamington  
Radwan Tamr

***Guests in attendance:***

Dr. Anneke Smit, Associate Professor Faculty of Law, University of Windsor  
Jennifer Barden, Wildlife Preservation Canada  
Nancy Pancheshan, Save Ojibway  
Tom Henderson, Detroit River Canadian Clean-up, Chair, Public Advisory Council  
Andy Paling, Detroit River Canadian Clean-up, Vice Chair, Public Advisory Council  
Hilary Payne, Detroit River Canadian Clean-up, Public Advisory Council

***Also present are the following resource personnel:***

Averil Parent, Environmental & Sustainability Coordinator  
Amandeep Hans, Windsor Essex County Health Unit  
Karen Kadour, Committee Coordinator

**1. Call to Order**

The Committee Coordinator calls the meeting to order at 5:02 o'clock p.m. and the Committee considers the Agenda being Schedule A attached hereto, matters which are dealt with as follows:

**2. Election of Co-Chairs**

It is generally agreed to defer the election to allow Councillor Holt and Mayor MacDonald to be in attendance.

Leo Meloche, Deputy Mayor, Town of Amherstburg has agreed to be Acting Chair for this meeting.

**Additions to the Agenda**

Moved by D. Coronado, seconded by Councillor McKenzie,  
That Rule 3.3 (c) of the Procedure By-law 98-2011 be waived to add the following additions to the Agenda:

- 5.** Tom Henderson, Detroit River Canadian Cleanup regarding funding for an eco-passage for animals only spanning the Ojibway Parkway
- 8.1** Dr. Anneke Smit, Associate Professor Faculty of Law regarding a Climate Change emergency research project with University of Windsor students

Carried.

**3. Disclosure of Interest**

None disclosed.

**5. Presentations**

**Save Ojibway – Seasonal closure of Matchette Road and Malden Road**

Nancy Pancheshan, Save Ojibway group and Jennifer Barden, Wildlife Preservation Canada appear before the Committee and provides the following as it relates to the seasonal closure of Matchette and Malden Roads:

- Ojibway supports 4,000 species, 22 are endangered and threatened species.
- Over 100 endangered species have been killed in the past two years.
- The communities of Burlington and Kitchener have proven road closures are an excellent method to protect our endangered species
- Requesting that Matchette and Malden Roads be closed for an 8 week period
- If no action is taken, there is a possibility of continued road mortality with the threat of extinction
- Alternate roads to take – Ojibway Parkway, Herb Grey parkway, Todd Lane or Laurier Parkway

In response to a question asked by R. Demarco regarding if there are businesses in this area, N. Pancheshan responds there are businesses on Malden Road.

M. Schneider suggests the use of speed bumps to slow down the traffic and to make it uncomfortable for people travelling down Matchette and Malden Roads.

Moved by Councillor McKenzie, seconded by K. Kuker,  
That the presentation provided by Nancy Pancheshan, Save Ojibway and Jennifer Barden, Wildlife Preservation Canada regarding the potential seasonal closure of Matchette and Malden Roads **BE ACCEPTED.**

Carried.

Moved by D. Coronado, seconded by K. Kuker,  
That the motion attached as Appendix “A” for “Temporary Road Closures at the Ojibway Prairie Complex” submitted by Wildlife Preservation Canada and Save Ojibway **BE APPROVED.**

Carried.

Councillor McKenzie and R. St. Denis voting nay.

Councillor McKenzie suggests the development of a wildlife strategic plan or policy for the City of Windsor.

A. Parent states the development of a wildlife plan by administration would require additional budget and staff time.

D. Coronado adds this situation is a “ticking clock” as species are being killed.

### **Tom Henderson, Detroit River Canadian Cleanup – Eco Passage for animals only spanning the Ojibway Parkway**

Tom Henderson, Detroit River Canadian Clean-up, Chair Public Advisory Council appears before the Committee. An e-mail from Jacqueline Serran, Remedial Action Plan Coordinator, Detroit River Canadian Cleanup dated June 27, 2019 is distributed and

**attached** as Appendix “B”. He requests that the motion passed by their Public Advisory Council proceed to the Environment, Transportation & Public Safety Standing Committee and to City Council for approval. He provides the following comments relating to this matter:

- The Bridge Authority announced seed money in the amount of \$1.5 M for an eco-passage bridge connecting the Black Oak Heritage Forest and Ojibway Park.
- This will provide safe passage for area wildlife and species at risk in the Ojibway Prairie Complex.
- Eco-passages are designed to provide safe passage for animals to get around roads that block their natural movements. They are especially important for species at risk as these animals migrate back and forth among various habitats.
- Slow movers like snakes and turtles are difficult to see and are most in peril.
- 20,000 vehicles per day travel along the Ojibway Parkway and E C Row Expressway. This contributes heavily to wildlife death.

In response to a question asked by Councillor McKenzie regarding the cost of the eco-passages, T. Henderson responds he does not have that information.

Moved by R. Demarco, seconded by Councillor McKenzie,  
That the presentation by Tom Henderson, Detroit River Canadian Cleanup regarding funding for eco-passages for animals only spanning the Ojibway Parkway **BE RECEIVED**.

Carried.

Moved by R. St. Denis, seconded by Councillor McKenzie,  
**WHEREAS**, the Windsor-Detroit Bridge Authority has announced as part of its community benefits package seed money as a joint project with the City of Windsor for an Eco-Passage (bridge) for animals only spanning the Ojibway Parkway; and  
**WHEREAS**, additional funding will be required to complete the structure,  
**THEREFORE BE IT RESOLVED**, that City Council **BE REQUESTED** to consider that the balance of the funding required **BE INCLUDED** in the City’s 2020 Capital Budget.

Carried.

## 8. Subcommittee Reports

### 8.1 Air Quality

D. Coronado provides an overview of the Air Quality Subcommittee report which includes the following topics:



## Municipal Climate Emergency Declaration

- IPCC Special Report Global Warming of 1.5C
- Canada's Changing Climate Report 2019
- Approximately 405 Canadian municipal councils (June 20) have declared a climate emergency, 365 in Quebec alone
- Definition of an Emergency – "A situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise." (*Emergency Management and Civil Protection Act R.S.O. 2000*)
- A Draft Resolution requesting the City of Windsor to declare a climate emergency is proposed.

Councillor McKenzie advises Dr. Anneke Smit, Associate Professor Faculty of Law, University of Windsor is proposing her students (for credit work) research the crafting of a resolution for the City of Windsor to declare a Climate Change Emergency including the specific elements that would be addressed with the declaration. The role WECEC would play would be important in terms of the outreach aspect. Over the course of the summer and into the fall, the Committee would meet with the various stakeholders that could be impacted by any kind of climate change policy, i.e. environmental groups, businesses, agriculture, etc. By the end of the semester, there may be coherent language and a well researched policy proposal to bring forward.

Dr. Anneke Smit appears before the Committee and provides the following comments:

- We will research and provide some support to ensure whatever goes forward from WECEC to the Standing Committee and Council will be as well researched as possible.
- We are told that 40% of greenhouse gas emissions are regulated by municipalities across the country. This is an issue that law school students are very interested in.
- The University of Windsor has a well established experiential learning program so there is some flexibility to do clinical pop-up activities to ensure that the students are well trained and supervised so the ethics of their work in the community is well understood.
- Proposing front loaded research to strengthen motion to Council, as well as engagement to ensure the community is aware of potential climate change emergency
- Students will be graded (10 students maximum) and will be undertaking this concurrent with the Municipal Law studies.

R. St. Denis suggests this matter be deferred until more information is gathered.

Councillor McKenzie proposes that the motion put forth by D. Coronado in the Air Subcommittee report be deferred and that a Climate Change subcommittee be established.

Moved by R. St. Denis, seconded by Councillor McKenzie,  
That the draft resolution put forth by D. Coronado in the Air Quality Subcommittee report for the City of Windsor to declare a climate emergency and to outline additional actions to be taken to incorporate into existing plans and policies and the achievement of net zero carbon emissions before 2050 **BE DEFERRED**.

Carried.

R. Demarco voting nay.

Councillor McKenzie expresses concern that the motion put forth by D. Coronado will not be approved by Council and adds there is an opportunity to work with the University of Windsor to make this a regional policy that could become municipal law.

Moved by K. Banar, seconded by R. St. Denis,  
That the presentation by Dr. Anneke Smit, Associate Professor Faculty of Law regarding the development of a proposal to declare a climate change emergency in Windsor Essex County in conjunction with the University of Windsor Law Students **BE ACCEPTED**.

Carried.

Moved by Councillor McKenzie, seconded by R. St. Denis,  
That the Air Quality Subcommittee **BE REQUESTED** to move forward in the development of a proposal to declare a climate change emergency in Windsor Essex County in conjunction with Law Students from the University of Windsor in a Municipal Law and Climate Change course **BE APPROVED**.

Carried.

R. Demarco voting nay

The following WECEC members volunteer to sit on the Air Quality Subcommittee – K. Banar, D. Coronado, A. Hans, M. Schneider, J. Zhu, Dr. Smit, K. Kuker, Councillor McKenzie and Councillor Holt.

## 6. Business Items

### 6.1 Pat on the Back Awards

A. Parent thanks K. Kuker, K. Banar, R. St. Denis and M. Schneider for their assistance in the Pat on the Back Awards event. She adds WECEC received 15 applications and the following groups were presented with a \$500 award each:

- Greener Bins
- Forest Glade Public School
- Glenwood Public School
- CommUnity Partnership

R. St. Denis expresses concern that it might not have been clear that a group cannot win two years in a row and suggests only new applications be forwarded to the judges for consideration.

## **6.2 Priorities Discussion**

A. Parent notes the priorities proposed at the April 25, 2019 meeting have been summarized into a list.

The Acting Chair requests that the list be modified to include less priorities.

## **7. Coordinator's Report**

A. Parent provides an overview of the report.

## **8.2 Environmentally Sensitive Lands and Issues**

No report.

## **9. New Business**

### **9.1 Update on City of Windsor Environmental Issues**

A. Parent reports administration is moving forward with the City of Windsor Climate Change Adaptation Plan. She indicates there will be more public consultation in the Fall 2019 when a draft of the plan is tabled at the Environment, Transportation and Public Safety Standing Committee.

## **10. Communications**

**10.1** The CBC Windsor article regarding "How to Make Cities Healthier and Happier and Better Equipped to Fight Climate Change" is received for information.

**11. Date of Next Meeting**

The next meeting will be held on September 19, 2019 at 5:00 p.m. at the Lou Romano Water Reclamation Plant.

**12. Adjournment**

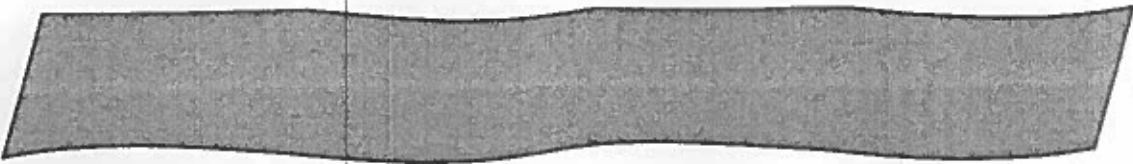
There being no further business, the meeting is adjourned at 7:00 o'clock p.m.

---

Leo Meloche, Acting Chair

---

Committee Coordinator



**Laurel Renaud**

**Essex, ON.,**

**June 2019**

**Dear R. Auger:**

**It is with great regret that I need to inform you of my resignation from the Heritage Committee.**

**My work schedule and family commitments have become such that I cannot continue to volunteer the time necessary to do my job on the committee with the thoroughness I would like. I will be resigning effective June 30, 2019.**

**Thank you for the opportunity, and best wishes to you and the other members going forward and if my schedule changes to allow for reinstatement I will forward the request.**

**Sincerely yours,**

**L Renaud.**

Attorney General  
McMurtry-Scott Building  
720 Bay Street  
11th Floor  
Toronto ON M7A 2S9  
Tel: 416-326-4000  
Fax: 416-326-4007

Procureur général  
Édifice McMurtry-Scott  
720, rue Bay  
11<sup>e</sup> étage  
Toronto ON M7A 2S9  
Tél.: 416-326-4000  
Téléc.: 416-326-4007



Our Reference #: M-2019-3638

JUL 12 2019

Dear Head of Council,

Further to the Premier's announcement at the 2019 ROMA conference, I am writing to invite you to participate in the government's consultations regarding joint and several liability, insurance costs, and the 'liability chill' affecting the delivery of everyday public services.

In order to make this consultation process as effective as possible, the government needs to hear directly from you about your municipality's experiences. It is impossible to canvass possible solutions without understanding the actual problems faced by municipalities.

This will be an evidence-led consultation and policy development process. The first phase of the process will involve collecting background technical information. I therefore ask that you have your municipal officials respond in writing to the general questions noted below. We will also be establishing a Technical Table of provincial and municipal elected officials, building on AMO's existing Working Group, to make sure that we are all on the same page around the issues and evidence that need to be addressed.

Given the importance of hearing your experiences, there is no predetermined format or questionnaire for this consultation. We don't want to inadvertently limit you. We would ask, though, that your officials consider and address three broad questions so that there is some comparability among the responses.

First, please describe the nature of the problem as you see it. What are the problems that you need addressed to benefit your municipality. Is it increasing premiums? Rising deductibles? Being unfairly named in lawsuits? Being held to unreasonably strict standards (e.g., regarding road design or maintenance)? Feeling that you cannot offer certain services because of the liability risk? A general sense of unfairness that municipal taxpayers pay more than their fair share (e.g., because individuals are under-insured or were behaving irresponsibly)? Please have your officials describe all the specific problems that are directly affecting your municipality.

Second, please indicate what evidence leads you to your view of the problem. Without limiting the types of evidence you may wish to discuss, I have attached to this letter a list of potentially relevant facts and evidence that your officials may wish to address.

Finally, given your view of the problem and the supporting evidence, what solutions do you propose? In formulating your proposals, please keep in mind the need to ensure that catastrophically injured persons are fairly compensated and that costs are not simply transferred to the publicly funded health care system.

.../2

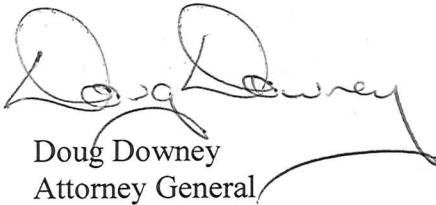
I will provide an update on the consultation process at AMO in August. I will also meet with interested delegations.

The second phase of the municipal consultation process will involve formal discussions in early Fall among elected officials about the evidence and the potential policy solutions. Once there is a provincial and municipal understanding on the key issues, the government will engage with other interested stakeholders.

The Ministry of the Attorney General has established a dedicated email address to receive the background technical information from your officials. Please have your officials respond by Friday, September 27, 2019 to [magpolicy@ontario.ca](mailto:magpolicy@ontario.ca). For further information, please have your officials reach out to MAG at the email address noted above.

Our goal must be meaningful and lasting reform. I encourage you to share your experiences on this important subject.

Sincerely,



Doug Downey  
Attorney General

## Attachment

### **Potentially Relevant Facts and Evidence**

#### Nature of Insurance Coverage

- Does your municipality purchase liability insurance? If so, from what company?
- Do you use an insurance broker? If so, which company?
- Does your municipality self-insure against some or all liability risks? If so, please describe the program.

#### Premiums

- Municipal insurance premiums over time (both absolute dollars and percentage increases)
- Insurance premiums in other business lines over the same time period
- Typical ratio of premiums to claims payouts
- What triggers premium increases? Being named in a claim? Incurring defence costs? Paying on the claim?
- The secondary literature speaks of 'insurance cycles' or the market 'tightening' periodically such that premiums increase markedly in a relatively short period of time. Do you have any views on this topic?

#### Deductibles

- Amount
- Trigger for payment by municipality (being named, filing a defence?)
- Changes over time
- Comparison to changes in other business lines over time

#### Litigation Costs

- Amount
- Does joint and several liability ("JSL") impact costs?
- Changes over time
- Are municipal liability cases any more expensive to defend than other types of claims?
- Have any steps been taken, or are planned, to reduce defence costs?



### Types of Claims

- Data regarding types of claims including road/auto, building inspections, other personal injury (e.g., tobogganing) – both volume and cost
- Number/ portion of cases that involve two or more defendants and thus raise JSL issues
- Changes over time

### Settlement of Claims

- Data regarding JSL cases – and ideally the specific cases – where municipalities have settled for amounts disproportionate to their fault.
- Non-JSL cases where the municipality has paid amounts viewed as disproportionate to their level of fault (e.g., in the past some stakeholders have identified single vehicle collisions involving impaired drivers).

### Adjudication of Claims

- Data regarding JSL cases – and ideally the specific cases – where municipalities have been required to pay amounts disproportionate to their degree of fault as determined by the court.
- Non-JSL cases where the municipality has been found liable and required to pay amounts viewed as disproportionate to their level of fault (e.g., in the past some stakeholders have identified single vehicle collisions involving impaired drivers).

### Claim Costs

- Is the cost of individual claims raising, e.g. claims related to injuries in automobile accidents? If so, why?
- In 2016, the previous government reduced the cap for no fault catastrophic injury payments in automobile cases from \$2M to \$1M. Did that have any impact on municipal costs? If so, what savings are expected from the government's plan to increase the cap back to \$2M? Would a further increase to no fault benefits result in savings to municipalities?
- Are settlements ever for a sum less than or equal to the deductible?

### Other

- How does JSL positively impact catastrophically injured plaintiffs? How would associated costs be distributed if JSL is abolished?
- What if any impact have road maintenance standards had on claims against municipalities?
- What types of everyday activities have been impacted by insurance costs and other liability risks? To what extent is JSL a factor in these situations? What steps have municipalities taken to mitigate these costs and risks?



# Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

July 16, 2019

Hon. Doug Ford, Premier  
Legislative Building Rm 281, Queen's Park  
Toronto, Ontario  
M7A 1A1

Dear Premier Ford,

## Re: MUNICIPAL AMALGAMATION

---

Please be advised that at its regular meeting held, Monday July 15, 2019 the Council of the Township of McKellar passed the following resolution:

- 19-355      **WHEREAS** there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;
- AND WHEREAS** in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;
- AND WHEREAS** there has never been a valid evidence-based study that supported these outcomes;
- AND WHEREAS** forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;
- AND WHEREAS** there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;
- AND WHEREAS** the Provincial Government has a large deficit due to their own decision-making;
- AND WHEREAS** recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";
- AND WHEREAS** this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

**AND WHEREAS** the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

**AND WHEREAS** the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

**NOW THEREFORE BE IT RESOLVED** that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting “consultation” and “demand” that the Provincial Government do the following:

- 1) Hold a local referendum letting the citizens decide to amalgamate or not
- 2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
- 3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
- 4) To ensure that there is absolutely no conflict of interest in this consultative process
- 5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

**AND FURTHER** that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

**AND FURTHER** that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried

Sincerely,

  
Tammy Wylle, AMCT  
Clerk Administrator

Cc:

Deputy Premier of Ontario;

Minister of Municipal Affairs and Housing;

Leader of the New Democratic Party;

All Ontario MPP's;

Association of Municipalities of Ontario (AMO);

Northwestern Ontario Municipal Association (NOMA);

Rural Ontario Municipalities Association (ROMA);

Federation of Northern Ontario Municipalities (FONOM);

District of Parry Sound Municipal Association (DPSMA);

all Ontario municipalities

O:\Council mtg letters\July 15 2019\Municipal Amalgamation



THE CORPORATION OF THE

# Municipality of Neebing

Rosalie Evans,  
Solicitor-Clerk  
Erika Kromm,  
Treasurer, Deputy Clerk

4766 Highway 61  
Neebing, Ontario P7L 0B5  
TELEPHONE (807) 474-5331  
FAX (807) 474-5332  
E mail – neebing@neebing.org

Councillors  
Curtis Coulson  
Gordon Cuthbertson  
Gary Gardner  
Brian Kurikka  
Mark Thibert  
Brian Wright  
  
Mayor Erwin Butikofer

July 18, 2019

The Corporation of the Township of Lake of Bays  
1012 Dwight Beach Road  
Dwight, Ontario P0A 1H0

**COPY**  
*Ontario Municipalities  
(via email only)*

**Attention: Michelle Percival, CAO**

**Re: Lake of Bays' Resolution 7(b)/05/21/19  
Ontario Municipal Partnership Fund**

---

Dear Ms. Percival:

The above-noted resolution was considered by Neebing Council at its regular meeting held on June 5<sup>th</sup>, 2019. Neebing Council resolved as follows:

BE IT RESOLVED THAT the Province of Ontario be requested to maintain OMPF funding at no less than 2016 levels;

AND FURTHER, THAT this resolution be circulated to the Town of Lake of Bays, our local MPPs, those circulated on the Town of Lake of Bays' correspondence, apart from the Ministry of the Solicitor-General and their local MPPs.

This differs somewhat from your municipality's resolution, which was to maintain current OMPF levels.

Neebing Council thanks the Lake of Bays Council for bringing this matter to our attention.

Yours truly,

Rosalie A. Evans  
Solicitor-Clerk  
Resolution 2019-06-132

cc. Hon. Rod Phillips, Minister of Finance; All Ontario Municipalities; Fred Simpson, Deputy Clerk, Town of Mono; Tom Gefucia, Director of Finance/Treasurer, Township of Lake of Bays; Judith Monteith, MPP Thunder Bay Atikokan; and Michael Gravelle, MPP Thunder Bay Superior North.

Townships of Blake, Crooks, Pardee, Pearson and Scoble



## Fun Fest Committee Meeting Minutes

27 June, 2019

Minutes of a meeting of the Essex Fun Fest Committee held on Thursday 27<sup>th</sup> of June, 2019 at 6:15 PM at the Barnett Board Room. This meeting was called to order by Joe Garon, Chairperson of the Essex Fun Fest Committee at 6:19 PM.

### 1. Roll Call

Present: Joe Garon, Chair

Katie McGuire-Blais

Ron McDermott

Richard Tapping

Pam McDermott

Jared Garon

Mike Janisse

Tanner Gallant, Facility Clerk

Jake Morassut, Recording Secretary

Regrets: Kim Verbeek, Vice Chair

Doug Sweet, Director of Community Services

Kelly McIntyre

Kyle Flood

Tanya Fryer

Absent: No members were absent.

### 2. Additions to Agenda

There are no additions to the agenda.

### 3. Adoption of Agenda

Moved by Pam McDermott

Seconded by Richard Tapping

**(FF19-06-029)** The agenda of the 27<sup>th</sup> of June, 2019 be approved as circulated. "Carried"

### 4. Declaration of Conflict of Interest

There were no declarations of conflicts of interest.

## **5. Approval of Previous Minutes**

Moved by Pam McDermott

Seconded by Ron McDermott

**(FF19-06-030)** The minutes of the meeting on the 13<sup>th</sup> of June, 2019 be approved as circulated. "Carried".

## **6. Old Business:**

- a) Monster Mural – The monster mural is on site and the structure is built. Doug has all the markers on site.

## **7. Sub-Committee Updates**

### **a) Sponsorship (Joe, Katie, Mike)**

- i. Joe is looking for a final sponsor for the snap chat filter.

### **b) Vendors (Kelly, Tanner, Joe)**

- i. Food Vendors – 11 food vendors are confirmed at this time.
- ii. Non-food Vendors – 20 non-food vendors have also committed.

### **c) Parade (Jake, Kyle, Richard, Committee)**

- i. Currently 32 applications for people to participate;
- ii. Will contact Shelley to make sure she has candy available;
- iii. Joe will talk to Ken Knapp regarding a vehicle for the Grand Marshall;
- iv. Joe will chat with Doug regarding the barricades during the festival;
- v. Joe will contact the OPP to see if we can get an officer to ride along with the bike parade;
- vi. Jared will drop off some flyers to local day cares;
- vii. Will put out a media blast for the bike parade.

### **d) Entertainment and Attractions (Joe, Kim)**

- i) Main Stage
  - Joe will have cheques on the weekend so he can pay the bands.
- ii) Secondary Stage
  - No new updates.
- iii) Bavarian Gardens
  - No new updates.



**iv) Kids Zone**

- Pam is requesting the use of tents.

**v) Attractions**

- Fun Fest Attractions (Thrills)
  - Zop: A Circus Bonanza – Joe will work with Joe on the area that is required.
  - Wrestling – The list of who is fighting was submitted and is now advertised.
  - Fireworks – Booked with no new updates.
- Fun Fest Attractions (Family Friendly)
  - Zoo2U – Will have an area on the island to have his interactive area.
  - Youth Talent Show – There are eight junior competitors as well as five senior competitors. Each participant will receive one ride all day pass.
  - Watermelon Eating Contest – Booked with no new updates.
  - Pony Rides – Booked with no new updates.
- Third Party Attractions
  - BIA Downtown - Confirmed with no new updates.
  - Kinger's Horseshoe Tournament – Confirmed with no new updates.
  - Essex Legion Fun Fest Pickerel Dinner – Confirmed with no new updates.
  - Essex Fun Fest Flower Show (Essex and District Horticultural Society) – Confirmed with no new updates.
  - Train Puzzle/Train Movies (Essex Train Station) - Confirmed with no new updates.
  - Interdenominational Church Service – Confirmed with no new updates.
  - Zumba – Confirmed with no new updates.
  - Onyx Fitness – Will have a yoga session take place after the church service in Sadler's Park.

## **8. Volunteers**

- a)** The gates are filling up well, but Saturday from 5:30pm-9pm is an area of need. Still looking for additional volunteers for the kid's zone. Still looking for assistance in the information booth.

- b) The recreation staff will also man the parking lot on Saturday, but John said he can get a student there if needed.

## **9. Admission Fees, Park Hours and Credentials**

- a) No new updates.

## **10. Parking**

- a) Joe will need the trailers to be able to make the turn when getting to the parking areas.

## **11. Amusement and Midway**

- a) Ride company will be loading in on Monday.

## **12. Bavarian Gardens**

- a) Hours of Operation
  - i. No new updates.
- b) Tents/Operations
  - i. No new updates.
- c) Serving Staff
  - i. No new updates.
- d) Permit/Insurance
  - i. No new updates.
- e) Product Inventory/Ordering
  - i. Alcohol will need to be picked up on Wednesday.

## **13. Security**

- a) Doug added security for Wednesday night.

## **14. Financial**

### **a) Approval of Bills**

The below bills brought to the committee were approved:

Laurie Beaton	\$400.00
Lowes Printing	\$2,011.97
Off Kilter Horse Show	\$904.00

Moved by Ron McDermott

Seconded by Pam McDermott

**(FF19-06-031)** That the bills brought forward to the June 27<sup>th</sup> Fun Fest Meeting were approved for payment. "Carried"

## **15. Marketing and Social Media**

- a)** All the scripts are approved and have started getting played on the radio stations. Joe has some interviews scheduled with radio stations that will be out shortly; and
- b)** Additional flyers are available for people to drop off at local businesses.

## **16. Operations and Site Management**

- a)** Secondary stage will arrive on Thursday, so the no parking sign will need to be removed;
- b)** No possibility with the ATM due to the companies not having availability; and
- c)** Joe will meet with John regarding other operational items.

## **17. New Business**

- a)** There was no new business.

## **18. Next Meeting Date:**

- a)** The next meeting will be scheduled after the Festival as a follow-up meeting.

## **19. Adjournment:**

The meeting was adjourned at 7:22PM.

Moved by Richard Tapping

Seconded by Katie McGuire-Blais

**(FF19-06-032)** that the meeting be adjourn at 7:22PM. "Carried"

Joe Garon, Chair

Jake Morassut, Recording Secretary



## Fun Fest Committee Meeting Minutes

18 July, 2019

Minutes of a meeting of the Essex Fun Fest Committee held on Thursday 18<sup>th</sup> of July, 2019 at 6:15 PM at the Barnett Board Room. This meeting was called to order by Joe Garon, Chairperson of the Essex Fun Fest Committee at 6:25 PM.

### 1. Roll Call

Present: Joe Garon, Chair  
Kim Verbeek, Vice Chair  
Katie McGuire-Blais  
Ron McDermott  
Richard Tapping  
Pam McDermott  
Mike Janisse  
Kelly McIntyre  
Tanner Gallant, Facility Clerk  
Jake Morassut, Recording Secretary  
Doug Sweet, Director of Community Services

Regrets: Kyle Flood  
Tanya Fryer

Absent: No members were absent.

### 2. Additions to Agenda

There are no additions to the agenda.

### 3. Adoption of Agenda

Moved by Katie McGuire-Blais

Seconded by Mike Janisse

**(FF19-07-033)** The agenda of the 18<sup>th</sup> of July, 2019 be approved as circulated. "Carried"

### 4. Declaration of Conflict of Interest

There were no declarations of conflicts of interest.

## **5. Approval of Previous Minutes**

Moved by Rich Tapping

Seconded by Ron McDermott

**(FF19-07-034)** The minutes of the meeting on the 27<sup>th</sup> of June, 2019 be approved as circulated. "Carried".

## **6. Old Business:**

- a) There is no old business.

## **7. Sub-Committee Updates**

### **a) Sponsorship (Joe, Katie, Mike)**

- i. The Committee is still waiting on an outstanding cheque from two sponsors, but all others are collected; and
- ii. There was a small increase in sponsorship from previous years, but we will need to step this up for 2020.

### **b) Vendors (Kelly, Tanner, Joe)**

- i. Joe spoke with all of the food vendors and two said they did not do very well;
- ii. The vendors were happy with the layout and the entertainment in the area to draw them in;
- iii. Joe will discuss with World's Finest Shows what vending they will have on site in the midway area so there is no confusion;
- iv. The Committee will look at including more variety by increasing marketing on vendors. The Committee will look at getting business cards so they can market vendors at other Festivals;
- v. Suggestions were made about vendor layouts, which will be reviewed for 2020;
- vi. Discussion took place regarding vendors being outside of their booths marketing people;
- vii. Research will occur to see how other Festivals handle vendor pricing and locations;
- viii. Discussion took place to have a "vendor day" where we can have any vendor come for a one day price. All of them still have the option to join for the rest of the Festival, but this could draw in other vendors. The other option is to not

target non-food vendors as they don't seem to have an interest in our Festival;  
and

- ix. The Committee will need to get the vendor applications out early in 2020 so we can try to market vendors before they go elsewhere.

**c) Parade (Jake, Kyle, Richard, Committee)**

- i. 37 participants in the parade this year;
- ii. Only two people participated in the bike parade, and withdrew once they arrived on site;
- iii. Pylons were certainly helpful in guiding people with their locations, but we need to be out there earlier to spread them out accordingly;
- iv. Sound system will need to have a place for 2020 if the BIA does not have a functioning downtown system. Maybe coordinate with their DJ since we had to set up and dismantle two different systems;
- v. Joe mentioned looking into increasing the float attendance through a \$1,000.00 donations to charity from the winner;
- vi. Discussion took place to have large inflatables; and
- vii. Possibly door to door at the businesses to market the parade.

**d) Entertainment and Attractions (Joe, Kim)**

- i) Main Stage
  - Acts were not very well attended due to rain and heat; and
  - Asphalt creates a very hot area, so The Committee is going to look at moving the entertainment stage to the beer tent area.
- ii) Secondary Stage
  - Having to set up and take down the equipment constantly is difficult for volunteers. A solution to this will be looked into for 2020.
- iii) Bavarian Gardens
  - Friday numbers were down due to weather, but the Saturday night was in line with previous year's attendance; and
  - Will look at having different bands for next year to change things up.

**iv) Kids Zone**

- Town staff worked very well in terms of entertainment and not requiring so many volunteers;
- Will look at having a larger tent inside the kid's zone rather than many smaller ones because we keep having tents damaged; and
- The monster mural was damaged due to rain, so Katie will contact the company to discuss.

**v) Attractions**

- Fun Fest Attractions (Thrills)
  - Zop: A Circus Bonanza – The act was good but it was not as exciting because it was more artsy and slow paced. Will need to look at different thrill activities/options.
  - Wrestling – Worked with Border City Brawlers this year and they had a great event. It was well attended and better than previous years for the same price as last year.
  - Fireworks – Positive reviews of the fireworks and they went off on time.
- Fun Fest Attractions (Family Friendly)
  - Zoo2U – Some complaints regarding the interaction/professionalism with the staff member, but the overall concept of having different animals was well received.
  - Youth Talent Show – Very well attended, one of the most popular events throughout the weekend. The addition of age categories really helped with the participants. The Committee will look at amending the time slot for 2020 to boost attendance further.
  - Watermelon Eating Contest – It was well attended and helped cool people down in the heat.
  - Pony Rides – Everything went well with the pony rides and people love that it is free.
- Third Party Attractions
  - BIA Downtown – Poor weather negatively affected the event.

- Kinger's Horseshoe Tournament – Would like to have more people involved so they will look at some options to boost attendance.
- Essex Legion Fun Fest Pickerel Dinner – No updates were received.
- Essex Fun Fest Flower Show (Essex and District Horticultural Society) – No updates were received.
- Train Puzzle/Train Movies (Essex Train Station) – No updates were received.
- Interdenominational Church Service – No updates were received but this will be the last year of the service due to retirement.
- Zumba – Went well and would like to pursue larger attendance for next year.
- Onyx Fitness – No updates were received.

## **8. Volunteers**

- a) The volunteer process seemed to run smoothly at this year's festival. Calling the volunteers multiple times before the weekend – once to pick volunteer position/time and another to confirm their time(s) closer to the festival – helped assure the volunteers would show. Jared suggests the same process be used for next year's festival;
- b) Overall, there was approximately 3 or 4 no shows throughout the weekend; a relatively low number when you consider the weather conditions and amount of volunteers we had. Jared recommends the new member looking after volunteers email an application to those that helped this year so individuals can directly pick the shift they want;
- c) In addition, the vendor/entertainer parking lot needs one or two more attendees next year. Cars were parked everywhere and we need to find reliable volunteers that can keep that area organized; and
- d) Jared would like to thank the Town of Essex Day Camp Staff for their help in the Kids Zone.

## **9. Admission Fees, Park Hours and Credentials**

- a) Credentials will be needed for parking areas so we can control access to who is in the parking lot.
- b) Joe will have to find out when we will have the Festival next year and we will have to consider if we will operate on the Thursday or not;



- c) The Committee will look at promoting the Access 2 card for people with disabilities; and
- d) The Committee will need to look at allowing water bottles in the park.

## **10. Parking**

- a) Parking is still a difficult thing to find due to the logistics, but The Committee will look for further options for next year to see if there are accommodations that we can have.

## **11. Amusement and Midway**

- a) One complaint took place and Joe has passed this off to World's Finest Shows;
- b) There were no porta-johns, seating or shaded areas in the midway section of the Festival, so Joe passed this info along; and
- c) 1301 tickets were sold in advance, which is up by 100 from last year.

## **12. Bavarian Gardens**

- a) Alcohol sales were down 15% from last year; this was due to the weather which negatively affected this on Friday night.

## **13. Security**

- a) OPP staff sergeant was very happy with how things were, but the OPP would like to see people funnelled out after they receive their food from the vendors post beer tent. There seems to be a lot of loitering which can lead to potential issues.

## **14. Financial**

- a) Approval of Bills

The below bills brought to the committee were approved:

Blackburn Radio	\$615.85
Bell Media Inc.	\$847.50
Central Sanitation	\$4,999.15
Lowes Printing	\$2,011.97
Neptune Security	\$1,527.76
Essex Free Press	\$546.88
Snapchat GeoFilter	\$135.00
Fortis Holiday Inn	\$278.52
Accurate Creations	\$94.92
Colenutt Signs	\$446.35

4Imprint	\$441.33
Joe Garon (Reimburse)	\$98.36
Pam McDermott (Reimburse)	\$179.47
Off Kilter Horse Show	\$904.00
Jangles the Clown	\$100.00
Mailboxx Music	\$250.00
World's Finest Shows	\$32,575.00
Lucier Fence	\$2,938.00
Essex Equipment Rental	\$67.50

Moved by Katie McGuire-Blais

Seconded by Councillor Kim Verbeek

**(FF19-07-035)** That the bills brought forward to the July 18<sup>th</sup> Fun Fest Meeting were approved for payment. "Carried"

## 15. Marketing and Social Media

- a) The Fun Fest Facebook, Twitter, and Instagram pages were very active leading up to and during the weekend. Facebook was used for the promotion of individual events and important updates. Twitter was used for important updates. Instagram was used to highlight the weekend activities and show off the festival;
- b) Having an active presence is the most important part of social media and I believe we were able to accomplish that to some degree. Jared recommends that next year the accounts continue to post actively and attempt to connect the festival with the community. This can be a fulltime position at times but an important one to continue growing the festival's following;
- c) A general social media strategy for this year was developed that can be used for years to come;
- d) Snapchat filter had almost 90,000 views with 1,800+ users;
- e) Festivals and Events Ontario gave the Essex Fun Fest the opportunity to take over their Instagram page over the weekend. 13 total posts were made to promote the schedule of events and highlight the weekend's activities. These posts reached their 700+ followers and was another way to promote the festival online. The takeover ran smoothly and Jared believes we used the opportunity the best we could; and

- f) The Committee would like to thank Laurie Beaten, the Fun Fest photographer, for her hard work over the weekend and posting the photos in a timely manner to make this takeover possible.

## **16. Operations and Site Management**

- a) ATM – This is going to be something to start working on now for next year; and
- b) More use of way-finding signage for next year so people know where to go for different activities.

## **17. New Business**

- a) There was no new business.

## **18. Next Meeting Date:**

- a) Meetings will resume in 2020. The first date will be sent out in December for the January meeting.

## **19. Adjournment:**

The meeting was adjourned at 8:20PM.

Moved by Ron McDermott

Seconded by Mike Janisse

**(FF19-07-036)** that the meeting be adjourn at 8:20PM. "Carried"

Joe Garon, Chair

Jake Morassut, Recording Secretary

# **Essex Accessibility Advisory Committee**

## **Meeting Minutes**

A meeting of the Essex Accessibility Advisory Committee (EAAC) was held on Thursday, June 27, 2019 in the large meeting room of the Essex Town Hall, 33 Talbot Street South, Essex, Ontario.

Chair, Richard Kokovai called the meeting to order at 9:00AM.

### **1. Roll Call**

#### **Present:**

Richard Kokovai, Chair  
Earl Brownell  
Geraldine Dozois  
Lisa Wallace, Vice Chair  
Claudette Gauthier  
Julia Welch

#### **Also Present:**

Jeffrey Morrison, Director, Corporate Services  
Jared Garon, Community Services Intern  
Alex Denonville, Manager, Communications  
Janice Aloisio, Committee Secretary

#### **Regrets:**

Ron McDermott  
Doug Sweet, Director, Community Services  
Steve Bjorkman, Councillor

## **2. Declarations of Conflict of Interest**

- There were no declarations of conflicts of Interest.

## **3. Adoption of Published Agenda**

- a. Regular Essex Accessibility Advisory Committee Agenda for June 27, 2019

Moved by: Geraldine Dozois

Seconded by: Lisa Wallace

**(EAAC19-06-015)** That the published agenda for the Thursday, June 27, 2019, regular meeting of the Essex Accessibility Advisory Committee be adopted as circulated.

**“Carried”**

## **4. Adoption of Minutes from May 2, 2019**

- a. Regular Essex Accessibility Advisory Committee Minutes for May 2, 2019

Moved by: Earl Brownell

Seconded by: Geraldine Dozois

**(EAAC19-06-016)** That the minutes of the regular Essex Accessibility Advisory Committee meeting held May 2, 2019, be adopted as circulated. **“Carried”**

## **5. Old Business**

### **a) Cross Walks Update**

- At the May 2, 2019 meeting, administration was asked to obtain an estimate cost to update lighted crosswalks with accessible pedestrian signals (APS) which would provide auditory, visual and tactile information at intersections;
- Jeffrey Morrison advised the committee that to upgrade/retrofit existing crosswalks, provided all infrastructure is there, estimated cost of \$10,000. per corner. If infrastructure is required, the estimated cost of \$20,000 - \$100,000 depending on what is required per corner. ‘Corner’ means all 4 spots at that corner.

Moved by: Lisa Wallace

Seconded by: Geraldine Dozois

**(EAAC19-06-017) Recommendation to Council** to direct town administration to review and report back on the feasibility of ensuring that on all future major and new renovations to municipal intersections with pedestrian crosswalks, and that all upgraded or retrofitted infrastructure include Accessible Pedestrian Signals (APS) that provide auditory, visual and tactile information technology. **“Carried”**

**b) Review and Comments from Attendance at the Discovery Ability Network Workshop held on May 16, 2019**

- Earl Brownell advised that he attended the workshop on May 16, 2019 at the Shaheen Room of the Essex Centre Sports Complex and that there were a very few in attendance and that it is potentially a very beneficial resource to both employers and those looking for employment.

**c) Ideas for Up-dated Multi-Year Plan Schedule “B”**

- Committee discussed concepts and plans they would like to see implemented in the updated Schedule B of the 2019-2024 Multi-Year Plan;
- Lisa and Richard will meet next week to review and finalize a list and forward final version to the Secretary to be incorporated in the updated plan.

**d) Update on Accessibility Changes for Town Community Improvement Plans**

- Jeff Watson, Policy Planner advised the committee that the application form for the CIP program has been updated to include a separate grant allocation for accessible entrance conversions.

Moved by: Lisa Wallace

Seconded by: Geraldine Dozois

**(EAAC19-06-018) Recommendation to Council** to direct town administration to provide more media promotion regarding the availability of grants with the Town's updated Community Improvement Plans and further provide this information to the proper contacts at the Harrow Chamber of Commerce and the Essex Centre Business Improvement so they can further promote the grant opportunities. **"Carried"**

a. EAAC Survey Result

- Alex Denonville, Manager, Communications for the Town attended the meeting and provided the committee with the results of the Accessible Survey which had been launched to the public and available at all town facilities at the end of May and concluded June 21, 2019;
- Fourteen online surveys were received and four hard copy surveys were submitted;
- Committee reviewed the results circulated by Alex and will have further detailed discussion at the next regular meeting.

Moved by: Julia Welch

Seconded by: Lisa Wallace

**(EAAC19-06-019) Recommendation to Council** to have Administration review and report back on the feasibility of adding a second handicap spot on King Street in Harrow across the street from the CIBC to enable better access to the downtown businesses in that area for seniors, particularly the bank, hairdressers and chiropractor. **"Carried"**

## 6. New Business

- a. Information regarding Rick Hansen Foundation as forwarded by Lisa Wallace email of May 24, 2019

- Discussion was had by committee with respect to the importance of what the Rick Hansen Foundation is doing in the fall by partnering-up with the Ontario Government to roll out a certification program which will provide accessibility ratings of businesses and public buildings by trained professionals;

Moved by: Lisa Wallace

Seconded by: Geraldine Dozois

**(EAAC19-06-020) Recommendation to Council** to direct Administration to select a qualified staff member to receive the Rick Hansen Foundation Accessibility Certification (RHFAC) Accessibility Assessor Training Course to become a RHFAC Professional Designation or alternatively, to send a letter to County Council to send one qualified professional from one of the local municipalities to take the RHFAC Accessibility Assessor Training Course in a cost-sharing initiative in order to have a local certified professional within the County that can better identify accessibility barriers within the local municipalities of the County. **“Carried”**

- Lisa further advised that she received notice for an ‘Accessibility Professional Network Conference’ scheduled in Toronto on October 31 to November 1, 2019 and inquired as to whether a committee member or staff would be able to attend; Jeff advised there is funding within the town budget should anyone wish to attend.

Moved by: Lisa Wallace

Seconded by: Geraldine Dozois

**(EAAC19-06-021) Recommendation to Council** to direct Administration to select and approve a committee member and or administration member to attend the October 31 to November 1 Accessibility Professional Network Conference in Toronto. **“Carried”**



## 7. Next Meeting Date

- Committee discussion was had regarding setting a date for the next meeting; and
- Committee decided that the next regular meeting would be held on Thursday, September 26, 2019 at 9:00 AM in the large committee room of the Essex Municipal Hall.

## 8. Adjournment

Moved by: Earl Brownell

Seconded by: Geraldine Dozois

**(EAAC19-06-022)** That this meeting adjourns at 9:50 AM. **“Carried”**

---

Richard Kokovai, Chair

---

Janice Aloisio, Secretary



## **May 2019 Bank Payments Report**

### Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for May 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49414	2613034	2613034 Ontario Ltd.	May 8, 2019	\$1,808.00
49415	AMA004	A.M.A. Horticulture Inc.	May 8, 2019	\$16.15
49416	ANN001	Annex Business Media	May 8, 2019	\$282.90
49417	BOU002	Boudreau, Daniel C.	May 8, 2019	\$43.77
49418	CAD002	Caduceon Enterprises Inc.	May 8, 2019	\$657.66
49419	CAR035	Carter, Kirk	May 8, 2019	\$43.77
49420	CCC002	Colonial Coffee Co. Ltd.	May 8, 2019	\$43.95
49421	CIN001	Cintas Canada Limited	May 8, 2019	\$87.38
49422	CIN004	Cintas Canada Limited	May 8, 2019	\$118.65
49423	CLB001	C.L. Benninger Equipment Ltd.	May 8, 2019	\$11,920.37
49424	COG001	Cogeco Payment Centre	May 8, 2019	\$225.88
49425	COR004	Corporate Billing Inc.	May 8, 2019	\$225.98
49426	CTS001	County Towing Inc.	May 8, 2019	\$231.40
49427	DAN010	Dane, Marshall	May 8, 2019	\$1,412.50
49428	DIA005	DIAS & DIAS ELECTRONICS	May 8, 2019	\$1,977.73
49429	DOM003	Domino's Pizza	May 8, 2019	\$130.93
49430	ELE008	Electrx Ltd	May 8, 2019	\$439.25
49431	ESS003	Essex Animal Hospital	May 8, 2019	\$75.00
49432	ESS012	Essex Equipment Rentals	May 8, 2019	\$71.19
49433	GRA040	Graybar Canada	May 8, 2019	\$83.27
49434	GYO002	Gyori Farms, Inc	May 8, 2019	\$378.55
49435	HEI007	Height Entertainment	May 8, 2019	\$3,750.19
49436	IMA003	Imaginative Imaging	May 8, 2019	\$1,322.10
49437	KEL015	Kelcom - Radio Division	May 8, 2019	\$2,778.67
49438	KNI006	Knights of Columbus Council 53	May 8, 2019	\$1,000.00
49439	LAK006	Lakeshore Paint and Supply	May 8, 2019	\$33.73
49440	LEN002	Len Taylor & Sons Ltd	May 8, 2019	\$778.01
49441	MAI010	Maidstone Tree Farm	May 8, 2019	\$1,290.18
49442	MAR098	Martin, Luke	May 8, 2019	\$43.77
49443	MIC006	Michelin North America (Canada	May 8, 2019	\$4,695.02
49444	MOT005	Motion Industries, (Canada) In	May 8, 2019	\$3,410.86
49445	MUN012	Munger Plumbing & Electric	May 8, 2019	\$3,834.71
49446	NJP001	N.J. Peralta Engineering Ltd	May 8, 2019	\$4,520.00
49447	PAR006	Parks & Recreation Ontario	May 8, 2019	\$1,535.60
49448	PAR028	The Party Rental Company	May 8, 2019	\$364.00
49449	PLA008	Plant Products Inc.	May 8, 2019	\$1,506.52
49450	PRA001	Praxair Canada Inc	May 8, 2019	\$365.22
49451	PRI025	Prieur, Kelly (Petty Cash)	May 8, 2019	\$432.00
49452	RAN007	Rand-Con Construction Inc.	May 8, 2019	\$3,955.00
49453	REY003	W H REYNOLDS CAMBRIDGE LTD	May 8, 2019	\$4,141.66
49454	SEX001	SEXAUER LTD	May 8, 2019	\$115.76
49455	SHI009	The Shield Fire and Security	May 8, 2019	\$830.53
49456	TSC002	TSC Stores LP	May 8, 2019	\$515.48
49457	TUR001	Turf Care Products Canada Limi	May 8, 2019	\$9,432.55
49458	TUR013	Turf Net Sports Supplies LTD.	May 8, 2019	\$2,008.01
49459	WAC002	Waco Equipment Repair	May 8, 2019	\$2,655.50
49460	WIN042	WINDSOR TENT & AWNING INC	May 8, 2019	\$4,385.53
49461	WIN077	Windsor Cancer Centre Foundati	May 14, 2019	\$1,000.00
49462	ESS108	Essex Pelee Island Coast Winer	May 14, 2019	\$2,000.00
49463	ESS063	Essex Community Services	May 15, 2019	\$1,000.00
49464	4IM001	4imprint, Inc.	May 16, 2019	\$1,209.24
49465	ANN001	Annex Business Media	May 16, 2019	\$225.14
49466	APP005	Applied Computer Solutions Inc	May 16, 2019	\$9,043.39
49467	ARG001	Argent, Sylene	May 16, 2019	\$129.77
49468	BAL023	Balsam, Francis	May 16, 2019	\$200.00
49469	BAR031	Barrette Excavating Inc.	May 16, 2019	\$73,700.98
49470	BRO047	Brocfarm Inc.	May 16, 2019	\$500.00
49471	CIN001	Cintas Canada Limited	May 16, 2019	\$87.38
49472	CIN004	Cintas Canada Limited	May 16, 2019	\$507.37
49473	COT006	Cottam Radiator	May 16, 2019	\$339.57
49474	CTS001	County Towing Inc.	May 16, 2019	\$186.17
49475	CTY001	The Corporation of the City of	May 16, 2019	\$225.44
49476	DAY002	Daytripping	May 16, 2019	\$3,034.05
49477	DOU004	Dougall Avenue Veterinary Hosp	May 16, 2019	\$300.00
49478	ERC001	Essex Region Conservation Auth	May 16, 2019	\$590.00



General Account Cheque Register for May 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49479	FLA002	The Flag Shop	May 16, 2019	\$282.50
49480	FUN001	Fundy Tactical & Uniforms Ltd.	May 16, 2019	\$649.63
49481	GIL008	Gillett Roofing Inc.	May 16, 2019	\$965.02
49482	GRA042	Gray, Odette	May 16, 2019	\$20.00
49483	GRE004	Greg Bailey Limited	May 16, 2019	\$7.19
49484	GSE002	G & S Equipment Rentals	May 16, 2019	\$766.14
49485	HDS001	HDS Canada Inc.	May 16, 2019	\$201.57
49486	MAN014	Managed Print Solutions	May 16, 2019	\$824.14
49487	MAS013	Masse, Joel	May 16, 2019	\$1,952.72
49488	MCB001	MC Business Solutions	May 16, 2019	\$136.73
49489	MYE002	Myers Truck & Trailer Repair	May 16, 2019	\$265.55
49490	NOA001	1522843 Ontario Ltd.	May 16, 2019	\$1,200.00
49491	PIL016	Pillon, Ric	May 16, 2019	\$352.00
49492	QUE001	Questica Inc.	May 16, 2019	\$14,650.70
49493	SHA022	Shaheen, Matt	May 16, 2019	\$1,800.00
49494	SOU033	South Howard Animal Clinic	May 16, 2019	\$75.00
49495	SUN010	Sunparlour Locksmiths Mobile S	May 16, 2019	\$444.09
49496	SWO003	SWOTC	May 16, 2019	\$900.00
49497	THO016	Thomson Reuters Canada	May 16, 2019	\$307.35
49498	TRO010	Troy Life & Fire Safety Ltd.	May 16, 2019	\$1,067.85
49499	TSC001	T.S. CONSTRUCTION	May 16, 2019	\$338.98
49500	TSC002	TSC Stores LP	May 16, 2019	\$64.40
49501	UNI015	United Rentals of Canada Inc.	May 16, 2019	\$850.82
49502	WAD001	Waddick Fuels	May 16, 2019	\$4,288.59
49503	WIN075	WindsoriteDOTca Inc.	May 16, 2019	\$1,130.00
49504	WOO001	Woodslee Baseball Association	May 16, 2019	\$200.00
49505	XER001	Xerox Canada	May 16, 2019	\$128.12
49506	DAN003	Danielle's Soft Ice Cream	May 21, 2019	\$143.60
49507	JST001	JST Construction	May 22, 2019	\$500.00
49508	2370851	2370851 Ontario Ltd.	May 22, 2019	\$1,177.87
49509	4IM001	4imprint, Inc.	May 22, 2019	\$422.54
49510	AIR004	Airvoix Communciations Inc	May 22, 2019	\$1,435.10
49511	AJS001	A. J. Stone Company Ltd.	May 22, 2019	\$2,385.59
49512	ANC001	Anchem Sales	May 22, 2019	\$911.35
49513	ANN001	Annex Business Media	May 22, 2019	\$463.30
49514	AON001	AOE Hewitt Inc.	May 22, 2019	\$3,955.00
49515	CIN001	Cintas Canada Limited	May 22, 2019	\$93.91
49516	CLS001	Canadian Linen and Uniform Ser	May 22, 2019	\$351.71
49517	COM008	Computer Plug Inc.	May 22, 2019	\$47.60
49518	COR004	Corporate Billing Inc.	May 22, 2019	\$251.98
49519	CUS003	CUSTOM ELECTRONICS & AUTOMATIO	May 22, 2019	\$1,259.95
49520	DEV006	Develotech Inc.	May 22, 2019	\$859.35
49521	ELK001	E.L.K. Solutions Inc	May 22, 2019	\$1,755.49
49522	ERC001	Essex Region Conservation Auth	May 22, 2019	\$500.00
49523	ERG001	Ergonow Incorporated	May 22, 2019	\$135.15
49524	ESS017	Essex Free Press	May 22, 2019	\$310.34
49525	ESS031	Essex County Steam & Gas Engin	May 22, 2019	\$230.00
49526	GLO004	Global Industrial Canada Inc.	May 22, 2019	\$1,030.71
49527	GUA004	Guardian Fence	May 22, 2019	\$6,983.40
49528	GYO002	Gyori Farms, Inc	May 22, 2019	\$189.84
49529	KEL015	Kelcom - Radio Division	May 22, 2019	\$2,778.67
49530	KRO002	H. KROEKER LAWN CARE	May 22, 2019	\$16,611.00
49531	LAK006	Lakeshore Paint and Supply	May 22, 2019	\$740.12
49532	LEA001	Leamington Equipment Rentals	May 22, 2019	\$333.58
49533	MER001	Merchants Paper Company Windso	May 22, 2019	\$256.27
49534	MIN001	Minister of Finance	May 22, 2019	\$278,449.00
49535	MYE002	Myers Truck & Trailer Repair	May 22, 2019	\$267.81
49536	RCW001	R C White Ltd.	May 22, 2019	\$18,058.53
49537	ROL004	Rollie's Rotary Ditching Inc.	May 22, 2019	\$21,107.00
49538	SAF002	Safedesign Apparel Ltd	May 22, 2019	\$4,212.95
49539	SHE005	Wilf Shepley Electrical & Plum	May 22, 2019	\$4,542.60
49540	SHR001	Shred-it International ULC	May 22, 2019	\$468.00
49541	SIM008	Simplistic Lines Inc	May 22, 2019	\$3,366.13
49542	SPE001	Speedprint Ltd.	May 22, 2019	\$621.50
49543	SPO007	SPORTSYSTEMS CANADA	May 22, 2019	\$186.27



General Account Cheque Register for May 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49544	SWA001	South West Area Recreation Gui	May 22, 2019	\$360.00
49545	TEA001	Team Truck Centres	May 22, 2019	\$93.47
49546	TUR001	Turf Care Products Canada Limi	May 22, 2019	\$215.14
49547	ULI002	ULINE CANADA CORPORATION	May 22, 2019	\$3,316.56
49548	VAN008	Evert Van Doorn Construction	May 22, 2019	\$2,251.28
49549	VER008	VERMEER CANADA INC	May 22, 2019	\$141.51
49550	WAD001	Waddick Fuels	May 22, 2019	\$374.80
49551	WAT007	Water & Ice North America Inc	May 22, 2019	\$75.71
49552	WIN016	Windsor-Essex County Humane So	May 22, 2019	\$450.00
49553	WIN075	WindsoriteDOTca Inc.	May 22, 2019	\$1,130.00
49554	WUR001	Wurth Canada Limited	May 22, 2019	\$127.92
49555	XER001	Xerox Canada	May 22, 2019	\$593.30
49556	SOU026	Soulliere, Randy	May 22, 2019	\$500.00
49557	JAB003	Jabbour, Camille	May 23, 2019	\$220.55
49558	LEC010	Lecavalier, Tina	May 24, 2019	\$1,097.55
49559	ESS063	Essex Community Services	May 24, 2019	\$1,000.00
49560	ESS044	Town of Essex	May 27, 2019	\$561.25
49561	AFF011	Affleck, Jay (Petty Cash)	May 30, 2019	\$282.50
49562	ALI003	Alift	May 30, 2019	\$903.88
49563	BKC001	B.K. Cornerstone	May 30, 2019	\$1,000.00
49564	BUN001	Bungalow Group	May 30, 2019	\$1,000.00
49565	CCC002	Colonial Coffee Co. Ltd.	May 30, 2019	\$23.61
49566	CCD001	Countryside Chrysler-Dodge Ltd	May 30, 2019	\$461.15
49567	CDW002	CDW Canada Inc.	May 30, 2019	\$1,594.71
49568	CLS001	Canadian Linen and Uniform Ser	May 30, 2019	\$111.16
49569	COL021	Colchester South & Harrow Agri	May 30, 2019	\$90.00
49570	COM008	Computer Plug Inc.	May 30, 2019	\$63.29
49571	DAR006	Darocy, Paul	May 30, 2019	\$500.00
49572	DEL010	DELL CANADA INC	May 30, 2019	\$172.89
49573	DRO011	Drouillard, Joe	May 30, 2019	\$40.00
49574	ELE008	Electrx Ltd	May 30, 2019	\$213.10
49575	FAZ004	Fazekas, Thomas	May 30, 2019	\$500.00
49576	GAG001	Gagnon Demolition Inc	May 30, 2019	\$750.00
49577	GIB010	Gibb, Bill	May 30, 2019	\$20.00
49578	GOP001	Gopher	May 30, 2019	\$247.23
49579	HOM005	Homes of Integrity	May 30, 2019	\$1,000.00
49580	MAC043	MacDonald, Heather	May 30, 2019	\$446.35
49581	MAL001	Malenfant, Dave	May 30, 2019	\$20.00
49582	MAR066	Marcuzzi, Dean	May 30, 2019	\$250.00
49583	MAT023	Matteis, Mark Philipp	May 30, 2019	\$1,000.00
49584	MCG023	McGuire-Blais, Katie	May 30, 2019	\$126.86
49585	OAP001	OAPSB	May 30, 2019	\$1,000.00
49586	ONT055	Ontario Small Urban Municipali	May 30, 2019	\$563.87
49587	PIT009	Pittao, Ann	May 30, 2019	\$500.00
49588	POL017	Pollmar Holdings Ltd.	May 30, 2019	\$20.00
49589	POP002	Pope, Matthew	May 30, 2019	\$500.00
49590	PRA001	Praxair Canada Inc	May 30, 2019	\$295.61
49591	REC003	Receiver General for Canada	May 30, 2019	\$41.00
49592	REN037	Renaud, Christopher	May 30, 2019	\$250.00
49593	ROB010	Robson, Susan	May 30, 2019	\$86.00
49594	ROT003	Rotary Club of Essex	May 30, 2019	\$3,518.65
49595	SAS003	Sassine, Charbel	May 30, 2019	\$900.00
49596	SOL004	SolarWinds	May 30, 2019	\$595.00
49597	THI010	Thinkdox Inc.	May 30, 2019	\$9,547.86
49598	TOW002	Town of Essex	May 30, 2019	\$180.00
49599	TOW007	Town of Tecumseh	May 30, 2019	\$76.28
49600	TOW010	Town of Essex	May 30, 2019	\$5,070.00
49601	TSC002	TSC Stores LP	May 30, 2019	\$152.52
49602	VAR002	Varga, Joseph	May 30, 2019	\$250.00
49603	XTI001	X-Tinguisher	May 30, 2019	\$623.43
EFT000699	AUT001	Auto Barn Parts	May 8, 2019	\$165.09
EFT000700	BOW001	Bowman, Morley	May 8, 2019	\$103.90
EFT000701	BRO041	Brown, Shelley	May 8, 2019	\$160.32
EFT000702	CAK001	Cakebread, Cynthia	May 8, 2019	\$165.53
EFT000703	CAR011	Carrier Centers	May 8, 2019	\$96.17





General Account Cheque Register for May 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT000704	CIM001	CIMCO Refrigeration	May 8, 2019	\$1,324.45
EFT000705	HOL001	Holland Cleaning Solutions Ltd	May 8, 2019	\$1,216.02
EFT000706	INT013	International Fabricating & Ma	May 8, 2019	\$395.50
EFT000707	LEK001	Lekter Industrial Services Inc	May 8, 2019	\$2,767.37
EFT000708	MOR025	Morrison, Jeffrey	May 8, 2019	\$349.24
EFT000709	NEL002	Nella Cutlery (Hamilton) Inc.	May 8, 2019	\$169.50
EFT000710	ONT016	Ontario Clean Water Agency	May 8, 2019	\$18,313.76
EFT000711	RCS001	RC Spencer Associates Inc.	May 8, 2019	\$15,322.80
EFT000712	REN002	Larry Renaud Ford & RV Sales	May 8, 2019	\$426.22
EFT000713	SNI001	Snively, Lawrence	May 8, 2019	\$167.04
EFT000714	STA007	Stationery & Stuff	May 8, 2019	\$14.43
EFT000715	SWE004	Sweet, Doug	May 8, 2019	\$410.06
EFT000716	VIK001	Viking Cives Ltd	May 8, 2019	\$130,695.80
EFT000717	WOL004	Wolseley Canada Inc	May 8, 2019	\$88.14
EFT000718	AGR002	Agris Co-Operative Ltd.	May 15, 2019	\$3,789.37
EFT000719	ALD002	Aldridge, Austin	May 15, 2019	\$425.45
EFT000720	BEZ001	Bezaire, Mike	May 15, 2019	\$9,026.81
EFT000721	COL001	Colenutt Signs Limited	May 15, 2019	\$484.77
EFT000722	EMP003	Empire Communications	May 15, 2019	\$2,376.19
EFT000723	EMP006	Empire Business Continuity Con	May 15, 2019	\$531.55
EFT000724	ESS084	Essex County K9 Services	May 15, 2019	\$632.80
EFT000725	FEE001	The Feed Store	May 15, 2019	\$339.46
EFT000726	GRE001	Great Lakes Safety Products	May 15, 2019	\$362.02
EFT000727	GRE005	Green Shield Canada	May 15, 2019	\$50,172.64
EFT000728	HAR060	Harrow Animal Hospital	May 15, 2019	\$330.00
EFT000729	HOL001	Holland Cleaning Solutions Ltd	May 15, 2019	\$311.47
EFT000730	KEL001	Kelcom - Windsor Copier Inc.	May 15, 2019	\$1,006.83
EFT000731	KEL011	Kelcom Wireless Ltd.	May 15, 2019	\$762.72
EFT000732	LAS001	Laser Art Inc	May 15, 2019	\$1,195.77
EFT000733	NEL002	Nella Cutlery (Hamilton) Inc.	May 15, 2019	\$67.80
EFT000734	PUR001	Purolator Inc.	May 15, 2019	\$98.04
EFT000735	REA016	Realtax Inc.	May 15, 2019	\$508.50
EFT000736	REG001	Reg Clark Truck Ltd	May 15, 2019	\$19,578.63
EFT000737	REN002	Larry Renaud Ford & RV Sales	May 15, 2019	\$64.41
EFT000738	RES002	Resurfice Corp.	May 15, 2019	\$810.10
EFT000739	ROO002	Rood Engineering	May 15, 2019	\$26,497.37
EFT000740	SEW003	The Sewing Shoppe	May 15, 2019	\$236.15
EFT000741	SIE006	Sieben, Brandi	May 15, 2019	\$557.94
EFT000742	SNY001	Snyder Automotive	May 15, 2019	\$2,539.01
EFT000743	SUN002	Sun Life Assurance Company of	May 15, 2019	\$13,994.36
EFT000744	VAL009	Valvoline Express Care	May 15, 2019	\$91.33
EFT000745	WIN010	Windsor-Essex County Humane So	May 15, 2019	\$50.00
EFT000746	BAR027	Barrette's Small Engines Inc.	May 22, 2019	\$6,107.09
EFT000747	CAN037	Canadian Diesel Services	May 22, 2019	\$3,478.06
EFT000748	CAR011	Carrier Centers	May 22, 2019	\$756.22
EFT000749	CED003	Cedar Signs	May 22, 2019	\$5,017.12
EFT000750	DOM002	DOMINION TREE SERVICE INC	May 22, 2019	\$15,141.99
EFT000751	EMC002	EMCO Corporation	May 22, 2019	\$393.24
EFT000752	EMP003	Empire Communications	May 22, 2019	\$124.30
EFT000753	ESO001	eSolutions Group	May 22, 2019	\$9,416.67
EFT000754	GRE003	Greater Essex County District	May 22, 2019	\$4,676.11
EFT000755	HDS001	HDS Canada Inc.	May 22, 2019	\$892.69
EFT000756	HER005	Hernandez Sanitation Services	May 22, 2019	\$1,440.75
EFT000757	HOL001	Holland Cleaning Solutions Ltd	May 22, 2019	\$235.41
EFT000758	JAC001	Jack's Auto Service	May 22, 2019	\$1,134.00
EFT000759	JEF003	Jeffrey, Ed	May 22, 2019	\$353.50
EFT000760	KEL001	Kelcom - Windsor Copier Inc.	May 22, 2019	\$143.44
EFT000761	KEN002	Ken Lapain & Sons Ltd.	May 22, 2019	\$608.41
EFT000762	LAS001	Laser Art Inc	May 22, 2019	\$81.82
EFT000763	LIF001	Lifesaving Society	May 22, 2019	\$811.05
EFT000764	MAR005	Mar-Co Clay Products Inc	May 22, 2019	\$1,729.63
EFT000765	REG001	Reg Clark Truck Ltd	May 22, 2019	\$12,044.65
EFT000766	SKY004	SkyMobile	May 22, 2019	\$1,309.52
EFT000767	SOU007	Southwestern Sales Corporation	May 22, 2019	\$1,994.45
EFT000768	VAL009	Valvoline Express Care	May 22, 2019	\$48.53



General Account Cheque Register for May 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT000769	VIK001	Viking Cives Ltd	May 22, 2019	\$215.78
EFT000770	WIN058	WINDSOR TIRE INC	May 22, 2019	\$164.44
EFT000771	WOL002	Wolf Hooker Professional Corpo	May 22, 2019	\$6,754.06
EFT000772	WOL004	Wolseley Canada Inc	May 22, 2019	\$1,857.01
EFT000773	WOR010	Work Authority	May 22, 2019	\$1,436.94
EFT000774	BEZ001	Bezaire, Mike	May 29, 2019	\$694.95
EFT000775	BOW001	Bowman, Morley	May 29, 2019	\$44.00
EFT000776	CAK001	Cakebread, Cynthia	May 29, 2019	\$243.83
EFT000777	CAR011	Carrier Centers	May 29, 2019	\$281.04
EFT000778	COL001	Colenutt Signs Limited	May 29, 2019	\$254.25
EFT000779	COM030	Commercial Cleaning Services	May 29, 2019	\$4,410.41
EFT000780	CUP001	Canadian Union of Public Emplo	May 29, 2019	\$2,749.72
EFT000781	DIE003	Diemer, Al	May 29, 2019	\$635.70
EFT000782	EMP003	Empire Communications	May 29, 2019	\$447.28
EFT000783	EMP006	Empire Business Continuity Con	May 29, 2019	\$531.55
EFT000784	ERI009	Erie North Shore Minor Hockey	May 29, 2019	\$345.00
EFT000785	GRA025	Grand & Toy	May 29, 2019	\$512.47
EFT000786	JAN005	Janisse, Chris	May 29, 2019	\$279.00
EFT000787	JOL001	Jolicoeur, Jason	May 29, 2019	\$697.09
EFT000788	KEL011	Kelcom Wireless Ltd.	May 29, 2019	\$508.48
EFT000789	KNI001	Knight, James	May 29, 2019	\$279.00
EFT000790	LIF001	Lifesaving Society	May 29, 2019	\$708.05
EFT000791	MCC027	McCoy, Matt	May 29, 2019	\$279.00
EFT000792	MON001	Monarch Office Supply Inc.	May 29, 2019	\$1,680.45
EFT000793	MOO007	Moore, Scott	May 29, 2019	\$275.00
EFT000794	OME001	OMERS	May 29, 2019	\$93,839.58
EFT000795	REN002	Larry Renaud Ford & RV Sales	May 29, 2019	\$778.77
EFT000796	SIL006	Silveira, Nelson	May 29, 2019	\$72.92
EFT000797	SKY004	SkyMobile	May 29, 2019	\$4,248.79
EFT000798	VAN029	Vander Doelen, Chris	May 29, 2019	\$336.59
EFT000799	VER014	Verbeek, Kim	May 29, 2019	\$68.09
EFT000800	VIC007	Vickerd, Josh	May 29, 2019	\$279.00
EFT000801	XMA001	Town of Essex Employees Christ	May 29, 2019	\$7,160.00
EFT000802	ESS019	Essex Home Hardware	May 30, 2019	\$2,106.14
EFT000803	HHH001	Harrow Home Hardware	May 30, 2019	\$1,040.11
Total Cheques				\$1,146,925.64



Preauthorized Payments for May 2019

Date	Vendor	Description	Amount
May 2, 2019	API Alarm Monitoring	Miscellaneous Payment	\$22.60
May 15, 2019	957590 Global Leasing 15	Bill Payment	\$319.89
May 21, 2019	Allstream	Bill Payment	\$64.52
May 21, 2019	Allstream	Bill Payment	\$64.52
May 21, 2019	Allstream	Bill Payment	\$66.16
May 21, 2019	Allstream	Bill Payment	\$117.80
May 22, 2019	Allstream	Bill Payment	\$61.13
May 22, 2019	Allstream	Bill Payment	\$68.08
May 22, 2019	Allstream	Bill Payment	\$110.68
May 22, 2019	Allstream	Bill Payment	\$165.95
May 24, 2019	Allstream	Bill Payment	\$60.96
May 24, 2019	Allstream	Bill Payment	\$60.96
May 24, 2019	Allstream	Bill Payment	\$70.00
May 24, 2019	Allstream	Bill Payment	\$71.81
May 30, 2019	Allstream	Bill Payment	\$61.64
May 30, 2019	Allstream	Bill Payment	\$93.32
May 30, 2019	Allstream	Bill Payment	\$257.08
May 3, 2019	Allstream	Bill Payment	\$45.36
May 3, 2019	Allstream	Bill Payment	\$45.61
May 23, 2019	Allstream	Bill Payment	\$45.50
May 15, 2019	BAM Fee	Lease Payment	\$14.20
May 1, 2019	Bell Canada	Bill Payment	\$88.06
May 2, 2019	Bell Canada	Bill Payment	\$382.47
May 13, 2019	Bell Canada	Bill Payment	\$148.33
May 21, 2019	Bell Canada	Bill Payment	\$68.79
May 21, 2019	Bell Canada	Bill Payment	\$226.96
May 23, 2019	Bell Canada	Bill Payment	\$93.71
May 23, 2019	Bell Canada	Bill Payment	\$99.15
May 23, 2019	Bell Canada	Bill Payment	\$118.54
May 23, 2019	Bell Canada	Bill Payment	\$147.36
May 23, 2019	Bell Canada	Bill Payment	\$202.17
May 27, 2019	Bell Canada	Bill Payment	\$68.79
May 27, 2019	Bell Canada	Bill Payment	\$88.06
May 27, 2019	Bell Canada	Bill Payment	\$88.06
May 27, 2019	Bell Canada	Bill Payment	\$88.06
May 27, 2019	Bell Canada	Bill Payment	\$88.06
May 27, 2019	Bell Canada	Bill Payment	\$161.62
May 2, 2019	Dell Finance	Lease Payment	\$87.21
May 21, 2019	Dell Finance	Lease Payment	\$164.77
May 27, 2019	Dell Finance	Lease Payment	\$2,491.03
May 16, 2019	Dell Finance	Lease Payment	\$699.44
May 15, 2019	Dell Finance	Lease Payment	\$240.67
May 16, 2019	ELK Energy	Bill Payment	\$11.78
May 16, 2019	ELK Energy	Bill Payment	\$17.48
May 16, 2019	ELK Energy	Bill Payment	\$17.48
May 16, 2019	ELK Energy	Bill Payment	\$18.32
May 16, 2019	ELK Energy	Bill Payment	\$18.56
May 16, 2019	ELK Energy	Bill Payment	\$19.49
May 16, 2019	ELK Energy	Bill Payment	\$19.49
May 16, 2019	ELK Energy	Bill Payment	\$19.49
May 16, 2019	ELK Energy	Bill Payment	\$19.49
May 16, 2019	ELK Energy	Bill Payment	\$19.89
May 16, 2019	ELK Energy	Bill Payment	\$20.49
May 16, 2019	ELK Energy	Bill Payment	\$20.74
May 16, 2019	ELK Energy	Bill Payment	\$23.57
May 16, 2019	ELK Energy	Bill Payment	\$23.61
May 16, 2019	ELK Energy	Bill Payment	\$26.48
May 16, 2019	ELK Energy	Bill Payment	\$27.47
May 16, 2019	ELK Energy	Bill Payment	\$29.74





Preauthorized Payments for May 2019

Date	Vendor	Description	Amount
May 16, 2019	ELK Energy	Bill Payment	\$37.51
May 16, 2019	ELK Energy	Bill Payment	\$38.50
May 16, 2019	ELK Energy	Bill Payment	\$39.76
May 16, 2019	ELK Energy	Bill Payment	\$39.81
May 16, 2019	ELK Energy	Bill Payment	\$40.48
May 16, 2019	ELK Energy	Bill Payment	\$41.28
May 16, 2019	ELK Energy	Bill Payment	\$43.26
May 16, 2019	ELK Energy	Bill Payment	\$46.13
May 16, 2019	ELK Energy	Bill Payment	\$46.13
May 16, 2019	ELK Energy	Bill Payment	\$68.16
May 16, 2019	ELK Energy	Bill Payment	\$77.19
May 16, 2019	ELK Energy	Bill Payment	\$80.47
May 16, 2019	ELK Energy	Bill Payment	\$80.47
May 16, 2019	ELK Energy	Bill Payment	\$80.49
May 16, 2019	ELK Energy	Bill Payment	\$81.14
May 16, 2019	ELK Energy	Bill Payment	\$81.14
May 16, 2019	ELK Energy	Bill Payment	\$87.42
May 16, 2019	ELK Energy	Bill Payment	\$98.38
May 16, 2019	ELK Energy	Bill Payment	\$99.89
May 16, 2019	ELK Energy	Bill Payment	\$102.07
May 16, 2019	ELK Energy	Bill Payment	\$102.07
May 16, 2019	ELK Energy	Bill Payment	\$104.69
May 16, 2019	ELK Energy	Bill Payment	\$126.74
May 16, 2019	ELK Energy	Bill Payment	\$158.12
May 16, 2019	ELK Energy	Bill Payment	\$172.24
May 16, 2019	ELK Energy	Bill Payment	\$179.24
May 16, 2019	ELK Energy	Bill Payment	\$208.96
May 16, 2019	ELK Energy	Bill Payment	\$216.08
May 16, 2019	ELK Energy	Bill Payment	\$235.51
May 16, 2019	ELK Energy	Bill Payment	\$353.82
May 16, 2019	ELK Energy	Bill Payment	\$411.89
May 16, 2019	ELK Energy	Bill Payment	\$456.74
May 16, 2019	ELK Energy	Bill Payment	\$559.05
May 16, 2019	ELK Energy	Bill Payment	\$566.64
May 16, 2019	ELK Energy	Bill Payment	\$732.59
May 16, 2019	ELK Energy	Bill Payment	\$1,219.26
May 16, 2019	ELK Energy	Bill Payment	\$1,224.57
May 16, 2019	ELK Energy	Bill Payment	\$1,962.03
May 16, 2019	ELK Energy	Bill Payment	\$4,299.22
May 16, 2019	ELK Energy	Bill Payment	\$8,325.15
May 16, 2019	ELK Energy	Bill Payment	\$8,532.63
May 16, 2019	ELK Energy	Bill Payment	\$9,144.20
May 16, 2019	ELK Energy	Bill Payment	\$10,233.09
May 16, 2019	ELK Energy	Bill Payment	\$26,666.58
May 27, 2019	Essex Power	Bill Payment	\$160.00
May 27, 2019	Essex Power	Bill Payment	\$534.49
May 6, 2019	Hydro One	Bill Payment	\$86.39
May 7, 2019	Hydro One	Bill Payment	\$245.86
May 7, 2019	Hydro One	Bill Payment	\$3,034.75
May 13, 2019	Hydro One	Bill Payment	\$4.23
May 13, 2019	Hydro One	Bill Payment	\$36.32
May 13, 2019	Hydro One	Bill Payment	\$359.10
May 14, 2019	Hydro One	Bill Payment	\$5,811.07
May 15, 2019	Hydro One	Bill Payment	\$1,851.94
May 21, 2019	Hydro One	Bill Payment	\$29.86
May 21, 2019	Hydro One	Bill Payment	\$29.86
May 21, 2019	Hydro One	Bill Payment	\$29.86
May 21, 2019	Hydro One	Bill Payment	\$30.12
May 21, 2019	Hydro One	Bill Payment	\$33.47
May 21, 2019	Hydro One	Bill Payment	\$196.2



Preauthorized Payments for May 2019

Date	Vendor	Description	Amount
May 21, 2019	Hydro One	Bill Payment	\$55.54
May 21, 2019	Hydro One	Bill Payment	\$60.57
May 21, 2019	Hydro One	Bill Payment	\$74.89
May 21, 2019	Hydro One	Bill Payment	\$85.01
May 21, 2019	Hydro One	Bill Payment	\$437.04
May 21, 2019	Hydro One	Bill Payment	\$538.57
May 21, 2019	Hydro One	Bill Payment	\$550.19
May 21, 2019	Hydro One	Bill Payment	\$6,175.20
May 22, 2019	Hydro One	Bill Payment	\$386.79
May 27, 2019	Hydro One	Bill Payment	\$34.40
May 27, 2019	Hydro One	Bill Payment	\$36.32
May 27, 2019	Hydro One	Bill Payment	\$71.83
May 27, 2019	Hydro One	Bill Payment	\$88.22
May 27, 2019	Hydro One	Bill Payment	\$88.32
May 27, 2019	Hydro One	Bill Payment	\$114.74
May 27, 2019	Hydro One	Bill Payment	\$220.83
May 27, 2019	Hydro One	Bill Payment	\$835.10
May 28, 2019	Hydro One	Bill Payment	\$45.89
May 28, 2019	Hydro One	Bill Payment	\$1,978.41
May 10, 2019	Ontario Clean Water	Miscellaneous Payment	\$87,699.08
May 17, 2019	Reliance Comfort	Bill Payment	\$33.90
May 23, 2019	Reliance Comfort	Bill Payment	\$28.70
May 24, 2019	Reliance Comfort	Bill Payment	\$51.30
May 28, 2019	Reliance Comfort	Bill Payment	\$28.70
May 29, 2019	Reliance Comfort	Bill Payment	\$16.95
May 29, 2019	Reliance Comfort	Bill Payment	\$28.70
May 29, 2019	Reliance Comfort	Bill Payment	\$159.10
May 27, 2019	Sepp Superpass	Bill Payment	\$515.11
May 21, 2019	Telus Mobility	Bill Payment	\$2,906.36
May 9, 2019	US Bank	Bill Payment	\$16,472.38
May 22, 2019	Union Gas Limited	Bill Payment	\$72.33
May 22, 2019	Union Gas Limited	Bill Payment	\$217.01
May 22, 2019	Union Gas Limited	Bill Payment	\$239.28
May 22, 2019	Union Gas Limited	Bill Payment	\$471.46
May 23, 2019	Union Gas Limited	Bill Payment	\$66.53
May 27, 2019	Union Gas Limited	Bill Payment	\$87.38
May 27, 2019	Union Gas Limited	Bill Payment	\$431.69
May 27, 2019	Union Gas Limited	Bill Payment	\$737.39
May 27, 2019	Union Gas Limited	Bill Payment	\$2,732.20
May 29, 2019	Union Gas Limited	Bill Payment	\$88.35
May 29, 2019	Union Gas Limited	Bill Payment	\$186.96
May 30, 2019	Union Gas Limited	Bill Payment	\$243.42
May 1, 2019	Union Gas Limited	Bill Payment	\$519.35
May 2, 2019	Union Gas Limited	Bill Payment	\$52.31
May 2, 2019	Union Gas Limited	Bill Payment	\$136.85
May 2, 2019	Union Gas Limited	Bill Payment	\$316.30
May 2, 2019	Union Gas Limited	Bill Payment	\$394.51
May 2, 2019	Union Gas Limited	Bill Payment	\$1,155.75
May 6, 2019	Union Gas Limited	Bill Payment	\$133.08
May 6, 2019	Union Gas Limited	Bill Payment	\$679.92
May 7, 2019	Union Gas Limited	Bill Payment	\$65.36
May 7, 2019	Union Gas Limited	Bill Payment	\$68.29
May 7, 2019	Union Gas Limited	Bill Payment	\$116.37
May 3, 2019	Union Water WBP	Bill Payment	\$33,325.04
May 24, 2019	Windsor Disposal Services Group	Miscellaneous Payment	\$203.91
May 24, 2019	Windsor Disposal Services Group	Miscellaneous Payment	\$56,152.27
Total Pre-Authorized Payments			\$316,707.19



Payroll for May 2019

Pay Week Ending	Pay Date	Amount
April 27, 2019	May 2, 2019	\$81,125.96
May 4, 2019	May 9, 2019	\$89,766.40
May 11, 2019	May 16, 2019	\$92,003.27
May 18, 2019	May 23, 2019	\$92,162.90
May 25, 2019	May 30, 2019	\$101,973.30
Council Remuneration	May 30, 2019	\$14,467.25
Total		\$471,499.08



## **June 2019 Bank Payments Report**

### Contents Include

General Account Cheque Register

Pre-Authorized Payments

Payroll



General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49604	ROT003	Rotary Club of Essex	June 4, 2019	\$1,000.00
49605	AMB003	Ambassador Bicycles Inc.	June 5, 2019	\$1,294.94
49606	RED006	Redline Inflatables	June 5, 2019	\$338.15
49607	AFF011	Affleck, Jay (Petty Cash)	June 5, 2019	\$649.75
49608	POT002	Pottle, Christian	June 6, 2019	\$40.00
49609	AIR001	Air Liquide Canada Inc.	June 7, 2019	\$411.03
49610	ALI003	Alift	June 7, 2019	\$805.07
49611	ANN001	Annex Business Media	June 7, 2019	\$3,024.57
49612	AQU001	Aquam Inc	June 7, 2019	\$508.39
49613	BIG001	Big Beaver Ice & Coffee Co.	June 7, 2019	\$364.50
49614	CAM025	Campeau Construction	June 7, 2019	\$250.00
49615	CCD001	Countryside Chrysler-Dodge Ltd	June 7, 2019	\$1,204.69
49616	CIN001	Cintas Canada Limited	June 7, 2019	\$1,144.08
49617	CLS001	Canadian Linen and Uniform Ser	June 7, 2019	\$374.85
49618	COG001	Cogeco Payment Centre	June 7, 2019	\$126.72
49619	COT006	Cottam Radiator	June 7, 2019	\$1,441.80
49620	CUL001	Culligan Water	June 7, 2019	\$94.68
49621	DEL030	Delaware Pump & Parts Ltd.	June 7, 2019	\$1,992.72
49622	DEL031	DeLaet, Colin	June 7, 2019	\$200.00
49623	DOM003	Domino's Pizza	June 7, 2019	\$247.20
49624	ENV003	Environmental Defence Canada I	June 7, 2019	\$625.00
49625	ERI001	Erie Sand & Gravel Ltd.	June 7, 2019	\$159.05
49626	ERI007	Erie Accent Pools & Spas	June 7, 2019	\$500.00
49627	ESS017	Essex Free Press	June 7, 2019	\$1,215.86
49628	ESS067	Essex Optimist Soccer League	June 7, 2019	\$98.00
49629	FAM004	Family Funtime Publishing	June 7, 2019	\$111.87
49630	FRY001	Fryer, Owen	June 7, 2019	\$1,251.54
49631	GYO002	Gyori Farms, Inc	June 7, 2019	\$28.25
49632	HAR001	The Harrow News & County Print	June 7, 2019	\$40.00
49633	HRD002	HRDownloads Inc	June 7, 2019	\$559.35
49634	ICE004	Iceco Advanced Arena Products	June 7, 2019	\$1,271.93
49635	LAB018	Dr. Laba-Kaczmarek Medical Gro	June 7, 2019	\$3,500.00
49636	MAR070	Marks Supply Inc	June 7, 2019	\$604.14
49637	MCC028	McCandless, Russell	June 7, 2019	\$200.00
49638	MCM008	McMahon, Christopher	June 7, 2019	\$500.00
49639	MED007	Medeiros, Cesar	June 7, 2019	\$500.00
49640	MUN012	Munger Plumbing & Electric	June 7, 2019	\$3,875.36
49641	NAS006	Nascimento, Gordon	June 7, 2019	\$1,000.00
49642	NEP003	Neptune Security Services Inc	June 7, 2019	\$5,207.04
49643	PHA004	Phaneuf, Ryan	June 7, 2019	\$250.00
49644	PLA008	Plant Products Inc.	June 7, 2019	\$330.53
49645	PLA009	Playcheck Services Inc.	June 7, 2019	\$3,390.00
49646	RAN007	Rand-Con Construction Inc.	June 7, 2019	\$15,000.75
49647	RIC017	Rick Davis Promotions Inc.	June 7, 2019	\$1,695.00
49648	RIG006	Riggs, Jennifer	June 7, 2019	\$200.00
49649	RIV019	Rivard Animal Hospital	June 7, 2019	\$75.00
49650	SAR005	Sarah Parks Horsemanship	June 7, 2019	\$350.00
49651	SHE005	Wilf Shepley Electrical & Plum	June 7, 2019	\$393.24
49652	SHR001	Shred-it International ULC	June 7, 2019	\$150.30
49653	STE004	Stewart Gilbert Limited	June 7, 2019	\$414.52
49654	SUM003	Summit Windsor Floor & Wall	June 7, 2019	\$542.17
49655	TEC004	Technical Standards & Safety A	June 7, 2019	\$333.35
49656	TOW001	TOWN OF AMHERSTBURG	June 7, 2019	\$2,697.81
49657	TOW002	Town of Essex	June 7, 2019	\$60.00
49658	TOW011	Town of Lakeshore	June 7, 2019	\$752.71
49659	TRE004	Tremblar Building Supplies	June 7, 2019	\$1,412.50
49660	TSC002	TSC Stores LP	June 7, 2019	\$132.40
49661	URE003	Ure-tech Surfaces Inc.	June 7, 2019	\$5,229.68
49662	VAN028	Van Doorn, Evert	June 7, 2019	\$1,000.00
49663	VEH001	Vehicle Venture	June 7, 2019	\$480.97
49664	WAD001	Waddick Fuels	June 7, 2019	\$7,361.68
49665	WAY006	Wayne Mills Consulting	June 7, 2019	\$250.00
49666	XER001	Xerox Canada	June 7, 2019	\$66.38
49667	COG001	Cogeco Payment Centre	June 11, 2019	\$117.61
49668	AIR004	Airvoix Communciations Inc	June 14, 2019	\$1,495.10



General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49669	2206711	2206711 Ontario Ltd.	June 14, 2019	\$16,957.95
49670	AJS001	A. J. Stone Company Ltd.	June 14, 2019	\$2,785.74
49671	ALL029	Alliston Equipment Ltd.	June 14, 2019	\$543.22
49672	BDO001	BDO Canada LLP	June 14, 2019	\$22,600.00
49673	BEL017	Bell Canada-Public Access	June 14, 2019	\$56.50
49674	BIZ001	Biz X Magazine	June 14, 2019	\$2,034.00
49675	BLA013	Blackburn Radio Inc.	June 14, 2019	\$2,212.09
49676	CAD002	Caduceon Enterprises Inc.	June 14, 2019	\$162.72
49677	CAR030	Cardinal Couriers Ltd	June 14, 2019	\$39.55
49678	CCC002	Colonial Coffee Co. Ltd.	June 14, 2019	\$43.95
49679	CIN001	Cintas Canada Limited	June 14, 2019	\$96.19
49680	CIN004	Cintas Canada Limited	June 14, 2019	\$4,897.42
49681	CLS001	Canadian Linen and Uniform Ser	June 14, 2019	\$777.70
49682	COD001	Code 4 Fire & Rescue	June 14, 2019	\$20,453.00
49683	COG001	Cogeco Payment Centre	June 14, 2019	\$101.64
49684	COR004	Corporate Billing Inc.	June 14, 2019	\$3,867.26
49685	COT006	Cottam Radiator	June 14, 2019	\$22.60
49686	CUL001	Culligan Water	June 14, 2019	\$31.58
49687	DEL010	DELL CANADA INC	June 14, 2019	\$2,678.10
49688	DIE009	Diemer, Theresa	June 14, 2019	\$20.00
49689	DUL001	Dulux - PPG Architectural Coat	June 14, 2019	\$919.31
49690	FLU001	Fluid Basics Inc	June 14, 2019	\$999.26
49691	FUN001	Fundy Tactical & Uniforms Ltd.	June 14, 2019	\$316.35
49692	GAR003	Garon, Joe	June 14, 2019	\$343.93
49693	GFL001	GFL Environmental Inc.	June 14, 2019	\$41.11
49694	GHE001	G. H. Enterprises	June 14, 2019	\$107.35
49695	GRA040	Graybar Canada	June 14, 2019	\$30.49
49696	GYO002	Gyori Farms, Inc	June 14, 2019	\$255.38
49697	LAN018	Langlois, Aaron	June 14, 2019	\$250.00
49698	MAI010	Maidstone Tree Farm	June 14, 2019	\$913.04
49699	MAL014	Malenfant, Logan	June 14, 2019	\$250.00
49700	MUN012	Munger Plumbing & Electric	June 14, 2019	\$53,796.42
49701	MUR008	Mursall, Cayla	June 14, 2019	\$250.00
49702	PAT001	PAT DANIHER TOPSOIL	June 14, 2019	\$516.98
49703	PEA001	Pearsall, Marshall, Halliwill	June 14, 2019	\$395.50
49704	PRA001	Praxair Canada Inc	June 14, 2019	\$224.76
49705	RCW001	R C White Ltd.	June 14, 2019	\$48,480.25
49706	REC001	Receiver General	June 14, 2019	\$1,378.00
49707	RED006	Redline Inflatables	June 14, 2019	\$450.87
49708	SAF002	Safedesign Apparel Ltd	June 14, 2019	\$22,396.60
49709	SAL005	The Salvation Army	June 14, 2019	\$6,612.31
49710	SCL001	Stantec	June 14, 2019	\$33,381.18
49711	SHE005	Wilf Shepley Electrical & Plum	June 14, 2019	\$310.61
49712	SOU033	South Howard Animal Clinic	June 14, 2019	\$75.00
49713	SOU041	Southpoint Equipment	June 14, 2019	\$276.83
49714	SPA001	Spartan Sling Mfg.	June 14, 2019	\$410.80
49715	TEA001	Team Truck Centres	June 14, 2019	\$632.87
49716	TRE004	Tremblar Building Supplies	June 14, 2019	\$778.01
49717	TSC002	TSC Stores LP	June 14, 2019	\$90.50
49718	VEH001	Vehicle Venture	June 14, 2019	\$553.70
49719	VER003	Verhaegen Stubberfield Hartley	June 14, 2019	\$1,350.72
49720	WAL024	Walker Aggregates Inc.	June 14, 2019	\$655.41
49721	XER001	Xerox Canada	June 14, 2019	\$622.68
49722	ZOO002	Zoo2You	June 14, 2019	\$655.40
49723	WOL001	WOLF HOOKER PROFESSIONAL	June 19, 2019	\$81,449.22
49724	ABB006	Abbruzzese, Jack	June 19, 2019	\$500.00
49725	ATL001	Atlas Productions (Ontario) In	June 19, 2019	\$2,923.87
49726	BEA014	Beaten, Laurie	June 19, 2019	\$400.00
49727	BON022	Bonadonna, John-Paul	June 19, 2019	\$250.00
49728	CHE012	Chemello, Diego	June 19, 2019	\$750.00
49729	COP006	Coppola, Frank	June 19, 2019	\$1,200.00
49730	DAN010	Dane, Marshall	June 19, 2019	\$1,412.50
49731	DES025	Destroyer Promotions	June 19, 2019	\$1,299.00
49732	DIL004	Dileva, Bill	June 19, 2019	\$600.00
49733	ESS014	Essex Firemen's Association	June 19, 2019	\$1,220.00





General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49734	EXI001	Exit 31	June 19, 2019	\$500.00
49735	EZE001	EZE Riders	June 19, 2019	\$350.00
49736	GRA044	Grant, Cameron	June 19, 2019	\$1,500.00
49737	HAT001	Hatt, Jim	June 19, 2019	\$100.00
49738	HEI007	Height Entertainment	June 19, 2019	\$3,750.19
49739	KHD001	K & H Distributing	June 19, 2019	\$3,390.00
49740	LIV002	Live Production Group	June 19, 2019	\$339.00
49741	OUE013	Ouellette, Ryan (DJ Rye)	June 19, 2019	\$350.00
49742	PAR028	The Party Rental Company	June 19, 2019	\$1,178.45
49743	PIN003	Pindus, Michael	June 19, 2019	\$500.00
49744	RAF003	Raffoul, Jody	June 19, 2019	\$3,390.00
49745	SAR005	Sarah Parks Horsemanship	June 19, 2019	\$1,113.35
49746	SOU037	Sounds Plus	June 19, 2019	\$1,243.00
49747	SUN004	Sun Parlour Pipes & Drums	June 19, 2019	\$800.00
49748	TEM002	Temperate Control Services Inc	June 19, 2019	\$593.25
49749	TYM001	Tymec, Rob	June 19, 2019	\$150.00
49750	VAB001	Vabs Stages	June 19, 2019	\$2,164.00
49751	WIL037	William A. Imeson	June 19, 2019	\$1,412.50
49752	WIN011	Windsor Optimist Youth Band	June 19, 2019	\$900.00
49753	ZOO002	Zoo2You	June 19, 2019	\$1,096.10
49754	BRO041	Brown, Shelley	June 20, 2019	\$750.00
49755	TOW002	Town of Essex	June 20, 2019	\$3,480.00
49756	TOW002	Town of Essex	June 20, 2019	\$2,443.00
49757	ACC004	Access Doors N More Inc	June 20, 2019	\$180.80
49758	AFF001	Affleck Sheet Metal	June 20, 2019	\$1,645.28
49759	ALP005	Alpha Signs & Printing	June 20, 2019	\$244.08
49760	ATH003	Athletica Sport Systems Inc.	June 20, 2019	\$1,217.01
49761	BEL017	Bell Canada-Public Access	June 20, 2019	\$56.50
49762	CAR019	Cardinal Services Group	June 20, 2019	\$283.46
49763	CLS001	Canadian Linen and Uniform Ser	June 20, 2019	\$111.16
49764	COG001	Cogeco Payment Centre	June 20, 2019	\$126.72
49765	COM015	Community Safety Net	June 20, 2019	\$847.50
49766	CON002	Conseil scolaire catholique Pr	June 20, 2019	\$71,017.47
49767	CON004	Conseil Scolaire Viamonde	June 20, 2019	\$9,986.40
49768	CTY002	County of Essex	June 20, 2019	\$2,387,101.66
49769	CUL001	Culligan Water	June 20, 2019	\$61.80
49770	DUL001	Dulux - PPG Architectural Coat	June 20, 2019	\$480.59
49771	ELK001	E.L.K. Solutions Inc	June 20, 2019	\$2,509.45
49772	ESS044	Town of Essex	June 20, 2019	\$308.25
49773	GEO001	Georgian Bay Fire & Safety Ltd	June 20, 2019	\$814.51
49774	GOL001	Golder Associates Ltd.	June 20, 2019	\$1,197.55
49775	HAR001	The Harrow News & County Print	June 20, 2019	\$1,165.60
49776	KEL015	Kelcom - Radio Division	June 20, 2019	\$2,778.67
49777	LEN002	Len Taylor & Sons Ltd	June 20, 2019	\$713.59
49778	MIN001	Minister of Finance	June 20, 2019	\$278,449.00
49779	MUN012	Munger Plumbing & Electric	June 20, 2019	\$1,772.60
49780	OAK003	Oakley, James & Elizabeth	June 20, 2019	\$20.00
49781	OLI005	Oliver Marketing	June 20, 2019	\$124.30
49782	PRA001	Praxair Canada Inc	June 20, 2019	\$547.94
49783	RAV001	Ravenhill Group Inc.	June 20, 2019	\$8,435.59
49784	REF001	Refac Industrial Contractors	June 20, 2019	\$22.60
49785	RIC016	Richardson, Heather	June 20, 2019	\$39.54
49786	SOU041	Southpoint Equipment	June 20, 2019	\$73.89
49787	TOR004	Toromont Industries Ltd	June 20, 2019	\$54.83
49788	TOW002	Town of Essex	June 20, 2019	\$64,058.58
49789	TSC002	TSC Stores LP	June 20, 2019	\$19.21
49790	UTI001	Util-Equip Manufacturing Inc.	June 20, 2019	\$3,923.93
49791	WIN022	Windsor-Essex Catholic Distric	June 20, 2019	\$311,933.14
49792	WIN075	WindsoriteDOTca Inc.	June 20, 2019	\$1,130.00
49793	WUR001	Wurth Canada Limited	June 20, 2019	\$120.68
49794	XER001	Xerox Canada	June 20, 2019	\$81.92
49795	PRI023	Prieur, Kelly	June 26, 2019	\$25,000.00
49796	ERC001	Essex Region Conservation Auth	June 27, 2019	\$500.00
49797	ACC004	Access Doors N More Inc	June 27, 2019	\$5,401.40
49798	AFF011	Affleck, Jay (Petty Cash)	June 27, 2019	\$282.50



General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
49799	AJS001	A. J. Stone Company Ltd.	June 27, 2019	\$782.06
49800	BAS012	Bas, Rose	June 27, 2019	\$40.00
49801	BOE005	Boese, Pedro Harder	June 27, 2019	\$250.00
49802	CAR019	Cardinal Services Group	June 27, 2019	\$3,564.14
49803	CLS001	Canadian Linen and Uniform Ser	June 27, 2019	\$111.16
49804	COR004	Corporate Billing Inc.	June 27, 2019	\$1,784.05
49805	COU023	CountrySide Drilling Ltd.	June 27, 2019	\$4,407.00
49806	CTR001	Canadian Tire #172	June 27, 2019	\$2,050.97
49807	CTY001	The Corporation of the City of	June 27, 2019	\$18,894.98
49808	DUL001	Dulux - PPG Architectural Coat	June 27, 2019	\$764.84
49809	FOU008	Fournier, Stephen & Deborah	June 27, 2019	\$20.00
49810	GIL008	Gillett Roofing Inc.	June 27, 2019	\$7,080.58
49811	GYO002	Gyori Farms, Inc	June 27, 2019	\$289.28
49812	LAC007	Lacasse Spg	June 27, 2019	\$84.52
49813	LAW010	Lawns R Us	June 27, 2019	\$1,231.70
49814	LOW003	Lowes Color Cards & Printing	June 27, 2019	\$2,011.97
49815	MAX004	Maximum Exposure Signs & Graph	June 27, 2019	\$503.13
49816	MUN012	Munger Plumbing & Electric	June 27, 2019	\$1,887.36
49817	NOA001	1522843 Ontario Ltd.	June 27, 2019	\$1,000.00
49818	PRI027	Primeau, Robert	June 27, 2019	\$500.00
49819	SAF002	Safedesign Apparel Ltd	June 27, 2019	\$2,768.23
49820	SEX001	SEXAUER LTD	June 27, 2019	\$160.91
49821	SHR001	Shred-it International ULC	June 27, 2019	\$150.30
49822	SIM008	Simplistic Lines Inc	June 27, 2019	\$1,572.96
49823	SOU026	Soulliere, Randy	June 27, 2019	\$250.00
49824	STA029	St. Antoine, Linda	June 27, 2019	\$250.00
49825	STE004	Stewart Gilbert Limited	June 27, 2019	\$446.35
49826	STR017	Stryker Canada LP	June 27, 2019	\$131.08
49827	TEC004	Technical Standards & Safety A	June 27, 2019	\$108.00
49828	TUR001	Turf Care Products Canada Limi	June 27, 2019	\$120.51
49829	VEH001	Vehicle Venture	June 27, 2019	\$29.70
49830	VOL007	Vollans, Mackenzie	June 27, 2019	\$800.00
49831	XER001	Xerox Canada	June 27, 2019	\$133.03
49832	YAC002	Yaciuk, Elizabeth	June 27, 2019	\$20.00
EFT000804	AGR002	Agris Co-Operative Ltd.	June 7, 2019	\$5,829.03
EFT000805	AUG003	Auger, Robert	June 7, 2019	\$117.16
EFT000806	AUT001	Auto Barn Parts	June 7, 2019	\$421.59
EFT000807	BEA002	Beausoleil, Richard	June 7, 2019	\$41.76
EFT000808	BEZ001	Bezaire, Mike	June 7, 2019	\$5,851.51
EFT000809	BLA011	Black & McDonald Limited	June 7, 2019	\$67.80
EFT000810	BOW001	Bowman, Morley	June 7, 2019	\$275.14
EFT000811	CAR011	Carrier Centers	June 7, 2019	\$403.99
EFT000812	CIM001	CIMCO Refrigeration	June 7, 2019	\$765.10
EFT000813	COM030	Commercial Cleaning Services	June 7, 2019	\$7,406.27
EFT000814	CTS001	County Towing Inc.	June 7, 2019	\$124.30
EFT000815	DEL013	Delta Power Equipment	June 7, 2019	\$1,643.62
EFT000816	EMC002	EMCO Corporation	June 7, 2019	\$958.21
EFT000817	ESS084	Essex County K9 Services	June 7, 2019	\$2,542.50
EFT000818	EVA001	Evans Utility & Municipal Prod	June 7, 2019	\$145.21
EFT000819	FEE001	The Feed Store	June 7, 2019	\$172.78
EFT000820	FOR001	Forest Machine & Mfg. Inc	June 7, 2019	\$45.20
EFT000821	GES002	Geschiere, Elise	June 7, 2019	\$51.04
EFT000822	GRE001	Great Lakes Safety Products	June 7, 2019	\$747.26
EFT000823	HDS001	HDS Canada Inc.	June 7, 2019	\$746.24
EFT000824	HOL001	Holland Cleaning Solutions Ltd	June 7, 2019	\$1,390.55
EFT000825	HUR007	Hurricane SMS Inc.	June 7, 2019	\$4,113.20
EFT000826	JAC001	Jack's Auto Service	June 7, 2019	\$1,413.56
EFT000827	JUT001	Jutzi Water Technologies	June 7, 2019	\$288.15
EFT000828	KEL001	Kelcom - Windsor Copier Inc.	June 7, 2019	\$1,228.31
EFT000829	KEN002	Ken Lapain & Sons Ltd.	June 7, 2019	\$2,077.55
EFT000830	LAS001	Laser Art Inc	June 7, 2019	\$45.99
EFT000831	LEK001	Lekter Industrial Services Inc	June 7, 2019	\$202.27
EFT000832	LIF001	Lifesaving Society	June 7, 2019	\$1,141.45
EFT000833	MLS001	M & L Supply Fire & Safety	June 7, 2019	\$527.26
EFT000834	MON001	Monarch Office Supply Inc.	June 7, 2019	\$5,999.69





General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT000835	MOO007	Moore, Scott	June 7, 2019	\$128.00
EFT000836	OEC001	OE Canada Inc.	June 7, 2019	\$192.10
EFT000837	ONT026	Ontario One Call Ltd	June 7, 2019	\$207.54
EFT000838	REA016	Realtax Inc.	June 7, 2019	\$6,260.20
EFT000839	ROO002	Rood Engineering	June 7, 2019	\$19,491.37
EFT000840	SIE006	Sieben, Brandi	June 7, 2019	\$73.80
EFT000841	SUN010	Sunparlour Locksmiths Mobile S	June 7, 2019	\$372.05
EFT000842	VOL001	E.R. Vollans Ltd.	June 7, 2019	\$3,359.66
EFT000843	WIN010	Windsor-Essex County Humane So	June 7, 2019	\$615.00
EFT000844	WOL004	Wolseley Canada Inc	June 7, 2019	\$1,424.41
EFT000845	WOR010	Work Authority	June 7, 2019	\$264.40
EFT000846	AGR002	Agris Co-Operative Ltd.	June 14, 2019	\$1,957.30
EFT000847	ALL015	All Lined Up	June 14, 2019	\$7,910.00
EFT000848	ANC002	Anchor Doors & Service Inc	June 14, 2019	\$336.18
EFT000849	APP005	Applied Computer Solutions Inc	June 14, 2019	\$5,531.58
EFT000850	AUT001	Auto Barn Parts	June 14, 2019	\$124.51
EFT000851	BAR003	Barron, Jack	June 14, 2019	\$111.36
EFT000852	BEZ001	Bezaire, Mike	June 14, 2019	\$1,389.90
EFT000853	BTE001	BT Engineering Inc.	June 14, 2019	\$11,732.23
EFT000854	CAN037	Canadian Diesel Services	June 14, 2019	\$2,198.44
EFT000855	CAR011	Carrier Centers	June 14, 2019	\$2,614.81
EFT000856	CED003	Cedar Signs	June 14, 2019	\$5,161.32
EFT000857	CTS001	County Towing Inc.	June 14, 2019	\$183.34
EFT000858	EMP003	Empire Communications	June 14, 2019	\$5,458.75
EFT000859	ESS030	Essex Windsor Solid Waste Auth	June 14, 2019	\$60,234.68
EFT000860	ESS084	Essex County K9 Services	June 14, 2019	\$2,135.70
EFT000861	EVA001	Evans Utility & Municipal Prod	June 14, 2019	\$22,004.28
EFT000862	FEE001	The Feed Store	June 14, 2019	\$923.10
EFT000863	FES001	Festival Tent & Party Rentals	June 14, 2019	\$227.13
EFT000864	GAR015	Garon, Jared	June 14, 2019	\$103.24
EFT000865	GIR011	Aubin, Sarah	June 14, 2019	\$107.42
EFT000866	GRA025	Grand & Toy	June 14, 2019	\$70.13
EFT000867	GRE001	Great Lakes Safety Products	June 14, 2019	\$68.26
EFT000868	GRE005	Green Shield Canada	June 14, 2019	\$50,208.82
EFT000869	HDS001	HDS Canada Inc.	June 14, 2019	\$331.37
EFT000870	HEA002	Heaton Sanitation	June 14, 2019	\$1,087.06
EFT000871	HOL001	Holland Cleaning Solutions Ltd	June 14, 2019	\$374.82
EFT000872	HUR007	Hurricane SMS Inc.	June 14, 2019	\$8,723.60
EFT000873	INT013	International Fabricating & Ma	June 14, 2019	\$73.45
EFT000874	JAC001	Jack's Auto Service	June 14, 2019	\$3,462.31
EFT000875	JEF003	Jeffrey, Ed	June 14, 2019	\$240.00
EFT000876	JOL001	Jolicoeur, Jason	June 14, 2019	\$99.76
EFT000877	JUT001	Jutzi Water Technologies	June 14, 2019	\$96.05
EFT000878	KEN002	Ken Lapain & Sons Ltd.	June 14, 2019	\$771.19
EFT000879	LAS001	Laser Art Inc	June 14, 2019	\$91.76
EFT000880	LIF001	Lifesaving Society	June 14, 2019	\$964.50
EFT000881	MON001	Monarch Office Supply Inc.	June 14, 2019	\$1,655.45
EFT000882	MOR009	Morassut, Jake	June 14, 2019	\$250.00
EFT000883	OLS002	Olsen, John	June 14, 2019	\$34.00
EFT000884	ONT016	Ontario Clean Water Agency	June 14, 2019	\$21,943.93
EFT000885	PRE012	Preview Inspections & Consulti	June 14, 2019	\$904.00
EFT000886	PUR001	Purolator Inc.	June 14, 2019	\$89.51
EFT000887	RCA001	RCAP Leasing Inc.	June 14, 2019	\$84.12
EFT000888	RCS001	RC Spencer Associates Inc.	June 14, 2019	\$2,447.86
EFT000889	SIL006	Silveira, Nelson	June 14, 2019	\$480.92
EFT000890	SKY004	SkyMobile	June 14, 2019	\$339.00
EFT000891	SNI001	Snively, Lawrence	June 14, 2019	\$364.24
EFT000892	SOU007	Southwestern Sales Corporation	June 14, 2019	\$1,888.51
EFT000893	STA007	Stationery & Stuff	June 14, 2019	\$798.07
EFT000894	STI007	Stinson Equipment	June 14, 2019	\$208.73
EFT000895	SUN002	Sun Life Assurance Company of	June 14, 2019	\$13,834.80
EFT000896	SUN010	Sunparlour Locksmiths Mobile S	June 14, 2019	\$96.32
EFT000897	SWE004	Sweet, Doug	June 14, 2019	\$466.03
EFT000898	TUZ001	Tuzlova, Tanya	June 14, 2019	\$446.35
EFT000899	VER014	Verbeek, Kim	June 14, 2019	\$125.46



General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT000900	VIK001	Viking Cives Ltd	June 14, 2019	\$3,404.11
EFT000901	WAS004	Waste Connections of Canada In	June 14, 2019	\$860.50
EFT000902	WAT002	Watson & Associates Economists	June 14, 2019	\$2,572.73
EFT000903	WAV002	Wave Direct Telecommunications	June 14, 2019	\$455.70
EFT000904	WIN058	WINDSOR TIRE INC	June 14, 2019	\$383.56
EFT000905	WOL002	Wolf Hooker Professional Corpo	June 14, 2019	\$7,461.60
EFT000906	WOL004	Wolseley Canada Inc	June 14, 2019	\$749.96
EFT000907	120001	1206662 Ontario Ltd	June 20, 2019	\$12,596.05
EFT000908	ANC002	Anchor Doors & Service Inc	June 20, 2019	\$96.05
EFT000909	BEZ001	Bezaire, Mike	June 20, 2019	\$3,766.66
EFT000910	BJO001	Bjorkman, Stephen	June 20, 2019	\$662.97
EFT000911	CED003	Cedar Signs	June 20, 2019	\$4,635.03
EFT000912	CUP001	Canadian Union of Public Emplo	June 20, 2019	\$3,330.44
EFT000913	DEL009	Dell Computer Corporation	June 20, 2019	\$64.41
EFT000914	EMP006	Empire Business Continuity Con	June 20, 2019	\$531.55
EFT000915	FES001	Festival Tent & Party Rentals	June 20, 2019	\$227.13
EFT000916	GRA025	Grand & Toy	June 20, 2019	\$328.38
EFT000917	GRE001	Great Lakes Safety Products	June 20, 2019	\$302.12
EFT000918	GRE003	Greater Essex County District	June 20, 2019	\$857,415.47
EFT000919	HAL015	Haller Mechanical Contractors	June 20, 2019	\$232.85
EFT000920	HDS001	HDS Canada Inc.	June 20, 2019	\$288.13
EFT000921	HOL001	Holland Cleaning Solutions Ltd	June 20, 2019	\$200.10
EFT000922	JAC001	Jack's Auto Service	June 20, 2019	\$220.37
EFT000923	JUT001	Jutzi Water Technologies	June 20, 2019	\$96.05
EFT000924	KEN002	Ken Lapain & Sons Ltd.	June 20, 2019	\$74.72
EFT000925	LAS001	Laser Art Inc	June 20, 2019	\$105.66
EFT000926	LIF001	Lifesaving Society	June 20, 2019	\$253.85
EFT000927	NEP002	Nepszy, Chris	June 20, 2019	\$711.66
EFT000928	OME001	OMERS	June 20, 2019	\$117,438.00
EFT000929	REG001	Reg Clark Truck Ltd	June 20, 2019	\$8,267.67
EFT000930	SOU016	Sound Barriers	June 20, 2019	\$922.65
EFT000931	SUN010	Sunparlour Locksmiths Mobile S	June 20, 2019	\$108.59
EFT000932	TAN003	Tang, Kam Yui	June 20, 2019	\$216.00
EFT000933	VOL001	E.R. Vollans Ltd.	June 20, 2019	\$230.86
EFT000934	WAV002	Wave Direct Telecommunications	June 20, 2019	\$690.07
EFT000935	WIN005	WFS Ltd	June 20, 2019	\$32.72
EFT000936	WOL004	Wolseley Canada Inc	June 20, 2019	\$1,417.37
EFT000937	XMA001	Town of Essex Employees Christ	June 20, 2019	\$3,480.00
EFT000938	AGR002	Agris Co-Operative Ltd.	June 27, 2019	\$2,903.21
EFT000939	AIR001	Air Liquide Canada Inc.	June 27, 2019	\$17.16
EFT000940	BEZ001	Bezaire, Mike	June 27, 2019	\$2,152.65
EFT000941	CAN037	Canadian Diesel Services	June 27, 2019	\$660.60
EFT000942	CAR011	Carrier Centers	June 27, 2019	\$846.96
EFT000943	CED003	Cedar Signs	June 27, 2019	\$66.27
EFT000944	CIM001	CIMCO Refrigeration	June 27, 2019	\$765.10
EFT000945	COM030	Commercial Cleaning Services	June 27, 2019	\$5,446.60
EFT000946	ERI009	Erie North Shore Minor Hockey	June 27, 2019	\$984.50
EFT000947	ESS019	Essex Home Hardware	June 27, 2019	\$1,051.26
EFT000948	ESS084	Essex County K9 Services	June 27, 2019	\$2,542.50
EFT000949	FEE001	The Feed Store	June 27, 2019	\$354.38
EFT000950	GRE001	Great Lakes Safety Products	June 27, 2019	\$212.81
EFT000951	GRE003	Greater Essex County District	June 27, 2019	\$5,118.28
EFT000952	HAM010	Hamilton, Nathan	June 27, 2019	\$56.84
EFT000953	HHH001	Harrow Home Hardware	June 27, 2019	\$1,154.60
EFT000954	HOL001	Holland Cleaning Solutions Ltd	June 27, 2019	\$1,006.71
EFT000955	HUR007	Hurricane SMS Inc.	June 27, 2019	\$678.00
EFT000956	JAC001	Jack's Auto Service	June 27, 2019	\$203.00
EFT000957	LEK001	Lekter Industrial Services Inc	June 27, 2019	\$1,273.51
EFT000958	LIF001	Lifesaving Society	June 27, 2019	\$301.50
EFT000959	NEP003	Neptune Security Services Inc	June 27, 2019	\$4,881.60
EFT000960	PLA008	Plant Products Inc.	June 27, 2019	\$320.00
EFT000961	RCS001	RC Spencer Associates Inc.	June 27, 2019	\$1,186.50
EFT000962	REA016	Realtax Inc.	June 27, 2019	\$791.00
EFT000963	REG001	Reg Clark Truck Ltd	June 27, 2019	\$8,976.93
EFT000964	REN002	Larry Renaud Ford & RV Sales	June 27, 2019	\$96.17



General Account Cheque Register for June 2019

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Amount
EFT000965	ROO002	Rood Engineering	June 27, 2019	\$20,101.57
EFT000966	ROS002	Ross, David	June 27, 2019	\$284.75
EFT000967	SEC002	Security One Alarm Systems Ltd	June 27, 2019	\$993.03
EFT000968	SWE004	Sweet, Doug	June 27, 2019	\$704.12
EFT000969	TEA001	Team Truck Centres	June 27, 2019	\$1,363.00
EFT000970	VAL009	Valvoline Express Care	June 27, 2019	\$78.51
EFT000971	WIN010	Windsor-Essex County Humane So	June 27, 2019	\$1,625.00
EFT000972	WOL002	Wolf Hooker Professional Corpo	June 27, 2019	\$4,393.23
Total Cheques				\$5,133,389.46



Preauthorized Payments for June 2019

Date	Vendor	Description	Amount
June 4, 2019	API Alarm Monitoring	Miscellaneous Payment	\$22.60
June 17, 2019	957590 Global Leasing 15	Bill Payment	\$319.89
June 18, 2019	Allstream	Bill Payment	\$64.52
June 18, 2019	Allstream	Bill Payment	\$64.52
June 18, 2019	Allstream	Bill Payment	\$66.16
June 18, 2019	Allstream	Bill Payment	\$117.80
June 21, 2019	Allstream	Bill Payment	\$61.87
June 21, 2019	Allstream	Bill Payment	\$68.08
June 21, 2019	Allstream	Bill Payment	\$110.68
June 21, 2019	Allstream	Bill Payment	\$165.75
June 25, 2019	Allstream	Bill Payment	\$60.96
June 25, 2019	Allstream	Bill Payment	\$60.96
June 25, 2019	Allstream	Bill Payment	\$70.00
June 25, 2019	Allstream	Bill Payment	\$71.81
June 26, 2019	Allstream	Bill Payment	\$45.61
June 17, 2019	BAM Fee	Lease Payment	\$11.30
June 3, 2019	Bell Canada	Bill Payment	\$88.06
June 3, 2019	Bell Canada	Bill Payment	\$382.47
June 13, 2019	Bell Canada	Bill Payment	\$148.33
June 19, 2019	Bell Canada	Bill Payment	\$68.79
June 19, 2019	Bell Canada	Bill Payment	\$226.96
June 24, 2019	Bell Canada	Bill Payment	\$93.71
June 24, 2019	Bell Canada	Bill Payment	\$103.89
June 24, 2019	Bell Canada	Bill Payment	\$120.80
June 24, 2019	Bell Canada	Bill Payment	\$149.62
June 24, 2019	Bell Canada	Bill Payment	\$211.78
June 25, 2019	Bell Canada	Bill Payment	\$68.79
June 25, 2019	Bell Canada	Bill Payment	\$88.06
June 25, 2019	Bell Canada	Bill Payment	\$88.06
June 25, 2019	Bell Canada	Bill Payment	\$88.06
June 25, 2019	Bell Canada	Bill Payment	\$88.06
June 25, 2019	Bell Canada	Bill Payment	\$88.06
June 25, 2019	Bell Canada	Bill Payment	\$161.61
June 24, 2019	Cogeco Connexion	Bill Payment	\$571.75
June 24, 2019	Cogeco Connexion	Bill Payment	\$131.45
June 24, 2019	Cogeco Connexion	Bill Payment	\$696.54
June 24, 2019	Cogeco Connexion	Bill Payment	\$101.64
June 3, 2019	Dell Finance	Lease Payment	\$87.21
June 26, 2019	Dell Finance	Lease Payment	\$2,491.03
June 17, 2019	Dell Finance	Lease Payment	\$463.05
June 20, 2019	Dell Finance	Lease Payment	\$2,407.93
June 17, 2019	Dell Finance	Lease Payment	\$699.44
June 6, 2019	Dell Finance	Lease Payment	\$124.71
June 21, 2019	Dell Finance	Lease Payment	\$164.77
June 17, 2019	ELK Energy	Bill Payment	\$13.34
June 17, 2019	ELK Energy	Bill Payment	\$18.56
June 17, 2019	ELK Energy	Bill Payment	\$18.61
June 17, 2019	ELK Energy	Bill Payment	\$19.44
June 17, 2019	ELK Energy	Bill Payment	\$19.49
June 17, 2019	ELK Energy	Bill Payment	\$19.49
June 17, 2019	ELK Energy	Bill Payment	\$19.49
June 17, 2019	ELK Energy	Bill Payment	\$20.48
June 17, 2019	ELK Energy	Bill Payment	\$20.69
June 17, 2019	ELK Energy	Bill Payment	\$21.10
June 17, 2019	ELK Energy	Bill Payment	\$22.81
June 17, 2019	ELK Energy	Bill Payment	\$23.04
June 17, 2019	ELK Energy	Bill Payment	\$23.95
June 17, 2019	ELK Energy	Bill Payment	\$26.33
June 17, 2019	ELK Energy	Bill Payment	\$28.55
June 17, 2019	ELK Energy	Bill Payment	\$29.68



Preauthorized Payments for June 2019

Date	Vendor	Description	Amount
June 17, 2019	ELK Energy	Bill Payment	\$30.37
June 17, 2019	ELK Energy	Bill Payment	\$38.40
June 17, 2019	ELK Energy	Bill Payment	\$39.35
June 17, 2019	ELK Energy	Bill Payment	\$39.76
June 17, 2019	ELK Energy	Bill Payment	\$39.76
June 17, 2019	ELK Energy	Bill Payment	\$42.45
June 17, 2019	ELK Energy	Bill Payment	\$44.38
June 17, 2019	ELK Energy	Bill Payment	\$56.25
June 17, 2019	ELK Energy	Bill Payment	\$65.32
June 17, 2019	ELK Energy	Bill Payment	\$72.20
June 17, 2019	ELK Energy	Bill Payment	\$89.19
June 17, 2019	ELK Energy	Bill Payment	\$89.54
June 17, 2019	ELK Energy	Bill Payment	\$91.11
June 17, 2019	ELK Energy	Bill Payment	\$94.55
June 17, 2019	ELK Energy	Bill Payment	\$100.91
June 17, 2019	ELK Energy	Bill Payment	\$104.42
June 17, 2019	ELK Energy	Bill Payment	\$113.02
June 17, 2019	ELK Energy	Bill Payment	\$113.02
June 17, 2019	ELK Energy	Bill Payment	\$119.59
June 17, 2019	ELK Energy	Bill Payment	\$133.10
June 17, 2019	ELK Energy	Bill Payment	\$149.63
June 17, 2019	ELK Energy	Bill Payment	\$170.47
June 17, 2019	ELK Energy	Bill Payment	\$170.92
June 17, 2019	ELK Energy	Bill Payment	\$186.81
June 17, 2019	ELK Energy	Bill Payment	\$345.63
June 17, 2019	ELK Energy	Bill Payment	\$347.20
June 17, 2019	ELK Energy	Bill Payment	\$414.13
June 17, 2019	ELK Energy	Bill Payment	\$509.03
June 17, 2019	ELK Energy	Bill Payment	\$582.26
June 17, 2019	ELK Energy	Bill Payment	\$658.18
June 17, 2019	ELK Energy	Bill Payment	\$717.90
June 17, 2019	ELK Energy	Bill Payment	\$1,075.57
June 17, 2019	ELK Energy	Bill Payment	\$2,096.54
June 17, 2019	ELK Energy	Bill Payment	\$3,651.12
June 17, 2019	ELK Energy	Bill Payment	\$4,575.24
June 17, 2019	ELK Energy	Bill Payment	\$8,687.01
June 17, 2019	ELK Energy	Bill Payment	\$9,023.98
June 17, 2019	ELK Energy	Bill Payment	\$9,224.08
June 17, 2019	ELK Energy	Bill Payment	\$26,340.70
June 5, 2019	Hydro One	Bill Payment	\$79.46
June 10, 2019	Hydro One	Bill Payment	\$209.28
June 10, 2019	Hydro One	Bill Payment	\$2,745.91
June 11, 2019	Hydro One	Bill Payment	\$5.10
June 11, 2019	Hydro One	Bill Payment	\$37.44
June 11, 2019	Hydro One	Bill Payment	\$380.31
June 12, 2019	Hydro One	Bill Payment	\$4,626.16
June 12, 2019	Hydro One	Bill Payment	\$7,082.83
June 17, 2019	Hydro One	Bill Payment	\$30.91
June 17, 2019	Hydro One	Bill Payment	\$30.91
June 17, 2019	Hydro One	Bill Payment	\$44.06
June 17, 2019	Hydro One	Bill Payment	\$50.70
June 17, 2019	Hydro One	Bill Payment	\$61.98
June 17, 2019	Hydro One	Bill Payment	\$80.58
June 17, 2019	Hydro One	Bill Payment	\$369.85
June 17, 2019	Hydro One	Bill Payment	\$656.68
June 17, 2019	Hydro One	Bill Payment	\$6,758.46
June 18, 2019	Hydro One	Bill Payment	\$30.91
June 18, 2019	Hydro One	Bill Payment	\$86.80
June 24, 2019	Hydro One	Bill Payment	\$30.12
June 24, 2019	Hydro One	Bill Payment	\$106.01





Preauthorized Payments for June 2019

Date	Vendor	Description	Amount
June 24, 2019	Hydro One	Bill Payment	\$34.76
June 24, 2019	Hydro One	Bill Payment	\$36.32
June 24, 2019	Hydro One	Bill Payment	\$103.68
June 24, 2019	Hydro One	Bill Payment	\$128.42
June 24, 2019	Hydro One	Bill Payment	\$139.17
June 24, 2019	Hydro One	Bill Payment	\$191.24
June 24, 2019	Hydro One	Bill Payment	\$415.45
June 24, 2019	Hydro One	Bill Payment	\$453.68
June 24, 2019	Hydro One	Bill Payment	\$471.16
June 24, 2019	Hydro One	Bill Payment	\$538.57
June 25, 2019	Hydro One	Bill Payment	\$63.47
June 26, 2019	Hydro One	Bill Payment	\$2,634.63
June 10, 2019	Ontario Clean Water	Miscellaneous Payment	\$87,699.08
June 19, 2019	Reliance Comfort	Bill Payment	\$33.90
June 25, 2019	Reliance Comfort	Bill Payment	\$22.60
June 25, 2019	Reliance Comfort	Bill Payment	\$28.70
June 27, 2019	Reliance Comfort	Bill Payment	\$28.70
June 28, 2019	Reliance Comfort	Bill Payment	\$16.95
June 28, 2019	Reliance Comfort	Bill Payment	\$28.70
June 28, 2019	Reliance Comfort	Bill Payment	\$159.10
June 26, 2019	Sepp Superpass	Bill Payment	\$619.91
June 18, 2019	Telus Mobility	Bill Payment	\$2,972.47
June 11, 2019	US Bank	Bill Payment	\$24,372.85
June 3, 2019	Union Gas Limited	Bill Payment	\$43.29
June 3, 2019	Union Gas Limited	Bill Payment	\$61.40
June 3, 2019	Union Gas Limited	Bill Payment	\$89.94
June 3, 2019	Union Gas Limited	Bill Payment	\$237.84
June 3, 2019	Union Gas Limited	Bill Payment	\$261.21
June 3, 2019	Union Gas Limited	Bill Payment	\$477.19
June 4, 2019	Union Gas Limited	Bill Payment	\$64.27
June 4, 2019	Union Gas Limited	Bill Payment	\$564.05
June 6, 2019	Union Gas Limited	Bill Payment	\$45.55
June 6, 2019	Union Gas Limited	Bill Payment	\$71.33
June 6, 2019	Union Gas Limited	Bill Payment	\$100.25
June 24, 2019	Union Gas Limited	Bill Payment	\$44.82
June 24, 2019	Union Gas Limited	Bill Payment	\$68.28
June 24, 2019	Union Gas Limited	Bill Payment	\$138.87
June 24, 2019	Union Gas Limited	Bill Payment	\$162.57
June 25, 2019	Union Gas Limited	Bill Payment	\$41.18
June 26, 2019	Union Gas Limited	Bill Payment	\$204.77
June 27, 2019	Union Gas Limited	Bill Payment	\$23.73
June 27, 2019	Union Gas Limited	Bill Payment	\$191.84
June 27, 2019	Union Gas Limited	Bill Payment	\$1,786.01
June 7, 2019	Union Water WBP	Bill Payment	\$33,374.42
June 20, 2019	Windsor Disposal Services Group	Miscellaneous Payment	\$178.13
June 20, 2019	Windsor Disposal Services Group	Miscellaneous Payment	\$56,217.76
Total Pre-Authorized Payments			\$321,446.75



Payroll for June 2019

Pay Week Ending	Pay Date	Amount
June 1, 2019	June 6, 2019	\$96,129.45
June 8, 2019	June 13, 2019	\$95,721.07
Firefighter Pay	June 13, 2019	\$53,355.43
June 15, 2019	June 20, 2019	\$93,032.46
June 22, 2019	June 27, 2019	\$93,410.31
Council Remuneration	June 27, 2019	\$16,477.32
Total		\$448,126.04

# **The Corporation of the Town of Essex**

## **By-Law Number 1824**

### **Being a by-law to provide for Sydenham Street Drain (East Side) and Bagot Street Drain (West Side) (Petition for Drainage) Part of Lots 11, 12 & 13, Registered Plan 18, Geographic Twp. Of Colchester South, Project REI2015D036, 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 Sydenham Street Drain (East Side) and Bagot Street Drain (West Side) (Petition for Drainage) Part of Lots 11, 12 & 13, Registered Plan 18, Geographic Twp. Of Colchester South, Project REI2015D036, 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** a drainage report dated April 10, 2019 and considered by the Drainage Board at its May 21, 2019 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;

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

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

1. That the considered report dated April 10, 2019 and attached hereto as Schedule A to this By-law is hereby adopted and the said drainage works and/or improvements as therein indicated and set forth is 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 \$184,200.00, the amount necessary for the construction of the said drainage works.



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

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

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

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

**Read a first and a second time and provisionally adopted on June 3, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally passed on**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **The Corporation of the Town of Essex**

### **By-Law Number 1840**

#### **Being a by-law to confirm the proceedings of the July 15, 2019, 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 July 15, 2019 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 July 15, 2019 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 July 15, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally adopted on August 6, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# **The Corporation of the Town of Essex**

## **By-Law Number 1838**

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

**Whereas** Section 224(d) of the Municipal Act, 2001, S.O. 2001, c.25 and amendments thereto provides that one of the roles of Council is to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;

**And whereas**, Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto provides that it is the role of the officers and employees of the municipality;

- a) to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;
- b) to undertake research and provide advice to Council on the policies and programs of the municipality; and
- c) to carry out other duties required under this or any Act and other duties assigned by the municipality.

**And whereas**, the Town of Essex is desirous of appointing a Director, Infrastructure Services; to carry out and perform the duties assigned therein by the Municipality.

**Now therefore** be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the appointment of Chris Gainham as Director, Infrastructure Services for the Corporation of the Town of Essex be endorsed and confirmed; and
2. For the purposes of terms and conditions of employment, the effective date of appointment shall be July 22, 2019; and
3. That this By-Law shall come into full force and effect upon the final passage thereof.

**Read a first, a second and a third time and finally passed on July 15, 2019**

---

Mayor

---

Clerk

# **The Corporation of the Town of Essex**

## **By-Law Number 1844**

### **Being a by-law to confirm the proceedings of the August 6, 2019, 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 August 6, 2019 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 August 6, 2019 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 August 6, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally adopted on August 19, 2019.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk