



Regular Council Meeting Agenda

May 22, 2018, 6:00 pm
Essex Civic Centre
360 Fairview Avenue West
Essex, Ontario

Pages

1. Call to Order
2. Closed Meeting Report
3. Declarations of Conflict of Interest
4. Adoption of Published Agenda
 - 4.1 Regular Council Meeting Agenda for May 22, 2018

That the published agenda for the May 22, 2018 Regular Council Meeting, be adopted as presented / amended.
5. Adoption of Minutes
 - 5.1 Regular Council Meeting Minutes for May 7, 2018 1

That the minutes of the Regular Council Meeting held May 7, 2018 be adopted as circulated.
 - 5.2 Special Council Meeting Minutes for March 26, 2018 15

That the minutes of the Special Council Meeting held March 26, 2018 to consider Corporate Services Report 2018-04 and Zoning By-Law Amendments at 80 Maidstone Avenue West and 106 Talbot Street North, be adopted as circulated.
 - 5.3 Special Council Meeting Minutes for February 26, 2018 20

That the minutes of the Special Council Meeting held February 26, 2018 for a Statutory Public Meeting on the expansion of the Colchester Community Improvement Plan (CIP), be adopted as circulated.
 - 5.4 Special Council Meeting Minutes for December 18, 2017 24

That the minutes of the Special Council Meeting held December 18, 2017 to present and obtain public input on a proposed amendment to By-Law 1344, the Imposition of Development Charges for the Town of Essex, be adopted as circulated.
 - 5.5 Court of Revision Meeting Minutes for August 8, 2017 27

That the minutes of the Court of Revision held August 8, 2017 for Malden Road Drain and Extension - Bridge for Richard and Kimberly Myers, be adopted as circulated.
 - 5.6 Consideration of Report Meeting Minutes for July 4, 2017 29

That the minutes of the Consideration of Report Meeting held July 4,

2017 to consider the report for the Malden Road Drain and Extension - Bridge for Richard and Kimberly Myers, be adopted as circulated.

5.7 Court of Revision Meeting Minutes for June 19, 2017 31

That the minutes of the Court of Revision meeting held June 19, 2017 to hear appeals regarding the Schedule of Assessments for Malden Road and Brush Sideroad Drain and Malden Road Drain and Extension - Bridge for Davidson and Update Maintenance Schedules, be adopted as circulated.

5.8 Court of Revision Meeting Minutes for May 1, 2017 35

That the February 21, 2017 Court of Revision reconvened on May 1, 2017 to hear appeals regarding the amended Schedule of Assessments for Southwest Branch of the Shepley Drain - Repair and Improvement Snake Lane to Gore Road, be adopted as circulated.

5.9 Consideration of Report Meeting Minutes for April 18, 2017 39

That the minutes of the Consideration of Report Meeting held April 18, 2017 to consider the report for Malden Road and Brush Side Road Drain and Malden Road Drain and Extension - Bridge for Davidson and Updated Maintenance Schedule, be adopted as circulated.

5.10 Court of Revision Meeting Minutes for February 21, 2017 42

That the minutes of the Court of Revision held February 21, 2017 to hear appeals regarding the Schedule of Assessments for the Southwest Branch of Shepley Drain - Repair and Improvement Snake Lane to Gore Road, be adopted as circulated.

6. Public Presentations

6.1 Community Heritage Medal 46

This medal will be presented to the Heritage Committee by Dr. Robert Nelson, University of Windsor History Department.

7. Unfinished Business

7.1 Workplace Assessment of Essex Fire and Rescue Services 47

At the April 3, 2018 Regular Council Meeting, Council passed the following resolution:

15.1.2 Councillor Rogers

RE: That upon receipt of the executive summary of the workplace assessment of Essex Fire and Rescue Services that Council be provided the opportunity to review the original document in its entirety prior to implementation of any proposed changes or actions, preceded by the signing of a confidentiality agreement by each Council Member.

Moved by Councillor Rogers

Seconded by Councillor Voakes

(R18-04-159) That upon receipt of the executive summary of the workplace assessment of Essex Fire and Rescue Services that Council be provided the opportunity to review the original document in its entirety prior to the implementation of any proposed changes or actions, preceded by the signing of a confidentiality agreement by each Council Member.

Moved by Councillor Bondy
Seconded by Deputy Mayor Meloche
(R18-04-160) That Resolution R18-04-159 be laid on the table until Administration and Council have met in-camera to discuss the matter with Administration. Carried

Moved by
Seconded by
That Resolution R18-04-159 be taken from the table for discussion.

8. Reports from Administration

8.1 Planning Report 2018-23

48

RE: Affordable Housing Options

That Planning Report 2018-23, prepared and submitted by Jeff Watson, Policy Planner and submitted by Chris Nepszy, Director, Infrastructure and Development, dated May 22, 2018, entitled "Affordable Housing Options" providing Council with an option to consider regarding the provision of affordable and special needs housing within our urban centres, be received;

And that the following funding initiative be adopted to stimulate the construction of affordable and special needs dwelling units in the communities of Essex Centre, Harrow, Colchester and McGregor: 100 percent rebate of the municipal portion of development charges for the construction of new dwelling units constructed under the Ontario Investment in Affordable Housing Program.

8.2 Planning Report 2018-24

56

RE: Retention of Consultant for Development Charges Background Study and By-Law

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

That Planning Report 2018-24, prepared by Rita Jabbour, Assistant Planner and submitted by Chris Nepszy, Director, Infrastructure and Development, dated May 22, 2018 entitled "Retention of Consultant for Development Charges Background Study and By-Law", be received; and

That Council waive the requirements for proposals for Professional Services in accordance with Section 22.02 of By-Law 1043 and award the services required to prepare a Development Charges Background Study for the Town of Essex to the consulting firm of Watson and Associates Economists Ltd.

8.3 Planning Report 2018-25

63

RE: The development of five single-detached dwelling units by Compound Holdings Harrow East side of Levergood Lane south of County Road 50 in Ward 3

By-Law 1708

Being a by-law to enter into a Development Agreement between The Corporation of the Town of Essex and Compound Holdings Harrow

That Planning Report 2018-25, prepared by Jeff Watson, Policy Planner and submitted by Chris Nepszy, Infrastructure and Development, dated

May 22, 2018, entitled "The development of 5 single-detached dwelling units by Compound Holdings Harrow east side of Levergood Lane south of County Road 50 in Ward 3", be received; and

That By-Law 1708 being a by-law to enter into a Development Agreement between The Corporation of the Town of Essex and Compound Holdings Harrow, be read a first and a second time and provisionally adopted on May 22, 2018.

8.4 Community Services Report 2018-017

79

RE: June is Recreation and Parks Month

That Community Services Report 2018-017, entitled "June is Recreation and Parks Month", prepared by Cynthia Cakebread, Manager, Recreation and Culture and submitted by Doug Sweet, Director of Community Services, dated May 22, 2018, be received; and

That Council proclaim June as Recreation and Parks Month for the Town of Essex and adopt the following resolution:

Whereas, in the Town of Essex, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world;

And Whereas, recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self-image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles;

And Whereas, recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity;

And Whereas, parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promote stewardship of the natural environment;

And Whereas, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behaviour;

And Whereas, the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism;

And Whereas, all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities;

Therefore, I, Mayor Ron McDermott, in recognition of the benefits and values of Recreation and Parks, do hereby designate the month of June as Recreation and Parks Month in the Town of Essex.

8.5 Community Services Report 2018-018

82

RE: Results of Request for Tender- Roof Replacement/ Restoration for

That Community Services 2018-018, entitled "Results of Request for Tender - Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018", prepared by Jackson Tang, Assistant Manager, Business Services, and submitted by Doug Sweet, Director, Community Services dated May 21, 2018, be received; and

That Council award the Request for Tender Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018 to Gillett Roofing Inc. in the amount \$104,181.88, including applicable taxes.

8.6 Community Services Report 2018-019 85

RE: Significant Event Status - McGregor Music Festival - Sunday June 10, 2018

That Community Services Report 2018-019, entitled "Significant Event Status - McGregor Music Festival - Sunday June 10, 2018", prepared and submitted by Doug Sweet, Director of Community Services dated May 22, 2018, be received; and

That Council approve the McGregor Music Festival for Significant Event Status for the purpose of applying for their Special Occasion Permit (SOP) for the event to be held on Sunday, June 10, 2018.

8.7 Infrastructure and Development Report 2018-08 87

RE: Results of Request for Tender - Southwest Branch of Shepley Drain

- Rood Engineering Inc. Tender Review

That Infrastructure and Development Report 2018-08, entitled "Results of Request for Tender - Southwest Branch of Shepley Drain", prepared by Jackson Tang, Assistant Manager, Business Services, and submitted by Chris Nepszy, Director, Infrastructure and Development dated May 22, 2018, be received; and

That Council award the Request for Tender - Southwest Branch of Shepley Drain to Rudak Excavating Inc., in the amount of \$195,376.75, including applicable taxes; and

That Council approve the transfer of underspent amount of \$119,633 from the 2017 Operating Budget-Roads-Municipal Drainage to the 2018 Operating Budget - Roads - Municipal Drainage.

9. Reports from Youth Members

10. County Council Update

11. Correspondence

11.1 Correspondence to be received

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 Town of Essex Resolution (R18-01-013) - Offering School Property to Municipalities 92

As a result of Resolution R18-01-013 the following letters have been received:

The Village of Oil Springs (Support)
Township of Zorra (Support)
Municipality of Machin (Support)
Champlain Township (Support)

11.1.2	Town of Essex Resolution (R18-03-096) - User Pay Childcare Services at AMO and FCM Conferences	98
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As a result of Resolution R18-03-096 the following letters have been received:

Township of Nairn and Hyman (Support)
Town of Halton Hills (Support)
West Lincoln (No action taken)
Village of Sundridge (Support)

11.1.3	Copy of invitation to the Town of Amherstburg	106
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Essex Municipal Heritage Committee (EMHC) in collaboration with the Marsh Collection Society will host "McGregor News" a presentation that explores the first 25 years of the Village of McGregor on Thursday, May 31, 2018 at 6:00 PM at the McGregor Community Centre, 9571 County Road 11 (Walker Road)

11.1.4	Erie St. Clair Local Health Integration Network (ESC LHIN)	107
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RE: *"Getting Better"* latest community publication, highlighting the positive change that the ESC LHIN and health partners are making locally.

11.1.5	Correspondence RE: Highway 3	
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11.1.5.1	Ministry of Transportation, Kathryn McGarry, Minister	108
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Providing Council with an update that the Minister is committed to finish plans to widen Highway 3 between Windsor and Leamington to four lanes. The project from Essex to just west of Leamington is listed in the 2017-2021 Southern Highways Program under Planning for the Future.

11.1.5.2	Ministry of Transportation, Neil Zohorsky, Office of the Regional Director West Region,	110
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This correspondence is a copy of correspondence sent to the County of Essex and is providing Council with an update following the meeting at the Ontario Good Roads Association meeting in February. They advised that traffic growth on Highway 3 has been below two percent over the past 10 years, which is below the estimated forecast for 2017 in the Preliminary Design and Environmental Assessment Study completed in 2006. The overall collision rate for Highway 3 remains below the provincial average.

The ministry plans to work on Highway 3 from Essex Road 34 to Highway 77 in Leamington. As shown in

the 2017-2021 Southern Highways Program, construction would begin between 2019-2021, this work includes resurfacing the highway and does not include widening the highway.

11.1.6	Ministry of Community Safety and Correctional Services	115
	RE: Bill 175, <i>Safer Ontario Act</i> , 2018 Received Royal Assent on March 8, 2018	

11.2 Correspondence to be considered for receipt and support

11.2.1	Ontario Good Road Association	117
	RE: Invitation to join the "Preferred Autonomous Vehicles Test Corridor"	

That correspondence from the Ontario Good Roads Association (OGRA), dated April 27, 2018 asking that Council consider participating in the OGRA's Autonomous Vehicle initiative, be (received/received and supported); and

That if Council choses to participate in the initiative, this matter be referred to Administration to develop a list of preferred routes with the municipality.

11.2.2	Minister of Seniors Affairs	130
	RE: June as Seniors' Month	

That correspondence from the Minister of Seniors Affairs, Dipika Damerla, dated April, 2018 asking that the Town of Essex consider proclaiming June as Senior's Month, be (received/received and supported); and

If Council choses to support the request the following proclamation be made:

That Council proclaim June as "Senior's Month in the Town of Essex";

Whereas Seniors' Month is an annual province-wide celebration;

Whereas Seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

Whereas their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

Whereas the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

Whereas the knowledge and experience seniors pass on to us continues to benefit all;

Therefore I, Mayor Ron McDermott do hereby proclaim June as Senior's Month in the Town of Essex and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

12.	Committee Meeting Minutes	
	12.1	Essex Municipal Heritage Committee - April 26, 2018 131
13.	Financial	
14.	New Business	
15.	Notices of Motion	
	15.1	Councillor Bondy 136
		RE: Idling By-Law
		• Chief Administrative Officer Report CAO 2016-04 Prohibiting Excessive Idling of Vehicles
		Moved by Councillor Bondy
		Seconded by
		That Council ask Administration to review and bring back a draft by-law which limits the idling of vehicles in the Town of Essex.
	15.2	Councillor Bondy
		RE: Traffic Signal at the corner of Erie and King Street
		Moved by Councillor Bondy
		Seconded by
		That Administration be requested to bring back a report on the possibility of a traffic signal at the corner intersection of Erie and King Streets Ward Four.
	15.3	Councillor Voakes
		RE: Outdoor Café in the Downtown Core of Essex Centre
		Moved by Councillor Voakes
		Seconded by
		That Council discuss opportunities to put outdoor cafes in the downtown core of Essex Centre with existing restaurants.
	15.4	Councillor Voakes
		RE: By-Law Prohibiting Grass Cutting on the Road
		Councillor Voakes asked that this Notice of Motion be withdrawn.
	15.5	Councillor Voakes
		RE: Essex Fire Department Review Cost
		Moved by Councillor Voakes
		Seconded by
		That Council be provided the cost for the full report of the Essex Fire Department Review.
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 1701 142

Being a by-law to amend By-Law 1037, The Comprehensive Zoning By-Law for the Town of Essex

That By-Law 1701 being a by-law to amend By-Law 1037, The Comprehensive Zoning By-Law for the Town of Essex, be read a third time and finally passed on May 22, 2018.

17.1.2 By-Law 1704 145

Being a by-law to confirm the proceedings of the May 7, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

That By-Law 1704 being a by-law to confirm the proceedings of the May 7, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on May 22, 2018.

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

17.2.1 By-Law 1706 147

Being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the "Province") and The Corporation of the Town of Essex (the "Recipient") and Essex Police Services Board (the "Board") (Community Policing Partnerships (CPP) Program)

That By-Law 1706 being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the "Province") and The Corporation of the Town of Essex (the "Recipient") and Essex Police Services Board (the "Board") be read a first, a second and a third time and finally passed on May 22, 2018.

17.2.2 By-Law 1707 173

Being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the "Province") and The Corporation of the Town of Essex (the "Recipient") and Essex Police Services Board (the "Board") (Ontario Transfer Payment Agreement)

That By-Law 1707 being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the "Province") and The Corporation of the Town of Essex (the "Recipient") and Essex Police Services Board (the "Board") be read a first, a second and a third time and finally passed on May 22, 2018.

17.3 By-Laws that require a first and second reading

Being a by-law to confirm the proceedings of the May 22, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

That By-Law 1709 being a by-law to confirm the proceedings of the May 22, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first, and a second time and provisionally adopted this on May 22, 2018.

18. Adjournment

That the meeting be adjourned at [TIME].

19. Future Meetings

19.1 Monday, June 4, 2018 - 5:00 - 6:00 PM - Special Council Meeting - On-Farm Diversified Uses

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

19.2 Monday June 4, 2018 - 6:00 - 9 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

May 7, 2018, 6:00 pm
Essex Civic Centre
360 Fairview Avenue West
Essex, Ontario

Present: Mayor McDermott
Deputy Mayor Meloche
Councillor Bjorkman
Councillor Bondy
Councillor Voakes
Councillor Rogers

Regrets: Councillor Snively

Also Present: Donna Hunter, Chief Administrative Officer
Jeffrey Morrison, Director, Corporate Services/Treasurer
Chris Nepszy, Director of Infrastructure and Development
Doug Sweet, Director of Community Services
Jeff Watson, Policy Planner
Rita Jabbour, Assistant Planner
Kate Bailey, Manager, Finance and Business Services
Shelley Brown, Assistant Manager, Financial Services
Laurie Brett, Deputy Clerk, Legal and Legislative Services
Robert Auger, Clerk, Legal and Legislative Services
Lynn Moroz, Administrative Assistant

Ehva Hoffman, Youth Council Representative
Ethan Robinson, Youth Council Representative

1. Call to Order

2. Closed Meeting Report

Robert Auger, Clerk, gave a verbal report on the Closed Meeting held prior to tonight's regular council meeting. He stated that it was held pursuant to the Municipal Act, S.O. 2001 c. 25, as amended, Section 239(2) (e) to receive an update on pending legal matters and Section 239(2) (c) to receive an update concerning a potential acquisition of land by the municipality.

3. Declarations of Conflict of Interest

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

4. Adoption of Published Agenda

4.1 Regular Council Meeting Agenda for May 7, 2018

Moved By Deputy Mayor Meloche
Seconded By Councillor Voakes

(R18-05-203) That the published agenda for the May 7, 2018 Regular Council Meeting be adopted as presented with the addition of:

Regular Council Meeting Minutes – May 7, 2018

- a) Unfinished Business Item to confirm the appointment of Councillor Voakes to the Court of Revision for the Shepley Drain: Bridge for Joseph and Susan Chisholm to replace Councillor Snively, who was absent due to illness;
- b) Motion of Motion by Councillor Voakes regarding outdoor cafés in Essex Centre;
- c) Notice of Motion by Councillor Voakes regarding grass cuttings on roads;
- d) Notice of Motion by Councillor Voakes regarding the complete cost of the summary and report for the Essex Fire Department Review.

Carried

5. Adoption of Minutes

5.1 Regular Council Meeting Minutes for April 16, 2018

Moved By Councillor Rogers
Seconded By Councillor Bjorkman

(R18-05-204) That the minutes of the Regular Council Meeting held April 16, 2018 be adopted as amended.

Carried

5.2 Special Council Meeting Minutes for May 1, 2017

Moved By Councillor Bjorkman
Seconded By Deputy Mayor Meloche

(R18-05-205) That the minutes of the Special Council Meeting held May 1, 2017 to discuss Repayment for Tow and Storage Services, be adopted as circulated.

Carried

5.3 Special Council Meeting Minutes for May 15, 2017

Moved By Councillor Bondy
Seconded By Deputy Mayor Meloche

(R18-05-206) That the minutes of the Special Council Meeting held May 15, 2017 to consider the Council and Ward Structure Review Interim Report, be adopted as circulated.

Carried

5.4 Special Council Meeting Minutes for July 24, 2017

Moved By Councillor Bondy
Seconded By Councillor Voakes

(R18-05-207) That the minutes of the Special Council Meeting held July 24, 2017 to discuss the Ward 3 Council Vacancy 2017 By-Election, be adopted as circulated.

Carried

6. Public Presentations

6.1 Academic Achievement - Shelley Brown

RE: Winner of AMCTO's Award for Excellence in Municipal Law

Shelley Brown, Assistant Manager, Financial Services, was brought before Council to be recognized for receiving the AMCTO Award for Excellence for achieving the highest cumulative grade for this past year upon her completion of the Municipal Law Program. She will be receiving her award on June 11th at the 2018 AMCTO Conference held at the Blue Mountain Resort. Council congratulated her on receiving this honour.

6.2 Ryan Casier

RE: Introduction of New Business in Ward One- Wood Craft Pizza, 47 Talbot Street North, Essex

Mr. Casier appeared before Council to introduce his new business, Wood Craft Pizza. Mr. Casier advised Council that his restaurant was small and cozy; serving craft pizza, appetizers, sliders and calamari. They also have a variety of beer, local wines and a large screen television. On Thursday, Friday and Saturday nights live entertainment is available and he stated he is looking forward to helping Essex grow.

Moved By Councillor Bondy

Seconded By Councillor Bjorkman

(R18-05-208) That the presentation by Mr. Casier regarding the opening of "Wood Craft Pizza" in Essex Centre be received.

Carried

7. Unfinished Business

7.1 Communications Report 2018-02

RE: Public Feedback on Colchester Park Renaming

At the April 16, 2018 Regular Council Meeting Council received Communications Report 2018, entitled "Public Feedback on Colchester Park Renaming". During agenda item 16, Reports and Announcement from Council Members, Council requested that this report be placed on the May 7, 2018 Agenda for further discussion.

Moved By Councillor Bjorkman

Seconded By Councillor Bondy

(R18-05-209) That Resolution R18-02-075 from the February 20, 2018 Regular Meeting of Council be rescinded.

Carried

Moved By Councillor Voakes

Seconded By Deputy Mayor Meloche

(R18-05-210) That the name of Colchester Park remain "Colchester Park".

Carried

7.2 Appointment to the Court of Revision for the Shepley Drain

Moved By Councillor Rogers

Seconded By Councillor Bjorkman

(R18-05-211) That the appointment of Councillor Voakes to the Court of Revision for the Shepley Drain: Replacement Bridge for Joseph and Susan Chisholm and Updated Maintenance Schedule in absence of Councillor Snively, who was unable to attend due to illness, be confirmed.

Carried

8. Reports from Administration

8.1 Community Services Report 2018-015

RE: Shining a Light on Compassion Community Awards

Moved By Councillor Bondy

Seconded By Councillor Bjorkman

(R18-05-212) That Community Services Report 2018-015, entitled "Shining a Light on Compassion Community Awards", prepared and submitted by Doug Sweet, Director of Community Services, dated May 7, 2018 be received for council information;

And that Administration be directed to assist in promoting the "Shining a Light on Compassion Awards", and encourage the community to nominate residents who meet the criteria for exemplifying compassion in their community.

Carried

8.2 Finance and Business Services Report 2018-01

RE: Credit Card Transaction Processing Changes

Moved By Councillor Bjorkman

Seconded By Councillor Rogers

(R18-05-213) That Finance and Business Services Report 2018-01, entitled "Credit Card Transaction Processing Changes", prepared by Kate Bailey, Manager, Finance and Business Services and submitted by Jeffrey Morrison, Director, Corporate Services, dated May 7, 2018, be received;

And that effective June 30, 2018 Council approve Administration to move forward with no longer accepting credit card payments for property taxes owing over the phone at Town Hall;

And that effective June 30, 2018 Council approve Administration to move forward with capping in person credit card transactions to a maximum of \$1,000 per transaction at Town Hall and the Gesto Office.

Carried

8.3 Corporate Services Report 2018-04

RE: Landfill Compensation Reserve Update and Forecast
2016/17 Actual plus 2018 - 2022 Forecast of Cash Position

Moved By Councillor Voakes
Seconded By Councillor Rogers

(R18-05-214) That Corporate Services Report 2018-04, entitled "Landfill Compensation Reserve Update and Forecast", providing Council with the 2016/17 Actual and the 2018 to 2022 Forecast of Cash Position, be received.

Carried

8.4 Infrastructure and Development Report 2018-06

RE: 2018 Structure Culvert and Bridge Inspections

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

Moved By Councillor Rogers
Seconded By Councillor Bondy

(R18-05-215) That Infrastructure and Development Report 2018-06, entitled "2018 Structure Culvert and Bridge Inspections", dated May 7, 2018, as prepared and submitted by Chris Nepszy, Director, Infrastructure and Development, be received;

And that Council appoint the engineering firm of Keystone Bridge Management Corporation (Keystone) to provide engineering services to complete the structure inspections within the Town of Essex in accordance with the completed and attached Request pursuant to Section 22 (3) of the Town of Essex Procurement By-Law 1043.

Carried

8.5 Planning Report 2018-21

RE: 214 Maidstone Avenue West Rezoning

By-Law 1701

Being a by-law to amend By-Law 1037 The Comprehensive Zoning By-Law for the Town of Essex

Moved By Councillor Rogers
Seconded By Councillor Bondy

(R18-05-216) That Planning Report 2018-21, entitled "214 Maidstone Avenue West Rezoning", prepared by Rita Jabbour, Assistant Planner and submitted by Chris Nepszy, Director of Infrastructure and Development, dated May 7, 2018, be received;

And that By-Law 1701 being a by-law to amend By-Law 1037, The Comprehensive Zoning By-Law for the Town of Essex be read a first and a second time and provisionally adopted on May 7, 2018.

Carried

8.6 Planning Report 2018-22

RE: Overview of changes to the Planning Act under Bill 139.

Moved By Councillor Rogers

Seconded By Deputy Mayor Meloche

(R18-05-217) That Planning Report 2018-22, entitled "Changes to the Planning Act under Bill 139", prepared by Jeff Watson, Policy Planner and submitted by Chris Nepszy, Director, Infrastructure and Development, dated May 7, 2018 outlining the changes to the Planning Act stemming from the adoption of Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017, be received.

Carried

8.7 Infrastructure and Development Report 2018-07

RE: 2018 Federation of Canadian Municipalities: Grant Application

Moved By Councillor Bjorkman

Seconded By Councillor Rogers

(R18-05-218) That Infrastructure and Development Report 2018-07, entitled "2018 Federation of Canadian Municipalities: Grant Application", prepared by Norman Nussio, Assistant Manager of Operations/Drainage and submitted by Chris Nepszy, Director, Infrastructure and Development, dated May 7, 2018, be received;

And that Council authorize the submission of an application to receive funding from the Federation of Canadian Municipalities Municipal Asset Management Program for a road needs assessment.

Carried

8.8 Chief Administrative Officer, Donna Hunter

Verbal Report - Update on power outages to the Harrow Service Area

Mrs. Hunter advised that on April 26th she had received an update from Mr. Mike Audet, C.E.O. of ELK regarding the momentary hydro outages in the Harrow service area. He informed that Hydro One will be upgrading the recloser just east of Harrow from May 14th to 18th, which was originally scheduled for September and October 2018. There are no interruptions to ELK customers expected as a result of this work, but should there be any electrical outages caused by storms, etc. , during the upgrade, the restoration may take longer.

Moved By Councillor Rogers

Seconded By Deputy Mayor Meloche

(R18-05-219) That the verbal update provided by Donna Hunter, Chief Administrative Officer, relating to the outages in the Harrow Services Area, be received.

Carried

8.9 Building Department Report 2018-04

RE: April 2018 Building Report

Moved By Deputy Mayor Meloche

Seconded By Councillor Bjorkman

(R18-05-220) That Building Department Report 2018-04, entitled "April 2018 Building Department", dated May 2, 2018 providing Council with an update on building activity within the Town of Essex for the month of April, be received.

Carried

8.10 Corporate Service Report 2018-06

RE: Extension Agreement - Tax Sale Property

By-Law 1705

Being a by-law to authorize an Extension Agreement with the Owner of Roll Number 440-000-00600-000 for the payment of outstanding taxes in the amount of \$11,240.00 to February 7, 2019

Moved By Councillor Voakes

Seconded By Councillor Bjorkman

(R18-05-221) That Corporate Services Report 2018-06, entitled "Extension Agreement - Pare" prepared and submitted by Jeffrey Morrison, Director, Corporate Services, dated May 3, 2018, be received;

And that By-Law 1705 being a by-law to authorize an Extension Agreement with the Owner of Roll Number 440 000 00600 0000 for the payment of outstanding taxes to the amount of \$11,240.00 to February 7, 2019, be read a first, a second and a third time and finally passed May 7, 2018.

Carried

9. Reports from Youth Members

Youth Member Evha Hoffman reported to Council that a "Land and Sea" fundraiser is being held on Saturday, May 26th at the K of C Hall in McGregor. The proceeds of the dinner support the McGregor Squirettes of Mary Program. She invited the members of Council to consider donating raffle or door prize items for this event.

Moved By Councillor Rogers

Seconded By Councillor Bondy

(R18-05-222) That the verbal report given by Evha Hoffman, Council Youth Member, providing information on the "Land and Sea" fundraiser, be received.

Carried

10. County Council Update

11. Correspondence

11.1 Correspondence to be received

Moved By Councillor Voakes

Seconded By Councillor Bjorkman

(R18-05-223) That correspondence listed in Agenda Item 11.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

Carried

11.1.1 Ministry of Citizenship and Immigration

RE: Champion of Diversity Award

Call for nominations for individuals, groups and employers who actively promote diversity and inclusion and immigrant economic success in Ontario

Deadline for submission is May 15, 2018

11.1.2 Essex-Windsor Solid Waste Authority

RE: Essex-Windsor Solid Waste Authority 2017 Waste Diversion Annual Report

11.1.3 Windsor Essex County Environment Committee Meeting

April 5, 2018 Minutes

11.1.4 Windsor Essex Community Foundation

RE: 2018 Vital Signs Survey Promotion

11.1.5 2018 Premier's Award for Agri-Food Innovation Excellence

Call for nominations for primary producers, processors and agri-food organizations that foster the spirit of innovation in Ontario's agricultural sector.

Deadline for nominations is May 25, 2018

11.1.6 Ministry of Education

RE: Public Accommodation Review Guideline (PARG)

11.1.7 County of Essex

Correspondence from the County of Essex to The Honourable Kathryn McGarry RE: OGRA Delegation Highway 3.

11.1.8 Erie St. Clair Local Health Integration Network (LHIN) Board Meeting

RE: April 30, 2018 Agenda

11.1.9 Town of Essex Resolution (R18-01-013) - Offering School Property to Municipalities

As a result of Resolution R18-01-013 the following letters have been received:

City of Belleville (Support)

County of Lennox & Addington (Support)

11.1.10 Town of Essex Resolution (R18-03-096) - User Pay Childcare Services at AMO and FCM Conferences

As a result of Resolution R18-03-096 the following letter have been received:

Town of The Blue Mountains (Received)
Municipality of Neebing (Supports in principle)
Township of Zorra (Support)
Municipality of Mississippi Mills (Support)
Township of Fauquier-Strickland (Support)

11.1.11 Municipality of East Ferris

RE: Anglers and Hunters - Algonquin Wolves

11.2 Correspondence to be considered for receipt and support

Moved by Councillor Voakes

Seconded by Councillor Bondy

11.2.1 E.L.K. Solutions Inc.

- Acknowledgement and Waiver

E.L.K. Energy Inc.

- Acknowledgement and Waiver
- Resolutions of the Sole Voting Shareholder (2)

(R18-05-224) That Council acknowledges receipt of the financial statements of E.L.K. Solutions and E.L.K. Energy Inc. for the year ending December 31, 2017; the resolutions of E.L.K. Energy appointing KPMG LLP as Auditor, and the appointment of Directors, be received;

And that the Mayor be authorized to sign the documents on behalf of The Corporation of the Town of Essex.

Carried

11.2.3 Ernie Hardeman, M.P.P. Oxford

RE: Bill 16, Respecting Municipal Authority Over Landfilling Sites

- Township of Uxbridge
RE: Bill 16, Respecting Municipal Authority Over Landfilling Sites

Moved by Councillor Voakes

Seconded by Councillor Bondy

(R18-05-225) That correspondence from Ernie Hardeman, M.P.P. Oxford, dated March 26, 2018 and correspondence from the Township of Uxbridge, dated April 19, 2018 seeking support for Bill 16, Respecting Municipal Authority Over Landfilling Sites, be received and supported;

And that a letter of support be sent to Catherine McKenna, Minister of the Environment and Climate Change, Kathleen Wynne, Premier of Ontario, Ernie Hardeman, M.P.P. Oxford, Taras Natyshak, M.P.P. Essex and the Township of Uxbridge.

Carried

11.2.4 Ryan Siversns

RE: Resignation from the Essex Funfest Committee

Moved by Councillor Voakes

Seconded by Councillor Bondy

(R18-05-226) That the email from Ryan Siversns, dated April 18, 2018 advising of his resignation from the Essex Fun Fest Committee, be received with regret.

Carried

11.2.2 Timothy Berthiaume, Town of Amherstburg Chief of Police

RE: Township of Baldwin and Bill C-71

Moved By Councillor Bondy

Seconded By Councillor Rogers

(R18-05-227) That correspondence from Timothy Berthiaume, Town of Amherstburg Chief of Police, dated April 24, 2018 seeking the Town's comments on the request from the Township of Baldwin to lobby the Provincial government to cancel Bill C-71, be tabled for referral to Administration for review and report back to Council.

Carried

12. Committee Meeting Minutes

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

(R18-05-228) That minutes listed in Agenda Item 12, together with the recommendations noted therein be received, and adopted as circulated.

Carried

12.1 Essex Police Services Board - April 5, 2018

12.2 Arts, Culture and Tourism (ACT) - April 11, 2018

12.3 Committee of Adjustment - April 17, 2018

12.4 Fun Fest Committee - April 19, 2018

12.5 Communities in Bloom - April 24, 2018

12.6 Personnel Committee - April 25, 2018

- Respectful Workplace Policy
(PC-18-005) **Recommendation to Council** that the revised Respectful Workplace Policy presented as highlighted in the policy, be approved and that the revised policy be implemented.

13. Financial

14. New Business

15. Notices of Motion

15.1 Councillor Bondy

RE: Idling By-Law

That Council ask Administration to review and bring back a draft bylaw which limits the idling of vehicles in the Town of Essex.

15.2 Councillor Bondy

RE: Traffic Signal at the corner of Erie and King Street

That Administration be requested to bring back a report on the possibility of a traffic signal at the corner intersection of Erie and King Streets in Ward Four.

15.3 Councillor Voakes

RE: Outdoor Café in the Downtown Core of Essex Centre

That Council discuss opportunities to put outdoor cafés in the downtown core of Essex Centre with existing restaurants.

15.4 Councillor Voakes

RE: By-law Prohibiting Grass Cutting on the Road

That a by-law be drafted to prohibit residents from putting grass cuttings on the roads after the streets have been swept.

15.5 Councillor Voakes

RE: Essex Fire Department Review Cost

That Council be provided the cost for the full report of the Essex Fire Department Review.

16. Reports and Announcements from Council Members

Councillor Voakes

Business Expo - Councillor Voakes reported that on Saturday, July 18th at Heritage Park in Essex Centre the businesses are holding a Business Expo from 9 AM to 3 PM. There will be a cruise-in, live entertainment, and face painting. Businesses from the area will be setting up food and merchandise booths. This is a free event to promote and help the businesses.

Councillor Bjorkman

Ontario Bike Summit - Councillor Bjorkman advised that he and Chris Nepszy, Director of Infrastructure, had attended the Ontario Bike Summit in Toronto on April 17th and 18th. He felt that Essex County CWATS, investment by the Town, and active transportation has kept the Town on the leading edge of bike friendly roadways and trails, but we need to be aware of available provincial funding. Speaking directly with the political leaders and learning the best practices from other delegates who have been successful in receiving these funding programs at these seminars help the Town advance. Information on wayfinding was also shared, which is something the Town has identified as important, not only for cars, but also for runners and cyclists.

Councillor Bjorkman and Mr. Nepszy were also able to speak with Minister McGarry from the Ministry of Transportation about the Town's continued efforts to get the widening of Highway 3 completed and the Town's issue in getting cyclists and pedestrians across Highway 3. They also made a case for the consideration of a pedestrian overpass at Highway 3 should the widening of Highway 3 and underpass not be completed in the near future.

Councillor Bondy

Spring Clean Up - Councillor Bondy thanked all those who participated in the Spring Clean Up. She encouraged everyone who is inclined to continue picking up garbage all year.

Harrow Market – Councillor Bondy reported that The Harrow Market is starting up this Sunday, May 13th from 10 AM to 2 PM at the Country Depot and encouraged everyone to come out and visit it.

Social Media on Poop n' Scoop – Councillor Bondy thanked staff for the social media post on the Poop n' Scoop By-law. She had received complaints regarding the matter and reminded everyone that they need to clean up after their pets.

Councillor Rogers

Councillor Rogers requested that tabled motion R18-04-160 be included on the May 22nd, 2018 Regular Council Meeting.

17. By-Laws

17.1 By-Laws that require a third and final reading

17.1.1 By-Law 1700

Being a by-law to confirm the proceedings of the April 16, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved By Councillor Bondy

Seconded By Deputy Mayor Meloche

(R18-05-229) That By-Law 1700 being a by-law to confirm the proceedings of the April 16, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on May 7, 2018.

Carried

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

17.2.1 By-Law 1686

Being a by-law to amend By-Law 1344 being a by-law for the imposition of Development Charges for The Corporation of the Town of Essex

Moved By Councillor Bondy

Seconded By Deputy Mayor Meloche

(R18-05-230) That By-Law 1686 being a by-law to amend By-Law 1344, being a by-law for the imposition of Development Charges for The

Corporation of the Town of Essex, be read a first, a second and a third time and finally passed on May 7, 2018.

Carried

17.2.2 By-Law 1698

Being a by-law to establish tax rates and additional charges for Municipal, County and Education purposes for the year 2018

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

(R18-05-231) That By-Law 1698 being a by-law to establish tax rates and additional charges for Municipal, County and Education purposes for the year 2018, be read a first, a second and a third time and finally passed on May 7, 2018.

Carried

17.2.3 By-Law 1702

Being a by-law to authorize an agreement between The Association of Municipalities of Ontario ("AMO") and The Corporation of the Town of Essex (the "Recipient")

Ontario's Main Street Revitalization Initiative

Moved By Councillor Bondy

Seconded By Councillor Bjorkman

(R18-05-232) That By-Law 1702 being a by-law to authorize an agreement between The Association of Municipalities of Ontario ("AMO") and The Corporation of the Town of Essex (the "Recipient") Ontario's Main Street Revitalization Initiative be read a first, a second and a third time and finally passed on May 7, 2018.

Carried

17.2.4 By-Law 1703

Being a by-law to authorize the borrowing of money to meet current expenditures of The Corporation of the Town of Essex

Moved By Councillor Rogers

Seconded By Councillor Bjorkman

(R18-05-233) That By-Law 1703 being a by-law to authorize the borrowing of money to meet current expenditures of The Corporation of the Town of Essex be read a first, a second and a third time and finally passed on May 7, 2018.

Carried

17.3 By-Laws that require a first and second reading

17.3.1 By-Law 1704

Being a by-law to confirm the proceedings of the May 7, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved By Councillor Bondy
Seconded By Councillor Bjorkman

(R18-05-234) That By-Law 1704 being a by-law to confirm the proceedings of the May 7, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on May 22, 2018.

Carried

18. Adjournment

Moved By Deputy Mayor Meloche
Seconded By Councillor Bjorkman

(R18-05-235) That the meeting be adjourned at 7:49 PM

Carried

Mayor

Clerk

The Corporation of the Town of Essex

Special Council Meeting Minutes

March 26, 2018

A Special Meeting of the Council of the Town of Essex was held on Monday, March 26, 2018 at 5:00 PM in the Large Meeting Room at Town Hall, 33 Talbot Street South, Essex, Ontario. The meeting was called to order at 5:07 p.m.

1. Roll Call

Present:	Mayor Ron McDermott
	Deputy Mayor Richard Meloche
	Ward 1 Councillor Steve Bjorkman
	Ward 1 Councillor Randy Voakes
	Ward 3 Councillor Ron Rogers
	Ward 3 Councillor Larry Snively
	Ward 4 Councillor Sherry Bondy
Also Present:	Donna Hunter, Chief Administrative Officer
	Chris Nepszy, Director of Infrastructure and Development
	Doug Sweet, Director of Community Services
	Jeffrey Morrison, Director, Corporate Services and Treasurer
	Jeff Watson, Policy Planner
	Rita Jabbour, Assistant Planner
	Laurie Brett, Deputy Clerk, Legal and Legislative Services
	Members of the Public (Sign in list attached)

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest noted.

3. Adoption of Published Agenda

a) Special Council Meeting Agenda

Moved by Councillor Bondy

Seconded by Councillor Snively

(SP18-03-001) That the published agenda for the March 26, 2018 Special Council Meeting be adopted as presented. "Carried"

4. Reports from Administration

a) **Jeffrey Morrison, Director, Corporate Services and Treasurer**

Re: Corporate Services Report 2018-04

Report Under Section 284 of the Municipal Act – Statement of Remuneration and Expenses Paid 2017

Moved by Councillor Voakes

Seconded by Councillor Bondy

(SP18-03-002) That Corporate Services Report 2018-04, entitled “Report Under Section 284 of the Municipal Act – Statement of Remuneration and Expenses Paid 2017,” prepared by Kate Bailey, Manager, Finance and Business Services, and submitted by Jeffrey Morrison, Director, Corporate Services and Treasurer, be received.

Carried

b) **Jeff Watson, Policy Planner**

Re: Zoning By-law Amendment for 80 Maidstone Avenue West in Essex Centre

Correspondence Received (attached and distributed)

- Letter from John Hunt, 71 Bell Avenue, Essex, dated March 18, 2018
- Letter from Todd and Andrea Grimes, 77 Bell Avenue, Essex
- Letter from Greater Essex County District School Board dated March 23, 2018.
- Three-page petition received March 23, 2018 providing names, addresses and signatures of residents concerned about seven (7) specific questions noted on the reverse

Jeff Watson, Policy Planner, described the subject property – a 4.5-acre vacant parcel of land currently zoned R1.1 for single family residential use – and noted that the applicant, Noah Homes, wishes to have the property rezoned as R2 to allow semi-detached and townhome dwellings.

Mr. Watson explained the purpose of the statutory public meeting and noted that a formal report with specific recommendations would go to Council at the Regular Meeting on April 3.

By way of background, Mr. Watson explained that Council is bound by the Town’s Official Plan and by the Provincial Policy Statement, which requires municipalities to provide a mix of housing, including affordable housing. Based on the average family income of \$66,000 in Essex Centre, the average house price should be \$220,000 and rental accommodation should be in the \$1,000 per month range. He noted that Essex is not meeting the provincial mandate as housing is becoming increasingly unaffordable. Only five houses on the current market in Essex Centre are listed below \$275,000. In

addition, the vacancy rate for rental housing is 3% in Essex Centre while a healthy vacancy rate is 6% to 8%.

On the matter of fit, Mr. Watson noted receipt of correspondence from John Hunt, Todd and Andrea Grimes, and a petition containing approximately 40 names of residents who have expressed concerns (attached).

With Council's permission, **Walter Brenko of Noah Homes** presented his housing proposal, referring to some large-scale photographs of semi-detached and townhome style dwellings. He noted that with our aging population, seniors in particular are looking for condo-like living that is maintenance free, on one level, and with no property maintenance.

On behalf of residents who signed the petition, Councillor Voakes read each of seven questions listed on the reverse of the petition pages and received answers and clarifications from Mr. Watson and Chris Nepszy, Director of Infrastructure and Development. Concern was expressed that the proposed increase in density could negatively affect municipal services and increase traffic movements on Maidstone and Bell. Building height, rear yard building setback from the Bell properties and the need for buffering were also concerns. Mr. Nepszy provided information related to sewage capacity and storm water management (questions 1 and 2). In response to question 3, Mr. Watson noted that letters had been received from both the Greater Essex County District School Board and the County of Essex asking for traffic impact studies.

Concerns raised by Council members were as follows:

- That backyard storm water management/drains be included on property backing up to Bell Street.
- Limited parking and lack of sidewalks were noted.
- Council expressed a preference for the style of townhomes built in Eagle's Nest as opposed to the style depicted in Mr. Brenko's photographs

Public Presentations

John Hunt, 71 Bell Avenue

Mr. Hunt expressed concerns about the percentage of green space, buffering and setbacks. He asked Council to consider the maximum height of any structure and noted that only one property along Bell Avenue has a fence on the lot line. He noted that a storm sewer pipe runs under his garage to the catch basin in the front of his property. Mr. Nepszy confirmed that it is not uncommon to discover old farm tile drainage and noted that the Town had capped the pipe on its end.

Kirk Vivier, Bell Avenue

Mr. Vivier asked if septic tanks would be needed. Mr. Watson confirmed that they would not.

Andrea Grimes, 77 Bell Avenue

Mrs. Grimes noted that traffic turns onto Bell Avenue and then onto Thomas or Harvey streets to avoid the light at Talbot Street North. She asked Council to consider including these streets as part of the requested traffic study. She inquired as to whether any studies related to demographics had been completed. Councillor Snively noted that seniors are leaving the community and moving to Kingsville and Amherstburg for housing solutions like this.

In response to Mr. Watson's request for direction, Council gave the following recommendations:

- Council is not in favour of 40 foot lots.
- Lot coverage should be 50%.
- Rear yard depth should be 25 feet.
- Building height should include accommodation for raised ranches.

Moved by Councillor Snively

Seconded by Councillor Rogers

(SP18-03-003) That Planning Report 2018-04, entitled "Rezoning application 80 Maidstone Avenue West (Ward 1)," prepared by Jeff Watson, Policy Planner, and submitted by Chris Nepszy, Director, Infrastructure and Development, along with Mr. Watson's verbal report and public delegations be received along with Council's recommendations. "Carried"

c) Rita Jabbour, Assistant Planner

Re: Zoning By-law Amendment for 106 Talbot Street North in Essex Centre

Correspondence Received (attached and distributed)

- Letter from Smart Holdings and Mr. E. Di Gioia dated March 6, 2018

Rita Jabbour, Assistant Planner, provided a brief summary of this request for rezoning to permit automobile detailing services and specific light industrial uses in addition to the permitted general commercial uses under the C2.2 zoning.

Council noted concerns about storage control measures for appliances and signs in need of repair. Ms. Jabbour noted that the Property Standards By-law would apply.

Moved by Councillor Bjorkman

Seconded by Councillor Snively

(SP18-03-004) That Planning Report 2018-17, entitled “106 Talbot Road North Rezoning,” prepared by Rita Jabbour, Assistant Planner, and submitted by Chris Nepszy, Director, Infrastructure and Development, be received and that Council provide direction to support the application. “Carried”

14. Adjournment

Moved by Councillor Voakes

Seconded by Councillor Bjorkman

(SP18-03-005) That the meeting be adjourned at 6:15 p.m. “Carried”

Mayor

Deputy Clerk

The Corporation of the Town of Essex
Special Council Meeting

February 26, 2018

A Special Meeting of the Council of the Town of Essex was held on Monday, February 26, 2018 at 6:00 PM in the Colchester Community Room, 100 Jackson Street, Colchester, Ontario. The primary purpose of this meeting was to hold a Statutory Public Meeting on the expansion of the Colchester Community Improvement Plan (CIP).

1. Roll Call

Present: Deputy Mayor Richard Meloche
Ward 1 Councillor Steve Bjorkman
Ward 3 Councillor Ron Rogers
Ward 3 Councillor Larry Snively
Ward 4 Councillor Sherry Bondy

Regrets: Mayor Ron McDermott
Ward 1 Councillor Randy Voakes

Also Present: Donna Hunter, Chief Administrative Officer
Chris Nepszy, Director, Infrastructure and Development
Jeff Watson, Policy Planner
Rita Jabbour, Assistant Planner
Nelson Silveira, Economic Development Officer
Laurie Brett, Deputy Clerk, Legal and Legislative Services

2. Declarations of Conflict of Interest

No declarations of conflict of interest were noted.

3. Adoption of Published Agenda

Moved by Councillor Snively

Seconded by Councillor Rogers

(SP18-02-001) That the published agenda for the February 26, 2018 Special Council Meeting be adopted as presented.

4. Correspondence

a) Nelson and Rosemary Pimentel

RE: Harrow Holy Spirit Festival Fundraiser, March 10, 2018

Moved by Councillor Snively

Seconded by Councillor Bjorkman

(SP18-02-002) That the correspondence from Nelson and Rosemary Pimentel, dated February 22, 2018, requesting that Council deem the Harrow Holy Spirit Festival Fundraiser to be held on March 10, 2018 as “municipally significant,” be received and supported.
“Carried”

5. Reports from Administration

a) Jeff Watson, Policy Planner

RE: Presentation on expansion of the Colchester Community Improvement Plan area

Mr. Watson provided a Power Point presentation on the Colchester Centre Community Improvement Plan Expansion Proposal, including an explanation of the available grant programs and examples of the types of improvements that might be covered under each. He referred to the attached handout titled “Colchester/CR50 CIP Plan”.

At the conclusion of his formal presentation, Mr. Watson noted that the meeting was for information and discussion only without any instructions from Council. Mr. Watson plans to report back to Council on March 19, 2018 with a set of recommendations on expanding the boundaries. As it is a formal process, the plan must be submitted to the County of Essex and the Province. Once endorsed by a Council by-law, members of the public can provide comment during a 20-day appeal period.

Deputy Mayor Meloche opened the floor to public comments.

6. Public Presentations

Rodney Hammond

Mr. Hammond inquired about the status of the bike trail expansion on County Road 50. Mr. Watson noted that the trail is being expanded one kilometre per year heading east of Colchester, and noted that westward expansion of the trail is complicated due to sensitive areas and species at risk. Councillor Snively noted that the long-term plan is to obtain provincial funding for completion of the trail from Amherstburg to Kingsville.

Cathy Brklacic

Ms. Brklacic asked how properties outside the boundaries of the CIP area could be included. Mr. Watson noted that she could ask Council for an expansion to include her property and confirmed that the zoning by-law already allows bed and breakfasts.

Ann Wilson

Ms. Wilson asked if a final decision would be made by March 19. Mr. Watson noted that CIP changes are governed by provincial regulations. If adopted by March 19 and there are no appeals, the expanded CIP boundary could be in place by the end of April.

John Rojek

Mr. Rojek asked how long the grant is good for. Mr. Watson stated that it's good for as long as the CIP program is in place. Mr. Rojek asked if there is an expiry date. Mr. Watson explained that administration approaches Council each year with a report on program uptake and each year Council supports the program as it has been quite successful.

Monica Carruthers

Ms. Carruthers asked if there are any plans for the schoolhouse. Councillor Bjorkman noted that the Town has taken steps over the last few years to ensure that the building is secure by replacing the roof and windows. Future plans will probably be considered in the next term of Council.

Rob Long

Mr. Long asked if there are any plans for the harbour this year. Mr. Watson stated that the Town is conducting an environmental assessment. Council's direction was to talk with the Department of Fisheries and Oceans on doing an evaluation and determining costs. No change in ownership is expected this summer. Deputy Mayor Meloche noted that the federal government is currently focusing on commercial harbours rather than pleasure craft harbours. Councillor Snively noted that the Colchester Harbour Steering Committee met with Essex MP Tracey Ramsey and expressed an interest in taking it over, but upgrades are estimated at \$4.5 million. Councillor Bondy noted that the Town is looking for a grant to make an accessible ramp on the hill leading to the beach. She also noted that the Accessibility Committee is looking at fundraising to purchase a Mobi Mat to allow beach access for wheelchairs.

Rodney Hammond

Mr. Hammond noted a problem with a growing population of geese on the beach. Deputy Mayor Meloche noted that the purpose of the meeting is to discuss expansion of the Colchester CIP area and he asked Mr. Hammond to stay within those guidelines. Mr. Hammond asked a second question related to the schoolhouse and asked if it is safe for the public to view the schoolhouse. Deputy Mayor Meloche stated that Council is looking at providing the public with an opportunity to view the property.

Ann Wilson

Ms. Wilson expressed deep appreciation, on behalf of Explore the Shore and participating businesses, for the town's support over the last eight years. Deputy Mayor Meloche thanked her for her kind words and noted that Explore the Shore is an important component of tourism in our community. He noted that all members of Council have been very thankful that a group of individuals took it upon themselves to start this very successful initiative.

7. Adjournment

Moved by Councillor Rogers

Seconded by Councillor Bondy

(SP18-02-003) That the meeting be adjourned at 6:55 p.m.

“Carried”

Deputy Mayor

Deputy Clerk

The Corporation of the Town of Essex

Special Council Meeting

December 18, 2017

A Special Meeting of the Council of the Town of Essex was held on Monday, December 18, 2017 at 5:00 PM in the County of Essex Council Chambers, 360 Fairview Avenue West, Essex for a Public Meeting to present and obtain public input on a proposed amendment to By-Law 1344, being a by-law for the Imposition of Development Charges for The Corporation of the Town of Essex.

1. Roll Call

Present: Deputy Mayor Richard Meloche (Chair)
Ward 1 Councillor Randy Voakes
Ward 3 Councillor Ron Rogers
Ward 3 Councillor Larry Snively
Ward 4 Councillor Sherry Bondy
Ward 1 Councillor Steve Bjorkman (arrived 5:10 PM)

Regrets: Mayor Ron McDermott

Also Present: Donna Hunter, Chief Administrative Officer
Jeffrey Morrison, Director of Finance and Business Services
Doug Sweet, Director of Community Services
Chris Nepszy, Director of Infrastructure and Development
Rob Auger, Manager of Legislative Services/Clerk

General Public: Per attached Sign-in Sheet

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest noted.

3. Adoption of Published Agenda

a) December 18, 2017 Special Council Meeting Agenda

Moved by Councillor Rogers

Seconded by Councillor Snively

(SP17-12-001) That the published agenda for the December 18, 2017 Special Council Meeting being a Public Meeting pursuant to Section 12 of the *Development Charges Act, 1997*, to present and obtain public input on a proposed amendment to By-Law 1344, being a by-law for the Imposition of Development Charges for The Corporation of the Town of Essex be adopted as presented.

Carried

4. Reports from Administration

- a) Jeffrey Morrison – Director of Finance and Business Services and Treasurer – Verbal Report on a proposed amendment to By-Law 1344, being a by-law for the Imposition of Development Charges for the Corporation of the Town of Essex.

The proposed amendment will provide for a 100% discount for Development Charges on residential development in Ward 4, the former Town of Harrow, for a period commencing January 1, 2018 and ending on August 25, 2019.

- Corporate Services-Finance and Business Services 2017-06 :
(as originally received by Council at its October 2, 2017 regular meeting)

Moved by Councillor Bondy

Seconded by Councillor Voakes

(SP17-12-002) That the Verbal Report by Jeffrey Morrison – Director of Finance and Business Services and Treasurer concerning a proposed amendment to By-Law 1344, be received.

Carried

5. Public Presentations

- a) The Clerk reported that the Town received three pieces of correspondence from the public:

1. Harrow and Colchester South Chamber of Commerce

In this correspondence the Harrow and Colchester South Chamber of Commerce expressed their opinion in support of the temporary removal of residential development charges in Ward Four for one year, as there are families looking for homes in the Town, and the manufacturing companies are seeking skilled labour.

2. Tammy Affleck, Branch Manager of Libro Credit Union

In this correspondence Libro Credit Union Branch Manager, Tammy Affleck advised Council that their office currently has sixty five people that are pre-approved for mortgages and are looking for homes in the area, and that there is a shortage of skilled labour in the area. She told Council that they are in support of the Town providing incentives for the construction of homes in Ward Four.

3. Kevin Klassen

In this correspondence Mr. Klassen advised Council that he is in support of the removal of residential development charges throughout the entire municipality, not just Ward Four.

- b) Comments/Presentations if any from the Public attending the meeting as per the Sign-in Sheet.

1. Remo Valente, Developer

He supports the removal of development charges in Ward Four, but feels that it would be fair to everyone if there was a reduction in the residential development charges throughout the whole municipality.

6. Adjournment

Moved by Councillor Rogers

Seconded by Councillor Bjorkman

(SP17-12-003) That the meeting be adjourned at 5:40 PM.

Carried

Mayor

Clerk



Court of Revision Minutes

County of Essex Council Chambers, 360 Fairview Ave. W., Essex, Ontario

Tuesday August 8, 2017 at 5:00 PM

Malden Road Drain & Extension Bridge for Richard and Kimberly Myers Part Lot 10 Concession SMR Geographical Township of Colchester North, REI Project 2017 D010, Town of Essex, County of Essex.

1. Roll Call:

Present: Mayor Ron McDermott
Ward 1 Councillor Steve Bjorkman
Ward 1 Councillor Randy Voakes

Also Present: Dan Boudreau, Manager of Operations and Drainage Superintendent
Norman Nussio, Assistant Manager of Operations and Drainage
Robert Auger, Clerk
Gerard Rood, Professional Engineer, Rood Engineering Inc.
Donna Hunter, Chief Administrative Officer (Interim)
Tanya Tuzlova, Drainage Clerk

General Public: Kimberly and Richard Myers

2. Declarations of Conflict of Interest

Mayor Ron McDermott asked if there are any conflicts of interest. No conflict of interest was declared.

3. Appeals from Landowners

Mayor Ron McDermott advised that the purpose of the Court of Revision is to hear appeals regarding the Schedule of assessment only. The Schedule of Assessment may be altered but the total assessment must remain the same. If one assessment is reduced then another must be increased to balance.

4. List of Written Appeals of Assessment Received by the Clerk

The Clerk has informed that no appeals were received regarding this project.

5. Engineer to provide a Background on the Drain and Proposed Project.

Gerard Rood, Professional Engineer, Rood Engineering Inc. provided a summary of the project and his Report and advised that 100% of the cost of the project is allotted to the Myers since this is a new bridge. Mr. Rood further advised that tenders were received for the drainage works and that Shepley Excavating won the tender at \$11,350.00 which is within the range permitted for such projects.

6. Questions from Landowners

Mayor Ron McDermott asked the Myers if they have any questions regarding the project. The Myers advised that they do not have any further questions.

7. Court of Revision Decision

Moved by Councillor Steve Bjorkman

Seconded by Councillor Randy Voakes

(CR17-08-01) That the assessments contained in the report for the Malden Road Drain & Extension –Bridge for Richard & Kimberly Myers, Part Lot 10, Concession SMR, Geographical Township of Colchester North, REI Project 2017 D010, Town of Essex, County of Essex, as prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated May 9th 2017, be confirmed.

8. Adjournment

Moved by Councillor Steve Bjorkman

Seconded by Councillor Randy Voakes

(CR17-08-01) That the Court of Revision be adjourned at 5:06 PM.

The Corporation of the Town of Essex
Consideration of Report Meeting
Minutes
Malden Road Drain & Extension
Bridge for Richard and Kimberly Myers
Part Lot 10 Concession SMR Geographical Township of Colchester
North, REI Project 2017 D010, Town of Essex, County of Essex

County of Essex Civic Centre Council Chambers
360 Fairview Avenue West, Essex, Ontario
Tuesday July 4, 2017– 5:00 PM

1. Roll Call

Present: Mayor Ron McDermott, Chair
Deputy Mayor Richard Meloche
Ward 1 Councillor Steve Bjorkman
Ward 1 Councillor Randy Voakes
Ward 3 Councillor Bill Caixeiro
Ward 3 Councillor Larry Snively
Ward 4 Councillor Sherry Bondy

Also Present: Donna Hunter Chief Administrative Officer (Interim)
Chris Nepszy, Director of Infrastructure and Development
Dan Boudreau, Manager, Operations/Drainage Superintendent
Gerard Rood, Professional Engineer, Rood Engineering Inc.
Norm Nussio, Assistant Manager of Operations and Drainage

From the Public: Kim Myers
Richard Myers

The Chair called the meeting to order at 5:07p.m.

The Clerk confirmed that all notices have been sent in accordance with The Drainage Act

2. Declarations of Conflict of Interest

None declared

3. Public Presentations

- a) Gerard Rood, Professional Engineer provided a summary of the proposed project and identified drainage works together with presentment of his findings,

Consideration of Report Meeting Minutes– July 4, 2017

recommendations and proposed assessments all as further specified in his Report dated May 9th 2017.

Deputy Mayor Meloche asked about the expected timing of the project. Mr. Rood advised that the Court of Revision would be the next step and that the project would move forward on an expedited basis thereafter. The Clerk advised that the matter could come to a court of revision as early as August.

b) Other public delegations or presentations (if any).

Mr. Myers asked about if the cost of the project could be put on property taxes. Interim CAO Donna Hunter advised that it would be debentured over a 5 year period and that the interest rate was not known at the current moment.

Mrs Myers asked if it was possible to speed up the process by signing a waiver of appeal . Mr. Rood advised that this was possible and recommended that the Myers contact town staff in order to initiate that process. Mr. Boudreau advised that once the waiver is signed Town could at least move forward with the tendering process for the drainage works.

Moved by Councillor Bjorkman

Seconded by Councillor Snively

(D17-07-01) That the Presentation by Gerard Rood be received and that the Report for Malden Road Drain & Extension Bridge for Richard & Kimberly Myers, Part Lot 10, Concession SMR Geographic Township of Colchester North, REI Project 2017D010, Town of Essex, County of Essex as prepared by Gerard Rood, Professional Engineer dated May 9th 2017 be adopted, that a provisional by-law be prepared for Council approval and that the Report proceed to a Court of Revision to be scheduled. "Carried"

4. Adjournment

Moved by Councilor Snively

Seconded by Councilor Bjorkman

(D17-07-02) That the meeting be adjourned at 5:22 PM. "Carried"

The Corporation of the Town of Essex

Court of Revision Meeting Minutes

June 19, 2017

A Special Meeting of the Court of Revision of the Town of Essex was held on Monday, June 19, 2017 at 4.30 PM in the County of Essex Civic Centre Council Chambers, 360 Fairview Avenue West, Essex, Ontario.

Deputy Mayor Richard Meloche called the meeting to order at 4.30 PM to hear appeals regarding the Schedule of Assessments for Malden Road & Brush Sideroad Drain and Malden Road Drain & Extension- Bridge for Davidson & Updated Maintenance Schedules, Geographical Township of Colchester South, REI Project 2015D016, Town of Essex, County of Essex pursuant to the considered drainage report prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated February 9th, 2017.

1. Roll Call

Present: Deputy Mayor Richard Meloche

Ward 3 Councillor Larry Snively

Ward 4 Councillor Sherry Bondy

Also Present: Donna Hunter, Chief Administrative Officer

Dan Boudreau, Manager, Operations/Drainage Superintendent

Norm Nussio, Assistant Manager of Operations and Drainage

Robert Auger, Manager of Legislative Services (Clerk)

Tanya Tuzlova, Drainage Clerk

Gerard Rood, Professional Engineer, Rood Engineering Inc.

From the Public: Gary and Joanne Heyrman, Roll#440-01500

Carl Davison, Roll#440-01100 regarding the bridge

Bissonnette Joanne Roll#450-02000 and for roll#450-02020 R.& K. Myers

Iris Smith- not assessed into Malden Road drain

Glenda Beneteau, Roll#440-01200

2. Declarations of Conflicts of Interest.

None declared

3. Appeals from Landowners.

Deputy Mayor Richard Meloche reminded the audience that the purpose of this meeting is to hear only appeals regarding the Schedule of Assessments for Malden Road Drain schedules.

Deputy Mayor Richard Meloche asked Mr. Rood if he has any comments regarding the schedules of assessment. Mr. Rood provided a summary of his report which provides a construction schedule for Davison Bridge#2 (on pages 13-14) and maintenance schedules for both drains. The cost of each maintenance schedule is \$8,100.00. He added that properties with Farm Tax status could be eligible for 33.33% agricultural grant.

Deputy Mayor Richard Meloche asked if there are any appeals from landowners.

Glenda Beneteau:

Ms. Beneteau asked about the status of pursuing the trucking company for damages caused to the bridge. The Clerk advised that a demand letter was mailed out to the truck driver about two weeks after the Consideration of Report Meeting.

Glenda Beneteau said that a year ago she e-mailed information about the trucking company and pictures to the Drainage Department at Gesto Office. Robert Auger said he does not have this information. Norm Nussio said that he has the e-mails and pictures and will send them to the Clerk tomorrow.

Glenda Beneteau said that she is concerned about Karl Davison who may have to pay the full amount for the bridge. Deputy Mayor Richard Meloche said that when the money is recovered from the insurance company Mr. Davison will be reimbursed.

Ms. Beneteau asked if the Town will go after the driver's insurance company or after the trucking company and how long the process will take. The Clerk advised that there is a two year legal limitation in this matter and cannot give a definite answer as to how long it may take to pursue recovery if any of the damages occurred.

Ms. Beneteau said that this is the last meeting for this bridge and she asked whom to contact regarding this matter. Deputy Mayor Richard Meloche said that Robert Auger is involved in this process. He will contact Mr. Davison when more information is available.

Joanne Bissonnette asked if both her bridges are scheduled for repairs under this report. She said she has a horseshoe shaped driveway and wanted to know if both bridges are on the schedule.

Mr. Rood responded and stated that she is responsible for 54% of the cost for the first bridge #35 and 100% of cost for the second bridge #36. The remaining 46% of the cost for the first bridge #35 will be assessed to the upstream owners.

Joanne Bissonnette asked when the repairs will be done. Dan Boudreau answered that construction may be started 45 days after the Court of Revision. Joanne Bissonnette asked if the cost of the bridges can be put on her taxes and what the interest rates will be.

The Clerk advised that according to by-law the cost may be debentured for the period of five years and interest will be determined after construction. Joanne Bissonnette asked if Myers Bridge and her bridges could be repaired together to save on cost. Dan Boudreau said he expects savings at the construction stage. He also said that any special benefit would have to be borne by the land owner.

Deputy Mayor Richard Meloche asked if there are any further questions.

Councillor Snively said that he wanted to make sure that the Town follows up regarding the damage claim.

Councillor Bondy discussed the cost effectiveness of using the court process to pursue recovery of damages from the trucking company and/or their insurance company. She said that depending on the assessed damages the claimed amount may not be worth the cost of pursuing the legal action. She added that if the cost is not recovered then maybe Mr. Davison should be given some compensation such as \$1,500.00 which may be assigned to Roads Department.

Moved by Councillor Bondy

Seconded by Councillor Snively

(CR17-06-01) That the Schedule of Assessments for Malden Road & Brush Sideroad Drain and Malden Road Drain & Extension- Bridge for Davidson & Updated Maintenance Schedules, prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. be approved. Deputy Mayor Richard Meloche said that the part of the motion is that Councillors may revisit this decision and provide some relief to Mr. Davison if there is no ability to recover the cost from the insurance company. "Carried"

4. Adjournment

Moved by by Councillor Snively

Seconded by Councillor Bondy

(CR17-05-02) That the meeting be adjourned at 4.55 pm.

The Corporation of the Town of Essex

May 1, 2017 Court of Revision Minutes :

To Reconvene the Court of Revision held February 21st 2017 for the Southwest Branch of Shepley Drain – Repair and Improvement Snake Lane to Gore Road, REI Project 2015D035

The Court of Revision was re-convened on Monday, May 1, 2017 at 4.30 PM in the County of Essex Civic Centre Council Chambers, 360 Fairview Avenue West, Essex, Ontario.

Mayor McDermott called the meeting to order at 4.30 PM to hear appeals regarding the amended Schedule of Assessments for Southwest Branch of Shepley Drain - Repair and Improvement Snake Lane to Gore Road; Part Lots 9 & 10, Gore Concession Geographical Township of Colchester South, REI Project 2015D035, Town of Essex, County of Essex.

1. Roll Call

Present: Mayor Ron McDermott

Ward 3 Councillor Bill Caixeiro

Ward 4 Councillor Sherry Bondy

Also Present: Tracey Pillon-Abbs, Chief Administrative Officer

Dan Boudreau, Manager, Operations/Drainage Superintendent

Norm Nussio, Assistant Manager of Operations and Drainage

Robert Auger, Manager of Legislative Services (Clerk)

Tanya Tuzlova, Drainage Clerk

Gerard Rood, Professional Engineer, Rood Engineering Inc.

From the Public: Christopher and Linda Palmer, Roll#640-32400

Jerome and Rose Ferris, Roll#640-32750

Lynne and Rainer Pahl, Roll#700-02290

Felix Weight-Bienzle and Susan Weaver, Roll#700-02200 AFF Farms LTD

2. Declarations of Conflict of interest.

None Declared.

3. Appeals/Questions from Landowners.

The Chair Mayor Ron McDermott reminded the Court that the purpose of this meeting is to hear only the appeals regarding the amended Schedule of Assessments for Southwest Branch of Shepley Drain.

The Chair asked Mr. Rood if he has any comments or considerations regarding the amended schedule of assessment.

Mr. Rood replied that the maintenance schedule was updated to provide more accurate assessment and to provide the updated drain area. The amended report took into consideration previous reports on the same drain dated 1978, 1994, and 2006. Mr. Rood also said that concerns expressed by Mrs. Pahl were taken into consideration and topographic surveys were prepared per request for McKeen (Roll 640-323) and Palmer (Roll#640-324). Mr. Rood further advised that first principles were used as directed by the previous Court of Revision and that all properties are assessed into this drain if they have the possibility to connect to it. He noted that the concerns of Mrs. Pahl were addressed on pages 4 and 5 of the amended report.

Mayor Ron McDermott asked if there are any appeals from landowners:

Christopher Palmer:

Mr. Palmer asked why only a few properties were surveyed while his understanding was that every property should be surveyed. Mayor Ron McDermott reminded him that the questions should be only about the assessments.

Councillor Bondy said that these questions are related to the water flow and she needs an explanation because Pahl property does not have enlarged map. Mr. Rood explained the elevations on Pahl property and how they are related to the watershed line.

Mrs. Pahl :

Advised that she was physically examining the water flow on her property and she does not believe all her property is in the drain area.

Mr. Rood replied that the outlet is available to the property and explained the direction of the water flow in the area. Mr. Rood said that since Mr. Palmer's property has a direct access to the drain and is in the watershed area of the drain therefore it has a benefit from the drain and this property should be accessed into the drain.

Mrs. Pahl said that Mr. Rood should apply this principle equally to all properties. Therefore two more properties should be assessed into the drain.

Councillor Caixeiro said that he was on site and those two properties should not be assessed into the drain since they have outlets into Wilson Drain and Shepley Drain.

Mayor Ron McDermott asked Mrs. Pahl to state what exactly she is looking to appeal or have the Court of revision consider with respect to the amended assessments.

Mrs. Pahl answered that she appeals the fact that she feels there are two other properties that should be assessed. She also appeals the fact that part of her property is not in the drain area and therefore should not be assessed into the drain. She further stated that Mr. Rood does not apply his principles of assessment equally to all owners.

Mr. Rood explained that the discussed two properties were not assessed into the drain on previous reports. Mr. Rood also said that the Common Law principle of "no right of drainage for surface water" overrides the other principles.

Mayor Ron McDermott advised Mrs. Pahl that she has 21 days to appeal the decision of this Court.

Mayor Ron McDermott asked if there are any other questions to Mr. Rood.

Mr. Rood then explained the Tribunal process and the related cost. The Tribunal appeal will request the changes to the Report through the OMAFRA hearing. The cost of the procedure can be several thousand dollars and will be added to the drain cost. Mr. Rood added that anybody who appeals should provide a professional evaluation from another engineer in trying to make their case before the Tribunal. Mr. Rood said that in 99% of cases the additional evaluation is at the expense of the applicant.

Councillor Bondy asked what would be the cost in assessment of the discussed five-ten feet of Pahl property and if any adjustment could be done to the assessment. Mr. Rood said that councilors have right to adjust the property assessment by about 5% and add the assessment to the Roads Department.

Mrs. Pahl said that watershed area should be moved south. Mr. Rood replied that the watershed area is going through the highest points and cannot be moved south due to the elevations.

Moved by Councillor Bondy

Seconded by Councilor Caixeiro

(CR-18-05-01) That the schedule of assessment contained in the report for the Shepley Drain (Southwest Branch), prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. dated November 8th 2016 as amended by further Report dated March 27th 2017 prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. be confirmed.
"Carried"

4. Adjournment

Moved by Mayor Ron McDermott

Seconded by Councillor Bondy

(CR-18-05-02) That the meeting be adjourned at 5.25 pm. "Carried"

The Corporation of the Town of Essex
Consideration of Report Meeting Minutes

April 18, 2017

A Special Meeting of the Council of the Town of Essex was held on Tuesday, April 18, 2017 at 5:00 PM in the County of Essex Civic Centre Council Chambers, 360 Fairview Avenue West, Essex, Ontario.

Mayor McDermott called the meeting to order at 5:05 PM to consider the report for Malden Road & Brush Side road Drain and Malden Road Drain & Extension. Description: Bridge for Davidson (Roll# 440-01100) & Updated Maintenance Schedules -Geographical Township of Colchester North, REI Project 2015D016, Town of Essex, County of Essex.

1. Roll Call

Present: Mayor Ron McDermott
Deputy Mayor Richard Meloche
Ward 1 Councillor Steve Bjorkman
Ward 1 Councillor Randy Voakes
Ward 3 Councillor Bill Caixeiro
Ward 3 Councillor Larry Snively
Ward 4 Councillor Sherry Bondy

Also Present: Tracey Pillon-Abbs, Chief Administrative Officer
Chris Nepszy, Director of Infrastructure and Development
Dan Boudreau, Manager, Operations/Drainage Superintendent
Norm Nussio, Assistant Manager of Operations and Drainage
Robert Auger, Manager of Legislative Services (Clerk)
Tanya Tuzlova, Drainage Clerk
Gerard Rood, Professional Engineer, Rood Engineering Inc.

From the Public: Roll#440-01100: Carl Davison
Roll#440-15000: Joanne Heyrman
Roll#440-02100: Robert & Deborah Armstrong
Roll#440-01200: Glenda & Ray Beneteau

2. Public Presentations

Gerard Rood, P.Eng., Rood Engineering Inc. presented the Report and advised that the works relative to bridge replacement to serve parcel 440-01100 owned by Carl & Margaret Davison is in accordance with Sections 76 and 78 of The Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010.

Mr. Rood explained that the scope of work is to review the existing drainage works and the drainage area, and provide for a bridge replacement. New maintenance schedules should be prepared to properly distribute the cost of maintenance to all affected owners.

Mr. Rood informed that all interested agencies such as Ministry of Natural Resources and Forestry as well as Essex conservation Authority were informed about the project.

Mr. Rood explained that the last improvements on the drain were done in 1942, 1950 and 1978. The current state of the bridge was noticed due to the accident when truck fell into the drain from the bridge and one block slide into the drain.

Councillor Snively asked if the insurance company was contacted in connection with this accident. Norm Nussio replied that police was contacted, but the necessary incident report from the police was not received yet. There were attempts to receive the report through Clerk Robert Auger. Councillor Snively said that we should continue to pursue the insurance company to pay for the damages to the bridge.

Mayor Ron McDermott invited Mr. Armstrong to ask questions. Mr. Armstrong asked why his property is not grantable. Dan Boudreau has answered that Mr. Armstrong should contact OMAFRA and update farm status of his parcel.

Ray Beneteau:

Mr. Beneteau asked when the bridge will be constructed. Dan Boudreau answered that it will be constructed this year.

Mr. Rood said that he should review the drain area utilizing New Canaan report and to properly review the frontage of the properties along the drain.

Carl Davison:

Mr. Davison asked if the Town can obtain any grants and financing to reduce the cost of project for residents. Mr. Rood replied that Municipality applies for grants and financing for the works. Carl Davison asked if the residents will be charged the full amount of the project given the accident that had occurred. Councillor Bill Caixeiro said that if we recover money in connection with damage from this accident, we will apply it to the cost of the project. Bill Caixeiro also said that he will try to assist to obtain the incident report. Councillor Bill Caixeiro asked for the address of the property where the damage accrued.

Joanne Heyrman:

Ms. Heyrman asked questions about her assessment. Dan Boudreau approached her and explained her how it was calculated.

Mayor Ron McDermott advised that any questions regarding assessments to each property will be discussed at the upcoming Court of Revision Meeting. Today's meeting is regarding the Engineer's Report and proposed the drainage works.

Moved by Councilor Bjorkman

Seconded by Deputy Mayor Meloche

(D17-04-01) That the report for Malden Road & Brush Side road Drain and Malden Road Drain & Extension prepared by Gerard Rood, Professional Engineer be adopted and the report processed to a Court of Revision to be scheduled. "Carried"

3. Adjournment

Moved by Mayor Ron McDermott

Seconded by Councillor Caixeiro

(D17-04-02) That the meeting be adjourned at 5.45 pm. "Carried"

The Corporation of the Town of Essex

Court of Revision Meeting

February 21, 2017

A Special Meeting of the Court of Revision of the Town of Essex was held on Tuesday, February 21st, 2017 at 5:00 PM in the County of Essex Civic Centre Council Chambers, 360 Fairview Avenue West, Essex, Ontario.

Mayor McDermott called the meeting to order at 5:08 PM to hear appeals regarding the Schedule of Assessments for Southwest Branch of Shepley Drain - Repair and Improvement Snake Lane to Gore Road; Part Lots 9 & 10, Gore Concession Geographical Township of Colchester South, REI Project 2015D035, Town of Essex, County of Essex.

1. Roll Call

Present: Mayor Ron McDermott

Ward 3 Councillor Bill Caixeiro

Ward 4 Councillor Sherry Bondy

Also Present: Tracey Pillon-Abbs, Chief Administrative Officer

Dan Boudreau, Manager, Operations/Drainage Superintendent

Norm Nussio, Assistant Manager of Operations and Drainage

Robert Auger, Manager of Legislative Services (Clerk)

Tanya Tuzlova, Drainage Clerk

Gerard Rood, Professional Engineer, Rood Engineering Inc.

From the Public: Christopher Palmer, Roll#640-324

Felix Weight-Bienzle and Susan Weaver, Roll#700-02200 AFF Farms LTD

Peter McKeen, Roll#640-32300

Jerome Ferris, Roll#640-32750

Lynne and Rainer Pahl, Roll#700-02290

Robert Whitehead, Roll#700-02201

Jerome & Rose Ferris, Roll#640-32750

Walter McLean/Gorski land Holdings Inc., Roll# 640-32500

2. Declarations of Conflict of Interest

None declared.

3. Appeals from Landowners.

Mayor Ron McDermott reminded the audience that the purpose of this meeting is to hear only the appeals regarding the Schedule of Assessments for Southwest Branch of Shepley Drain.

Mayor Ron McDermott asked Mr. Rood if he has any comments or considerations regarding the schedules of assessment.

Mr. Rood replied that maintenance schedules were based on 1978 report and further reports on the same drain dated 1978, 1994, and 2006. He added that properties with Farm Tax status are eligible for 33.33% agricultural grant.

Mayor Ron McDermott asked if there are any appeals from landowners.

Christopher Palmer:

Mr. Palmer asked why his property is assessed four times higher than the other farm properties. He said that he thinks it is unfair to pay an assessment that high while he is already paying property taxes. He also asked why he is paying for culverts if he does not benefit from them.

Mr. Rood replied that since Mr. Palmer's property has a direct access to the drain and is in the watershed of the drain therefore he has a benefit from the drain and his property should be accessed into the drain.

Mr. Rood also added that covered drain requires lower maintenance and is a modern and cost-effective solution for the project.

Mr. Palmer argued that water from his property is not going to the drain and that soil condition permit to build open ditch drain.

Mr. Rood replied that the drain was originally constructed as "closed" drain in 1978. Since the drain was not abandoned and therefore should be maintained.

Mr. Palmer said that he will appeal his assessment.

Mayor Ron McDermott reminded everyone that the questions should be only about the value of assessments.

Mr. McKeen :

Mr McKeen asked why his assessment is higher per acre that the assessment of Mr. Palmer's property.

Mr. Rood replied that his calculations follow the principals established in the Drainage Act. He said that McKeen's property is smaller, more developed and closer to the drain. Therefore the assessment per acre is higher since smaller parcels have more hard surfaces.

Mr. McKeen asked if the assessed properties were surveyed.

Mr. Rood replied that according to the established practices he has to take into consideration previous assessments unless there are major changes in the area. Mr. Rood also added that drain benefits all properties and assessment is based on the standard practices taking into consideration fairness of cost distribution of previous reports.

Councilor Caixeiro said that that report has considerable money value and only nine people assessed into it. He said that he feels that Mr. Rood should not use old reports. Councilor Caixeiro said that he does not like how Mr. Rood has come up with the assessment numbers. Mr. Rood replied that he believes that the cost of the drain is balanced. If similar lots are compared the cost distribution is fairly distributed and balanced. Residential properties are assessed 2-3 times higher than farm properties which is a fair representation of the cost distribution.

Mr. McKeen said that he is willing to pay \$3500 per acre and the difference in his assessment should go to Roads assessment.

Mr. Rood noted that the total cost of the assessment should stay the same.

Councillor Bondy said that asking for a lower assessment for one resident means that the other residents will have to pay for this drain as a rural levy.

Councillor Caixeiro asked Mr. Rood how much it will cost to redo the schedule and to update the assessments.

Mr. Rood replied that it will cost about \$2,000-\$3,000 to perform reevaluation using aerial maps. Mr. Rood added that the cost may double if topographic field survey is required.

Lynne Pahl:

Mrs. Pahl presented her calculation of what the rates per acre should be.

Mrs. Pahl said that acreage of Felix Weight-Bienzle's property is wrong: it should be 39.5 acres and not 20 acres. She also said that Felix's house is not on the map.

Mrs. Pahl asked Mr. Rood why neighboring properties are not on the assessment schedule.

Mr. Rood explained the water flow at Snake Lane and Gore Road. According to Mr. Rood the water from these properties does not get to the Shepley Drain.

Mrs. Pahl said that the assessment is wrong and Mr. Rood did not make investigations and that there are large discrepancies in the report.

Councillor Bondy said if Mr. Rood should re-verify the schedule and recalculate and survey the assessments and drainage areas.

Mayor Ron McDermott asked Dan Boudreau how the timeline will influence the planned drainage works if there is a re-verification/re-calculation.

Dan Boudreau said that it will take about 12 days to receive the requested recalculation from Mr. Rood and another 21 days to set up the date of the next Court of Revision.

Moved by Councillor Caixeiro

Seconded by Councillor Bondy

(CR-17-02-01) That the properties pertaining to the Assessment Schedule for Southwest Branch of Shepley Drain-Repair and Improvement Snake Lane to Gore Road; Part Lots 9 & 10, Gore Concession, as prepared by Gerard Rood, Professional Engineer, Rood Engineering Inc. be surveyed/ and assessments accordingly recalculated if necessary with presentment to a re-convened Court of Revision. "Carried"

4. Adjournment

Moved by Mayor Ron McDermott

Seconded by Councillor Bondy

(CR-17-02-02) That the meeting be adjourned at 6.01 pm. "Carried"

No correspondence available for presentation

No advanced correspondence available for discussion.



Report to Council

Department: Planning
Date: May 22, 2018
Prepared by: Jeff Watson, Policy Planner
Submitted by: Chris Nepszy, P.Eng., PE
Director, Infrastructure and Development
Report Number: Planning 2018-23
Subject: Affordable Housing Options
Number of Pages: 8

RECOMMENDATION(S)

That the following funding initiative be adopted to stimulate the construction of affordable and special needs dwelling units in the communities of Essex Centre, Harrow, Colchester and McGregor: 100 percent rebate of the municipal portion of development charges for the construction of new dwelling units constructed under the Ontario Investment in Affordable Housing Program.

REASON FOR REPORT

To set out an option for Council’s consideration regarding the provision of affordable and special needs housing within our urban centers.

BACKGROUND

The provision of affordable housing to meet the needs of people who would otherwise be shut out of the housing market is a matter of concern to many municipalities, including the Town of Essex, and to the provincial and federal governments. This report outlines what the Town has done to permit a variety of housing options and what could be done to support new affordable and special needs housing initiatives.

Note that there are a number of affordable and special needs housing incentives offered at the provincial and federal level. In Appendix A to this report, a list of housing programs offered through Canada Mortgage and Housing is shown. Most programs are focussed on housing allowances, subsidies and support services.

Of note, the Province is also introducing more regulations and options related to the construction of affordable dwelling units through amendments to the Planning Act and

Building Code, as part of its long term affordable housing strategy. This is in transition and will be the subject of subsequent reports to Council as they are adopted.

It must be stated that there are no long term solutions to the lack of affordable housing supply regionally that can be accomplished solely at the municipal level. Housing costs will continue to rise for reasons outside of municipal control. With regard to rental housing and housing to serve special needs, this is also market driven at present.

No regional or local policies are in place to mandate the provision of special needs housing. Where such housing has been constructed regionally it is principally through a provincial funding program, Investment in Affordable Housing for Ontario (IAH). The goals of this program and how the Town can be involved in it is the subject of this report.

This report identifies initiatives that have been and could be undertaken by the Town of Essex to supplement or support provincial objectives and programs.

COMMENTS

The Provincial Policy Statement (PPS) sets out municipal obligations for the provision of housing that is both affordable and varied in type to meet the needs of all persons, including persons with disabilities requiring special housing accommodation.

Provincial Housing Policy and Local Needs:

As outlined in our report to Council of April 3, 2018, municipalities shall have regard to and are bound by the policies of the Provincial Policy Statement (PPS). Under the PPS (section 1.4.3), "Planning Authorities shall provide for an appropriate range and mix of housing types and densities...and establish minimum targets for the provision of housing which is affordable to low and moderate income households. They shall permit and facilitate all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs residents, and all forms of residential intensification including second dwelling units...."

Affordable housing is generally defined as housing accommodation consuming less than 30 percent of average family income (Canada Mortgage and Housing) or rents at 10 percent or more below the average rent (Ministry of Housing). According to the Canadian Census data 2016, in Essex Centre 10 percent of families spend more than 30 percent of their income for owner occupied shelter and 42 percent for tenant occupied dwellings. The number of families that are finding housing less affordable in Essex Centre and in our sister communities is rising, which will certainly be reflected in the next census. Few affordable rental

opportunities exist anywhere in the County and, overall, no new rental housing is available in the Town of Essex

Average monthly rent in Essex Centre for a two bedroom apartment is \$760, low by regional standards. This low number reflects the high number of subsidized dwellings units, which represent almost all available rental housing. Rental housing of any kind in our 4 urban centers is difficult to find as no new rental housing of significance has been constructed in our urban centers for decades. The vacancy rate is currently at 3 percent, severely restricting rental opportunities. For a healthy rental market the vacancy rate should be 6-8 percent.

Harrow and Colchester have few rental housing options in general. Harrowood Senior Community Living, which accommodates seniors in both a rest home environment and in modest townhomes, is a good example of housing accommodation that provides housing to meet varied needs. But it is specific to the needs of seniors requiring assisted living accommodation.

The availability of owner-occupied freehold housing for low and moderate income families is scarce in our urban centers. Currently (May 2018), for housing selling for less than \$275,000.00, there were 4 single detached homes in Essex Centre, 1 in Harrow, 2 in Colchester and 1 in McGregor.

In the past, our urban communities have had the benefit of an existing housing stock priced at a level that would serve the needs of most residents. However, in the last few years, existing house prices have risen regionally and new construction is now becoming much less affordable relative to median (\$66,000.00 in Essex Centre) and lower family incomes and market demand for housing generally has risen significantly. Kimball Estates, for example, are providing housing in the form of townhomes exceeding \$350,000.00 and they will likely be built out by year's end to meet latent demand.

It is a combination of higher market demand, rising interest rates, increasing land and servicing costs, higher construction labour rates and material costs and the limited availability of existing housing stock that is forcing up prices of owner-occupied housing. These market conditions further disenfranchise those persons of low to moderate income and with special needs that the Provincial housing mandates are aimed at helping.

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

Under the Town's Official Plan (OP), which incorporates the housing policies of the PPS and County of Essex OP, a target of 25 percent of new housing should be affordable housing, housing in the form of owner-occupied housing in the \$150,000.00-\$250,000.00 range or

rental housing averaging less than \$1000.00-\$1400.00 (rent, parking fees and basic utilities) monthly.

To help meet this goal, the Town has:

1. Pre-zoned greenfield lands for a mix of housing – single, semi-detached and townhome units. This permits builders to market their lands for a variety of buyers and needs. Seniors for example are showing a preference for single storey dwellings, primarily townhome dwellings, with garage parking and reduced outdoor open space on site. Young families have somewhat different priorities.
2. Zoned specific sites, such as the former Weston Bakery site, to multiple residential (owner occupied, condominium or rental units) zoning. There are few opportunities for multiple dwellings in our urban communities so the opportunity to provide for such accommodation when land and services are available should be taken.
3. Zoned for second dwelling units in single-detached, semi-detached and townhome dwellings in our Settlement Areas. This is classified as secondary rental accommodation. While not actively adopted here, it is a very popular means of providing affordable rental housing in high growth, high cost areas to help pay down high mortgages in regions where affordable housing is in high demand. Between 2007 and 2016, Guelph averaged 120 new secondary dwelling units per year. Rising house prices will boost demand for such accommodation here.
4. In our three Community Improvement Plan Project Areas, provided \$5,000 for the creation of an affordable rental dwelling unit (renting for \$1000.00 all in monthly) in a former commercial space or in an existing dwelling.

Despite these efforts, our current inventory of rental housing and affordable housing is old; few new projects have been undertaken in the last two decades.

Any long term solution is closely tied to multi-level governmental joint programs, participation and funding. While some municipalities have benefitted from provincial funding to support their own affordable housing goals, such construction funds are not presently available to the Town directly, as we do not have our own housing authority.

Local projects in the County are primarily initiated by builders under the IAH program, who seek endorsement by local council. They may request supporting funding from Council to help gain priority for project approval by the Service Provider, who allocates provincial

funding regionally and administers the local program. The Town is committed to the provision of housing to meet a variety of needs and there are options that can be explored to help stimulate development interest and funding approval for affordable and special needs housing here.

Local Option: Funding to reduce Development Charges for affordable and special needs housing.

In order to stimulate new house construction in Harrow, Council removed the requirement for the payment of development charges until the end of August 2019. This applies to all forms of residential accommodation and is not tied to the price or type of housing.

Council has the option to rebate the municipal portion of development charges (DC) for new affordable and special needs rental housing - single, semi-detached, townhome and multiple dwellings, freehold and rental, in each of our 4 settlement areas.

The municipal portion of our current DC rates, by use, is shown below:

By-law 1344	Single and semi-detached dwelling	2 bedroom apartment	Bachelor and one bedroom apartment	Other multiple dwelling unit
Municipal Wide Services	\$7,101.85	\$4,118.97	\$3,148.71	\$4,901.77

The rebate in development charges should be offered specifically to support projects approved under the IAH program. By working through this program, the Town has the assurance that the housing project will meet and be governed by the contractual terms acceptable to the Service Provider and proponent. Under the terms of the IAH program, rental units in an approved project must rent at a rate equal to or less than 80% of the CMHC Average Market Rental for the community for a period of 20 years. Which projects are based on local housing needs and for the target groups selected by the Service Provider.

Except to fund the rehabilitation of existing affordable dwelling units, the Town of Essex has not benefited from the IAH program as far as new housing is concerned. Builder interest has focused primarily on projects in Amherstburg and Kingsville. Without its own housing company, Essex must depend on the initiative of a home builder interested in constructing affordable and special needs housing here.

The Town’s offer to rebate development charges for new affordable and special needs home construction would demonstrate to the Service Provider the Town’s commitment to the provision of affordable and special needs housing in our urban centers.

It is recommended that a rebate program be established to provide 100% rebate of the municipal portion of development charges for projects that meet the criteria identified above. Any rebate of development charges to meet housing objectives either through a rebate program must be compensated for.

The funding mechanism for the rebate on the municipal portion of the development charges would be funded internally through a loan from the landfill reserve. The loan principal and interest would be serviced through the incremental tax increase associated with each development (similar to the model developed under the reduction of commercial development charges). The payback period is estimated to be between 4 to 5 years.

FINANCIAL IMPACT

The 100% rebate of the municipal portion of residential development charges for affordable housing would be funded through the new tax revenue or incremental property tax revenue from each applicable development with no impact on the existing tax base.

LINK TO STRATEGIC PRIORITIES

The Town of Essex Official Plan and provincial and mandates require that a variety of housing, including affordable and special needs housing be made available within each community.

Reviewed by:

- Donna Hunter, Chief Administrative Officer - concurs
- Chris Nepszy, Director of Infrastructure and Development - concurs
- Jeff Morrison, Director of Corporate Services - concurs
- Nelson Silveria, Economic Officer - concurs
- Rita Jabbour, Assistant Planner - concurs

Business / Government / Housing Organizations



[Affordable Housing in Canada](#) > [Funding for Affordable Housing](#) > [Investment in Affordable Housing \(IAH\) 2011 – 2014](#) > [Affordable Housing Programs Across Canada](#) > Affordable Housing Programs in Ontario

The [Ministry of Municipal Affairs and Housing](#) is responsible for affordable housing programs in Ontario. Housing programs are delivered by local service managers as they know best the housing needs in their communities. You may wish to [contact your service manager](#) for more information on the housing programs they have chosen to offer.

Affordable Housing Programs in Ontario

The following programs are included under the CMHC — Ontario Agreement for Investment in Affordable Housing.

Programs to Increase the Supply of Affordable Housing

- [Rental Housing Component](#)
Forgivable loans to create new affordable rental units. This program serves: **Renters including seniors, persons with disabilities, recent immigrants, Aboriginal people, victims of family violence, working poor, singles and families.**
- [Off-Reserve Aboriginal Housing — Rental Component](#)
Forgivable loans to create new affordable rental units for Aboriginal people living off-reserve. This program serves: **Aboriginal renters living off-reserve**
- [Ontario Renovates](#)
Forgivable loans to homeowners and landlords for major repairs, to add habitable living space to remediate overcrowding, for accessibility modifications, to create secondary/garden suites or repair and rehabilitate shelter units that assist victims of family violence. This program serves: **Homeowners; Renters; Seniors; Persons with disabilities; Victims of family violence**

Programs to Improve Housing Affordability

- [Rent Supplement Component](#)
Rent supplements paid to landlords on behalf of households in need of rental assistance. This program serves: **Renters**
- [Housing Allowance Component](#)
Housing allowance payments provided directly to renters to help address housing affordability issues. This program serves: **Renters**
- [Home Ownership Program](#)
Down payment assistance for the purchase of an affordable home. This program serves: **Current renters interested in purchasing a home**
- [Off-Reserve Aboriginal Housing — Assisted Homeownership](#)
Down payment assistance for the purchase of an affordable home. This program serves: **Aboriginal people living off-reserve**

Programs to Renovate and Repair Housing

- [Ontario Renovates](#)
Forgivable loans to homeowners and landlords for major repairs, to add habitable living space to remediate overcrowding, for accessibility modifications, to create secondary/garden suites or repair and rehabilitate shelter units that assist victims of family violence. This program serves: **Homeowners; Renters; Seniors; Persons with disabilities; Victims of family violence**
- [Off-Reserve Aboriginal Housing — Homeowner Repair](#)
Forgivable loans for Aboriginal homeowners living off-reserve to undertake repairs and accessibility modifications. This program serves: **Aboriginal homeowners living off-reserve**

Programs to Foster Safe Independent Living

- [Ontario Renovates](#)
Forgivable loans to homeowners and landlords for major repairs, to add habitable living space to remediate overcrowding, for accessibility modifications, to create secondary/garden suites or repair and rehabilitate shelter units that assist victims of family violence. This program serves: **Homeowners; Renters; Seniors; Persons with disabilities; Victims of family violence**
- [Off-Reserve Aboriginal Housing — Homeowner Repair](#)
Forgivable loans for Aboriginal homeowners living off-reserve to undertake repairs and accessibility modifications. This program serves: **Aboriginal homeowners living off-reserve**

The following are links to housing programs in Ontario that are not included under the CMHC — Ontario Agreement for Investment in Affordable Housing.

- [Community Homelessness Prevention Initiative](#)
- [Help for Low-Income Consumers \(LEAP\)](#)
- [Ontario Energy and Property Tax Credit](#)



Report To Council

Department: Planning
Date: May 22, 2018
Prepared by: Rita Jabbour
Assistant Planner
Submitted by: Chris Nepszy, P.Eng., PE
Director, Infrastructure and Development
Report Number: Planning 2018-24
Subject: Retention of Consultant for Development Charges
Background Study and Bylaw
Number of Pages: 5

Recommendation(s)/Conclusion(s)

- 1). That Council receive report Planning2018-24; and,
- 2). That Council waive the requirements for proposals for Professional Services in accordance with Section 22.02 of Bylaw Number 1043 and award the services required to prepare a Development Charges Background Study and Bylaw for the Town of Essex to the consulting firm of Watson and Associates Economists Ltd.

Reason for Report

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

Background

Development charges allow municipalities to shift the responsibility for growth-related capital expenditures for municipal services from the general municipal tax levy to the development industry in order to help offset increases in the general tax levy. A Development Charges Background Study and Bylaw must be completed by the Town every five years, as required under the Development Charges Act. The objectives of the Study are to determine if development charges are sufficient to recover capital costs incurred by the Town to service areas of residential and non-residential growth. Servicing needs and the potential for special area surcharges for areas unique in the Town should be addressed as well.

Bill 73 Changes

Bylaw 1344 expires on September 1, 2019, however, as a result of Bill 73 changes, the development charges process now requires a minimum 60-day circulation period for the background study, thus extending the time needed to adopt a development charges bylaw. New asset management requirements have also been introduced which may require additional consideration by the municipality.

Comments

Due to Bill 73 changes, municipalities are advised to update growth forecasts; assemble all master plans undertaken for the past five years; update service standard inventory and replacement cost information; provide annual development charges reserve fund statements; provide the most recent capital budget; and, review and update capital forecast servicing needs to accommodate future growth, as soon as possible. As such, the Town of Essex requires the services of a consultant who is proficient in development charges studies, the Development Charges Act, 1997, and related regulations, in order to undertake background analyses and complete a Development Charges Background Study and draft Development Charges Bylaw.

A complete scope of work expected to be undertaken by the consultant is listed under Appendix A.

As one of Canada's leading economic consulting firms, Watson and Associates Economists Ltd. offers a comprehensive range of fiscal planning and policy services to clients in government and the private sector throughout Ontario and beyond. The firm is widely recognized as a leading authority on the fiscal aspects of the municipal government.

Town's Procurement Bylaw 1043

Upon written recommendation of a Department Head, Council may waive the requirement for quotations or proposals and approve a consultant or professional service for a particular project without a competitive process when one or more of the following conditions exist:

- a) The works are a continuation of a previous project;
- b) The firm has demonstrated unique qualifications to undertake the project such as :
 - a. In-house expertise; or,
 - b. Historical data on the municipality:

Watson and Associates was contracted in 2014 to undertake the preparation of a Development Charges Background Study and Bylaw. Their study culminated in the adoption of Bylaw 1344, being a bylaw for the imposition of development charges for the Corporation of the Town of Essex. Watson and Associates was chosen to undertake the Development Charges Background Study in 2014 because of their extensive experience on similar projects throughout the County of Essex (Amherstburg, Leamington, Lasalle, Tecumseh, Kingsville, Lakeshore) and Chatham-Kent. The firm was also the consultant contracted to undertake the 2009 Development Charges Background Study for the Town of Essex. The firm's access to previous calculations, documents and background information greatly assisted in the preparation of the 2014 study and bylaw in a fashion that was timely and in accordance with requirements of the Development Charges Act.

- c) Time constraints are such that to seek quotations or tenders would result in increased costs or loss of provincial or federal funding.

The acquisition process described under section 22.00 of Bylaw 1043 pertains to acquisitions that are predominantly or exclusively for consulting and professional services which may include financial consultants, economists and any other professional services which may be required by the Town of Essex.

Financial Impact

The Development Charge Background Study has been approved under the 2018 Capital Budget in the amount of \$35,000, with \$31,500 (90%) coming from the Development Charge Reserve.

Reviewed by:

Donna Hunter, Chief Administrative Officer –concurs

Jeffery Morrison, Director, Corporate Services/Treasurer –concurs

Chris Nepszy, Director, Infrastructure and Development –concurs

Jackson Tang, Assistant Manager, Business Services –concurs

Appendix A –Proposed Scope of Work

- a) Identifying information required from Town of Essex staff and estimate the amount of time it would take staff to gather the information;
- b) Review current and long term population and growth analysis and if necessary, undertake an update of this analysis and other primary statistical and data elements;
- c) Evaluating options for development charges based on geographic service areas; developing an appropriate methodology for calculating levels of service and allowable charges for services eligible for development charges funding;
- d) Determine the extent to which and where service area can be broken out;
- e) Evaluating various Service Area Options including calculating appropriate development charges rates for each potential Service Area;
- f) Completing a cash-flow analysis based on revenues and expenditures to ensure anticipated development charges revenues will provide for necessary expenditures;
- g) Calculate incremental Operating Costs (as required by the Development Charges Act) related to growth expenditures;
- h) Assisting the Town in considering new services to be included in the By-law;
- i) Providing advice with respect to various development charges related issues;
- j) Ensuring the Study meets all the requirements of the Development Charges Act, 1997 and related Regulations.



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

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

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

1. REASON FOR REQUEST

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

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

2. NAME AND TYPE OF CONSULTING OR PROFESSIONAL SERVICE

Name of Professional Service: Watson and Associates Economists LTD.

Type of Professional Service (select one):

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

3. EXPLANATION OF REQUEST

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

As one of Canada’s leading economic consulting firms, Watson and Associates Economists Ltd. offers a comprehensive range of fiscal planning and policy services to clients in government and the private sector throughout Ontario and beyond. The firm is widely recognized as a leading authority on the fiscal aspects of the municipal government. Watson and Associates was contracted in 2014 to undertake the preparation of a Development Charges Background Study and Bylaw. Their study culminated in the adoption of Bylaw 1344, being a bylaw for the imposition of development charges for the Corporation of the Town of Essex. Watson and Associates was chosen to undertake the Development Charges Background Study in 2014 because of their extensive experience on similar projects throughout the County of Essex (Amherstburg, Leamington, Lasalle, Tecumseh, Kingsville, Lakeshore) and Chatham-Kent. The firm was also the consultant contracted to undertake the 2009 Development Charges Background Study for the Town of Essex. The firm’s access to previous calculations, documents and background information greatly assisted in the preparation of the 2014 study and bylaw in a fashion that was timely and in accordance with requirements of the Development Charges Act.



4. REQUESTING DEPARTMENT INFORMATION	
Name of Department Head:	Chris Nepszy
Department Name:	Infrastructure and Development
Date of Request:	May 22, 2018

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



Report to Council

Department: Planning

Date: May 22, 2018

Prepared by: Jeff Watson, Policy Planner

Submitted by: Chris Nepszy, P.Eng., PE
Director, Infrastructure and Development

Report Number: Planning 2018-25

Subject: The development of 5 single-detached dwelling units
by Compound Holdings Harrow East side of Levergood
Lane south of County road 50 in Ward 3

Number of Pages: 4

RECOMMENDATION(S)

That By-law 1708 authorizing the execution of a development agreement between the Town of Essex and Compound Holdings Harrow, Brian Curtis, agent be approved.

REASON FOR REPORT

For the execution of a development agreement to permit the construction of 5 single detached dwellings on the east side of Levergood Lane between County Road 50 (CR50) and Erie Shores Drive for Compound Holdings Harrow, B.Curtis, agent.

BACKGROUND

With reference to the location map attached as Appendix A and the lot plan attached as Appendix B , Mr. Curtis wishes to construct 3 single detached dwellings on lots on the east side of Levergood Lane and 2 on the south side of County Road 50 (CR50). All lots are in excess of 1850 meters squared (m2) approximately 20,000 square feet (sq ft) each and will be developed in accordance with a servicing agreement executed by By-law 1708, if approved by Council. Several meetings have taken place with Mr. Curtis and his engineer, Win Elzinga, of Baird AE to address the servicing requirements and options.

COMMENTS

The property is zoned HR1.1, low density residential, with the H being a hold on building permits until specific preconditions have been satisfied. These include the execution of a

servicing agreement and lotting plan of the property through an application for consent to sever by the Committee of Adjustment. For this number of lots, consent through the Committee is the preferred option.

As noted, the lots are of a generous size. The reason for this is to accommodate a septic treatment system on each lot and to meet the requirements of the Essex Region Conservation Authority (ERCA) for setbacks from the Bondy Drain that extends diagonally through the property. As well, the lot sizes are more reflective of the semi-rural character of the area immediately south of CR50.

In order to build, it is necessary for the proponent to enter into a servicing agreement for the provision of municipal services and other utilities as needed. A sanitary sewer extends along Erie Shores Drive and the south section of Levergood, south of the drain, which can potentially service the single lot south of the drain. However, the proponent will utilize septic systems for the 4 lots north of the drain on Levergood and CR50. The septic systems will be tertiary treatment septic systems which require a minimum of 10,000 sq ft of lot area under Zoning By-law 1037, less than the proposed lot sizes. Storm water will be directed to the Bondy Drain in accordance with a storm water management plan approved by the Town and ERCA. Levergood Lane has a paved semi-rural cross-section and is satisfactory for the proposed development. It is lighted at the CR50, Levergood intersection. Driveway permits will be required from the County to access CR50 for the two lots fronting on CR50.

FINANCIAL IMPACT

The provision of the required municipal services will be the responsibility of the developer.

LINK TO STRATEGIC PRIORITIES

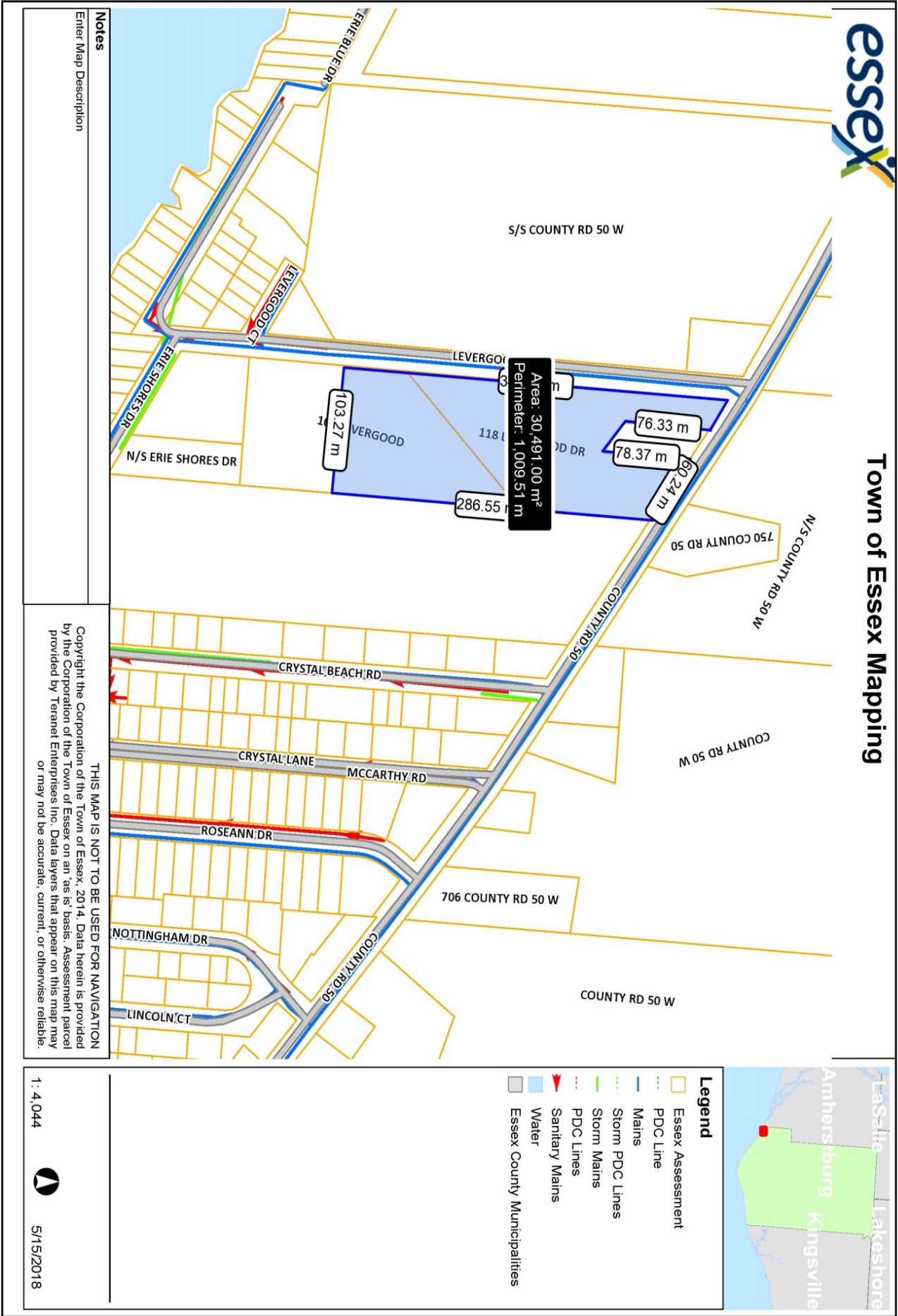
This report is linked to this Strategic Priority:

As mandated by the Provincial Policy Statement and our Official Plan, the Town is committed to the provision of a variety of housing developments by mix, intensity and affordability in order to provide broader housing options and to meet the needs of all persons for adequate, energy efficient, safe and sustainable housing accommodation.

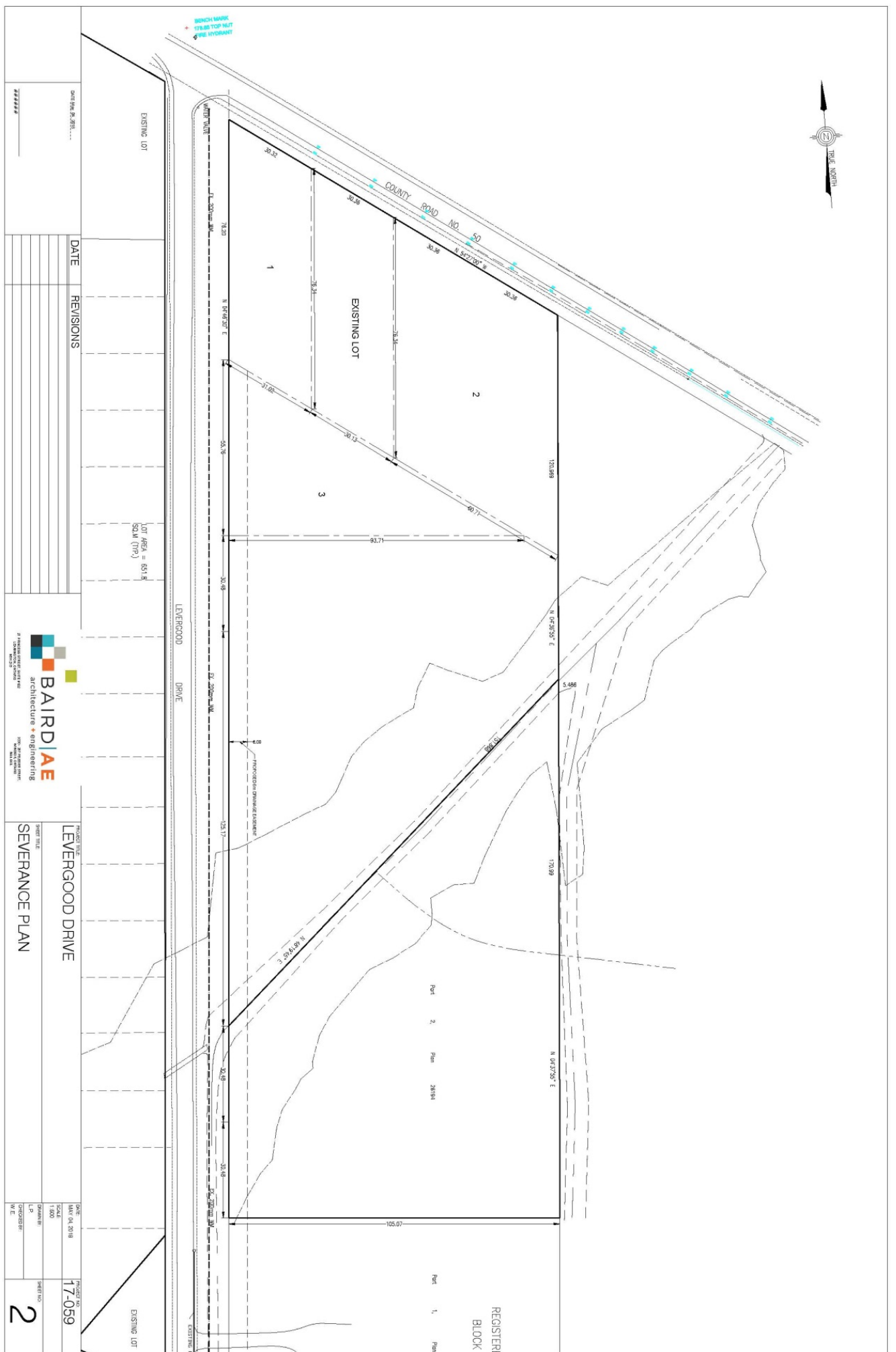
Reviewed by:

Chris Nepszy, Director of Infrastructure and Development - concurs
Rita Jabbour, Assistant Planner - concurs

Appendix A – Location Map



Appendix B – Lotting Plan



THE CORPORATION OF THE TOWN OF ESSEX

BY-LAW NO. 1708

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

THE CORPORATION OF THE TOWN OF ESSEX

AND

Compound Holdings Harrow

WHEREAS pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, Compound Holdings Harrow is desirous of constructing 5 dwelling units on the east side of Levergood Lane and the south side of County Road 50 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;

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

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

Read a first and second time and provisionally adopted on May 22, 2018.

Mayor

Clerk

Read a third time and finally passed on June 4, 2018

Mayor

Clerk

SCHEDULE "1"

THIS AGREEMENT made this 22 day of May, 2018

BETWEEN:

Compound Holdings Harrow

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 the construction of 10 dwellings requiring the extension of municipal services within the limits of the Town;

AND WHEREAS the Town has accepted the proposal for residential construction on lots registered with the local Land Registry Office;

AND WHEREAS the lands subject to the provisions of this Development Agreement comprise Part of Block A, registered plan 1466, on the east side of Levergood Lane and the south side of County Road 50, as shown in Schedule "A" attached hereto;

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 THE AGREEMENT

- i) 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

The Owner shall employ, at the Owners' expense, a consulting engineer registered with the Professional Engineers of Ontario:

- i) To design and submit to the Town engineering drawings and calculations in support of;
- ii) To prepare any contracts necessary for the construction of;

- iii) To obtain from municipal, provincial and federal authorities any approvals necessary for;
- 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;
- v) To have a stormwater management plan prepared to the satisfaction of the Town, the Essex Region Conservation Authority;
- 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 of the Town's engineer in order to insure that the Town's engineer or a representative of the Town's engineer may be on site when construction of any works is proceeding;
- vii) To maintain all records of construction of and to prepare all reports with respect to soil conditions;
- viii) To submit to the Town all required "as built" details, elevations and drawings;
- ix) To visit the site of and to co-ordinate the said works as required by the Town for any reason related to all services and other matters required under this Agreement.

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:

- i) Sanitary Systems and Storm Water Management
 - a) The Owner shall either install a separate tertiary treatment septic system for each dwelling such system to be located on the same lot in a manner and to a standard satisfactory to the Town's Chief Building Official or connect to the existing sanitary sewer on Levergood Lane in a manner satisfactory to the Town.
 - b) The Plan shall include a professionally engineered drainage system to adequately drain the property and road allowance. Eavestrough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.
 - c) The Plan shall include an engineering analysis to determine the effect of increased runoff due to the development of the site and to identify stormwater management measures, as necessary, to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm to the satisfaction of the Town and the Essex Region Conservation Authority.

- d) The Owner shall conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment and Climate Change 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.

ii) Rear Yard Drainage

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

iii) Watermains

- a) If required by the Town, the owner shall install watermains, service valves, valve chambers, fittings, blowoffs, hydrants, service connections and other appurtenances, the location of which is indicated on the said "Plan". All watermain construction and materials shall be according to the standard specifications of the Town, and to the satisfaction and approval of the Town and the Ministry of the Environment and Climate Change. A water buy-in fee of \$5200.00 payable to the Town applies to each lot created that is subject to the provisions of this agreement.
- b) Extension of a piped water supply is subject to the approval of the Ministry of the Environment and Climate Change under Section 23 and Section 24 of the Ontario Water Resources Act.

iv) Water Service and Water Service Connections

- a) The Owner will be solely responsible for water service oversizing costs, as set out in Schedule "A", Summary of Over-Sizing Costs, to this agreement.
- b) 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.
- c) Before any water services are constructed, the owner shall complete the watermains on that street and subject the watermains to the tests required by the standard specifications of the Town.

- d) Water services connections shall be constructed under the supervision of the Town of Essex Water Department and in compliance with the standard specifications of the Town and the then current by-laws, rules and regulations.
- e) All water connections are to be Type K copper 3/4" diameter single connections and in no instance shall "Y" connections be permitted.
- v) Electrical Service
 - a) The Owner shall make satisfactory arrangements with Hydro One to provide for the underground installation of all power supply lines and such other distribution equipment.
 - b) Any existing easement rights in favour of Hydro One are to be respected.
 - c) The Owner shall verify with Hydro One if any low voltage distribution lines may be affected by this development;
 - d) All hydro services shall be installed below ground in accordance with the requirements of the Town's Development Standards Manual.

vi) Easements

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

vii) Water Supply Extensions

The owner acknowledges that the inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Sections 23 and 24 of the Ontario Water Resources Act RSO 1980.

Viii) Inspection of Work

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

4. DUMPING AND REMOVAL OF DEBRIS OR FILL AND MAINTENANCE OF VACANT LOTS

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

- ii) The Owner and subsequent owners of the lots upon which no buildings have been erected shall keep the grass and weeds cut, in accordance with the Town's Weed Cutting By-law. 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. The Owner agrees that all vacant lands will be maintained in good practice in accordance with the Town Property Standards By-law and that no vacant lot will be used for the storage, temporarily or otherwise, of construction debris and other refuse.
- iii) As security for the payment to the Town for performing the work of cutting the grass, cutting the weeds and/or cleaning up any part of the site under the Town's Weed Cutting By-law, Property Standards By-law and/or any other municipal by-law, the Owner undertakes and agrees to deposit with the Town the sum of \$1,000.00.

5. DRIVEWAY APPROACHES

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

6. DEVELOPMENT CHARGES

- i) Development charges of \$8,738.00 per dwelling shall be paid by the Owner to the Town, in accordance with the Development Charges By-Law, on the date of the application for the Building Permit. The owner agrees to include in the Agreement of Purchase and Sale a clause outlining all of the development charges related to the lands herein for which the owner shall be responsible.

7. SUPERVISION AND INSPECTION OF THE WORK

- i) The consulting engineer for the Owner shall supervise the works and conduct actual field inspections of the work carried out pursuant to this Agreement. In addition the Town may at its option conduct actual field inspections of the work carried out pursuant to this Agreement and for that purpose may designate the

Town's Manager of Capital Works and Infrastructure or such other person as may be designated by the Town.

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

8. ESSEX REGION CONSERVATION AUTHORITY PERMIT

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

9. PERFORMANCE SECURITY

- i) So as to assure the performance by the Owner of the terms and provisions of this Agreement the Owner shall deposit, prior to the commencement of the installation of services for the "development" to the Town:
 - a) Cash or a letter of credit for 50% of the value of the required municipal services;

any and all interest earned on any cash deposit will be returned to the owner upon release of the Performance Security by the Town.
- ii) It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this agreement then the Town:
 - a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will fulfill the terms and conditions in respect of which the owner is in default; or
 - b) may require the person or corporation issuing the subdivision bond to fulfill the terms and conditions in respect of which the Owner is in default; or
 - c) may fulfill the terms and conditions in respect of which the Owner is in default by utilizing the cash on deposit.
- iii) 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.

- iv) The said amount of the cash or letter of credit shall be based upon the cost estimated by the Owner's engineer and shall be approved by the Town.
- v) The cash deposit or letter of credit may be reduced to the extent of the value of the work remaining as certified by the municipal engineer.

10. INDEMNITY AND INSURANCE

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

11. ACCEPTANCE OF WORK

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

12. MAINTENANCE SECURITY

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

cash or letter of credit for twenty-five percent (25%) of the value of the development.

- ii) 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.
- iii) Any and all interest earned on any cash deposit will be returned to the Owner upon release of the maintenance security by the Town.
- iv) In the event that the Owner fails to rectify any and all deficiencies, the Town:
 - a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will rectify the deficiencies; or
 - b) may require the person or corporation issuing the letter of credit to fulfill the terms and conditions with respect to the deficiencies outstanding; or
 - c) may rectify the deficiencies by utilizing the cash on deposit.

13. TENDERS

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

14. BUILDING PERMIT

No building permit will be issued for any building until such time as storm water drainage connection and hydro service have been installed.

15. GENERAL

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

16. TREES

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

17. MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE

The Ministry of Environment and Climate Change must be advised immediately should waste materials or other contaminants be discovered during the development of these

lots. If waste materials or contaminants are discovered a further approval under Section 46 of the Environmental Protection Act may be required from the Minister.

18. REALTY TAX ARREARS

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

19. AGREEMENT REGISTRATION

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

20. MUNICIPAL STREET NUMBERS AND NAMES

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

21. ASSIGNMENT

This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Town to assume the burdens and obligations imposed upon the owner under this Agreement and to undertake with the Town to observe and perform the obligations herein imposed upon the Owner.

22. BINDING AGREEMENT

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. SOLICITORS' FEES

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

24. PROVINCIAL OFFENCES ACT

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

25. ENFORCEMENT

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. NOTICE

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

Town: The Clerk
Corporation of the Town of Essex
33 Talbot Street South
Essex Ontario N8M1A8

Owner(s): Compound Holdings Harrow

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

SIGNED, SEALED AND DELIVERED

In the presence of:

THE CORPORATION OF THE TOWN OF ESSEX

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

Mayor

Clerk

We have the authority to bind the Corporation

Brian Curtis

Compound Holdings Harrow

Schedule A



Report to Council

Department: Community Services

Date: May 22, 2018

Prepared by: Cynthia Cakebread, Manager, Recreation and Culture

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services Report 2018-017

Subject: June is Recreation and Parks Month

Number of Pages: 3

Recommendation(s)/Conclusion(s)

The two (2) following recommendation are provided for Council's consideration:

1. That Community Services Report 2018-017 entitled "S June is Recreation and Parks Month" be **received** for council information; and further
2. That Council **proclaim** June as Recreation and Parks Month for the Town of Essex by adopting the following resolution:

June is Recreation and Parks Month

Mayoral Proclamation

Whereas, in the Town of Essex, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world;

And Whereas, recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self-image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles;

And Whereas, recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity;

And Whereas, parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promote stewardship of the natural environment;

And Whereas, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behaviour;

And Whereas, the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism;

And Whereas, all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities;

Therefore, I, Mayor Ron McDermott, in recognition of the benefits and values of Recreation and Parks, do hereby designate the month of June as Recreation and Parks Month in the Town of Essex.

Background

The Town of Essex has participated in the province wide initiative of proclaiming June as Recreation and Parks month since 2007 and has offered a number of programs in all areas of the community throughout the month. The Town of Essex Community Services Department will be again offering a number of exciting programs and activities in 2018 promoting active and healthy participation. This year we will be promoting everyone to embrace the theme "Play Every Day!" encouraging all members of our community to make physical activity a part of their everyday life. In addition to the many free activities already scheduled, we have

partnered with the Healthy Kids Community Challenge to offer a free Recreation and Family Swim on Sunday, June 3, 2018 from 1:00 PM to 2:30 PM.

Summary of Events

Financial Impact

There is no financial impact.

Link to Strategic Priorities

June is Recreation and Parks Month contributes to the strategic policy::

- Promote healthy and active living through recreational and cultural opportunities.

June is Recreation and Parks Month is an exciting way to increase awareness of the value and importance of recreation and parks to individuals, families and communities.

Reviewed by: Donna Hunter, Chief Administrative Officer Concur

Reviewed by: Doug Sweet, Director of Community Services Concur



Report to Council

Department: Community Services

Date: May 21, 2018

Prepared by: Jackson Tang, Assistant Manager, Business Services

Submitted by: Doug Sweet, Director, Community Services

Report Number: Community Services Report 2018-018

Subject: Results of Request for Tender - Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018

Number of Pages: 3

Recommendation(s)/Conclusion(s)

It is recommended that:

1. Community Services Report 2018-018 entitled "Results of Request for Tender – Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018 be received; and
2. Council award the Request for Tender Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018 to Gillett Roofing Inc in the amount of one hundred and four thousand, one hundred eighty one dollars and eighty eight cents (\$104,181.88) including 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 supplier to provide all materials, equipment and labour for the roof replacement and restoration of Essex Library and Essex Community Centre.

Background

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 April 04, 2018 at 3:00:00 pm.

Five Tenders were received and reviewed for arithmetic errors, completeness, legibility, revisions and irregularities. In addition, there were no apparent unbalanced prices in the Schedule of Items. The results of the submitted tender prices including applicable taxes are noted in Tables below:

Roof Replacement/Restoration for Essex Library and Essex Community Centre 2018

Name of Tenderer	Total Price including applicable taxes
Gillett Roofing Inc	\$104,181.88
Rauth Roofing Ltd	\$110,511.36
Horizon Roofing Ltd	\$110,251.86
Atlas-Apex Roofing (Kitchener) Inc	\$200,515.02
2271092 Ontario Ltd	\$119,008.32

Gillett Roofing Inc submitted the lowest compliant bid which satisfied all of the tender specifications and requirements.

Financial Impact

As per the 2018 approved capital budget, funds have been allocated towards the Essex Library and the Essex Community Centre respectively as follows:-

Description	Gillett Roofing Inc (Total Price including applicable taxes)	2018 Approved Capital Budget
Replacement/Restoration for Essex Library and Essex Community Centre 2018	\$104,181.88	\$206,000.00

The total amount of the Roof Replacement/Restoration for Essex Library and Essex Community Centre will fall within the 2018 approved capital budget.

Reviewed by: Doug Sweet, Director, Community Services

Reviewed by: John Olsen, Manager, Parks and Facilities

Reviewed by: Kate Bailey, Manager, Finance and Business Services

Department: Community Services

Date: May 22, 2018

Prepared by: Doug Sweet, Director of Community Services

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services Report 2018-019

Subject: Significant Event Status – McGregor Music Festival
Sunday June 10, 2018

Number of Pages: 2

Recommendation(s)/Conclusion(s)

The following two (2) recommendation is provided for Council's consideration:

1. That Community Services Report 2018-019 entitled "Significant Event Status – McGregor Music Festival – Sunday June 10, 2018" be **received**, and further;
2. That Council **approves** the McGregor Music Festival for Significant Event Status for the purposes of applying for their Special Occasion Permit (SOP) for their event on Sunday June 10, 2018.

Reason For Report

To obtain Council approval for Significant Municipal Event Status for McGregor Music Festival on Sunday June 10, 2018 at Co-An Park.

Background

The Alcohol and Gaming Commission of Ontario (AGCO) requires a municipality to designate a special event as 'Significant Event Status' for the purpose of those applying for liquor

licensing permits and approval, regarding their operation of liquor services during their event. In order for the AGCO to issue the permits allowing the sale of liquor during events on municipal property, they require the municipal designation. The AGCO regulations also state that this designation must be secured annually for the organization to obtain a Special Occasion Permit.

Town Administration and the Special Events Resource Team (SERT) Committee (which also has AGCO representatives on the committee) have reviewed the request and have no objection to declaring Significant Event Status for this event.

Financial Impact

None applicable.

Link to Strategic Priorities

- Enhance Economic Development activities focusing on tourism, commercial, residential, and industrial growth.

Reviewed by: Donna Hunter, Chief Administrative Officer

Concur



Report to Council

Department: Infrastructure and Development

Date: May 22, 2018

Prepared by: Jackson Tang
Assistant Manager, Business Services

Submitted by: Chris Nepszy, P.Eng., PE
Director, Infrastructure and Development

Report Number: Infrastructure and Development Report 2018-08

Subject: Results of Request for Tender -
Southwest Branch of Shepley Drain

Number of Pages: 3

Recommendation(s)/Conclusion(s)

It is recommended that:

1. Infrastructure and Development Report 2018-08 entitled "Request for Tender Results – Southwest Branch of Shepley Drain be received; and
2. Council award the Request for Tender – Southwest Branch of Shepley Drain to Rudak Excavating Inc., in the amount one hundred ninety five thousand, three hundred and seventy six dollars and seventy five cents (\$195,376.75) including applicables taxes.
3. Council approve to transfer the underspent amount of \$119,633 from the 2017 Operating Budget – Roads – Municipal Drainage to the 2018 Operating Budget – Roads – Municipal Drainage.

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 to construct the subject works.

Background

The subject works consists generally of the supplying of all materials, labour and equipment to repair and improve the covered drain from its crossing under Snake Lane upstream to the north side of Gore Road.

A Request for Tender following the guidelines as set out in the Town's Procurement By-Law Number 1043 were posted both on the Town's website and Merx, and closed at 3:00:00 pm on April 18, 2018.

The Tenders were reviewed by Rood Engineering Inc. for arithmetic errors, completeness, legibility, revisions and irregularities. In addition, there were no apparent unbalanced prices in the Schedule of Items and Prices. A Tender Evaluation Report submitted by Rood Engineering Inc. is attached. The results of the submitted tender prices are noted in Tables below:

Request for Tender – Southwest Branch of Shepley Drain

Bidder Name	Total Amount including applicable taxes
Rudak Excavating Inc.	\$195,376.75
Murray Mills Excavating and Trucking (Sarnia) Ltd.	\$212,978.23
Jeff Shepley Excavating Ltd.	\$220,896.02
Rivard Excavating and Bulldozing Ltd.	\$226,890.40

Bidder Name	Total Amount including applicable taxes
Sheway Contracting (Windsor) Ltd.	\$241,633.69
Nevan Construction Inc.	\$257,188.22
SheaRock Construction Group Inc.	\$324,614.40
Silson Excavation and Trucking Inc.	Disqualified (Failure to supply mandatory documentation)

The lowest bid from Rudak Excavating Inc. met all the tender specifications. They have also indicated a relatively short start up and completion time for this project.

Financial Impact

All costs associated with the preparation of the report and construction will be paid for by the landowners contributing surface water to the drainage scheme. The municipality is responsible for all municipal own lands and roads within the water shed boundary. The costs associated with the municipal portion of the works will be funded through the approved 2018 Operating Budget – Roads – Municipal Drainage.

Reviewed by: Chris Nepszy, Director, Infrastructure and Development

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

Reviewed by: Dan Boudreau, Manager, Operations and Drainage

Reviewed by: Kate Bailey, Manager, Finance and Business Services

VIA email

April 23rd, 2018

Corporation of the Town of Essex
Attn: Jackson Tang,
Assistant Manager Business Services
33 Talbot Street South
Essex, Ontario
N8M 1A8

Dear Jackson:

**SOUTHWEST BRANCH OF SHEPLEY DRAIN
(Geographic Township of Colchester South)
Project No. REI2015D035
Town of Essex, County of Essex**

Tenders for the above noted project closed on Wednesday April 18th and were opened shortly afterwards by the Town. The documents were emailed to our office and reviewed. Eight (8) Tenders were received for this project but one was disqualified and the acceptable ones may be summarized as follows:

ITEM No.	CONTRACTOR	TENDER AMOUNT (excl. H.S.T.)	START DATE	COMPLETION DATE
1.	Rudak Excavating Inc.	\$ 191,997.60	2 wks.	4 wks.
2.	Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$ 209,294.65	2 wks.	5 wks.
3.	Jeff Shepley Excavating Ltd.	\$ 217,075.50	4 wks.	4 wks.
4.	Rivard Excavating & Bulldozing Ltd.	\$ 222,966.20	12 wks.	6 wks.
5.	Sherway Contracting (Windsor) Ltd.	\$ 237,454.50	2 wks.	6 wks.
6.	Nevan Construction Inc.	\$ 252,740.00	8 wks.	4 wks.
7.	SheaRock Construction Group Inc.	\$ 319,000.00	4 wks.	4 wks.

All of the Contractors have provided a Bid Bond or equivalent in the amount of 10% of their bids.

The Rudak Excavating Inc. Tender is generally complete and accurate. The pricing for extra excavation and clear stone ordered by the Engineer are somewhat high but not expected to be significant to the project. Their price amounts to 91% of the drainage report estimate of \$210,804.00 excluding H.S.T.

The next lowest Tender of Murray Mills Excavating & Trucking (Sarnia) Ltd. at \$209,294.65, is 99% of the Engineer's Estimate. This tender also appears to be accurate and complete.

The Tenders by the other bidders all appear to be accurate and generally complete. The pricing of items in the 3 lowest tenders were reviewed in detail. Rudak has mostly the lowest prices but includes some mid pricing and high pricing of items, but nothing extreme. Generally the distribution of price ranges of the 3 lowest bidders suggests that the pricing is fair and balanced.

Based on all of the above, we would recommend that the Town enter into an Agreement with Rudak Excavating Inc. in the amount of \$216,957.29. This amount includes \$24,959.69 Harmonized Sales Tax (H.S.T.). This Tenderer for the project has indicated a relatively short start up and completion time so we expect that construction for this project should be able to commence as soon as a Contract has been completed and the Contractor can schedule its forces. Upon receipt of further instructions from the Town, we can prepare the Agreement form for the construction of the works and arrange for the Contractor and the Town to sign them based on the Contractor selected by the Town.

We trust that the above is sufficient for your purposes. Should there be any questions regarding same, please do not hesitate to contact us.

We respectfully remain,

Yours very truly,

Rood Engineering Inc.

A handwritten signature in cursive script that reads "Gerard Rood". The signature is written in dark ink and is positioned above a horizontal line.

Gerard Rood, P.Eng.

GR/



The Village of Oil Springs

Motion No. 15 May 8, 2018

Moved By: Andrea Burne-Antoine

Seconded By: Larry Wagner

THAT Council for the Village of Oil Springs supports the Town of Essex resolution regarding the offer of sale of closed school properties to municipalities for \$1.

For Recorded Vote	Y	N	A
Mayor Ian Veen			
Councillor Andrea Burns-Antoine			
Councillor Rick Powell			
Councillor Matt Strangway			
Councillor Larry Wagner			

Recorded Vote requested by:

As initialed by the presiding chair,

This Motion is: Passed 9/10 Defeated _____



CORPORATION OF THE TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306 Ingersoll, ON, N5C 3K5
Ph. 519-485-2490 • 1-888-699-3868 • Fax 519-485-2520

8.(e)iii

Moved By:

M. Keasey

Seconded By:

Marcus Ry

Date:

May 1, 2018

Resolution #:

27-05-18

"That Zorra Council supports the Town of Amherstburg resolution regarding offering closed school properties to municipalities for one dollar."

	Yea	Nay
Recorded Vote	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Lupton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Forbes	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Keasey	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Ryan	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Matheson	<input type="checkbox"/>	<input type="checkbox"/>

Carried ☒

Defeated ☐

Tabled/Deferred ☐

Mayor:

M. Lupton



MUNICIPALITY OF MACHIN

P.O. Box 249
Vermilion Bay, Ont.
P0V 2V0
(807) 227-2633 phone
(807) 227-5443 fax

May 1, 2018

Robert Auger, L.L.B.
Clerk, Legal and Legislative Services
Town of Essex
33 Talbot Street South
Essex, ON
N8M 1A8

Dear Mr. Auger:

The Council of the Municipality of Machin at its Council meeting on April 23, 2018 passed Resolution No.5 in support of the Town of Essex resolution regarding offering school property to Municipalities.

A copy of the resolution is enclosed for your information and any attention deemed necessary.

If you require any further information, please do not hesitate to contact me at (807) 227-2633 ext. 22 or clerktreasurer@visitmachin.com.

Sincerely,

Tammy Rob,
Clerk Treasurer
Cc: Association of Municipalities of Ontario
Rural Ontario Municipal Association

/ac
Encl.

MUNICIPALITY OF MACHIN

NO. 5

MOVED BY: Gord

April 23, 2018

SECONDED BY: Linda

PECUNIARY INTEREST declared by: _____ before
Business discussed, and to be recorded in the minutes.

THAT Machin Council accept the support resolution from The Corporation of the
Town of Amherstburg as presented:

THAT a letter BE SENT in support of the Town of Essex's resolution regarding offering closed
school properties to municipalities for one dollar as follows:

"THAT the Town of Essex send a request to the Association of Municipalities of Ontario
(AMO), ROMA and all other municipalities in Ontario requesting that when school
boards make decisions to close schools, that they have to offer the building to the local
municipality for a dollar"

"DEFEATED"

MAYOR

"CARRIED"


MAYOR

DIVISION VOTE

YEAS	NAME OF MEMBER OF COUNCIL	NAYS
	Drew Myers, Mayor	
	Linda Anderson, Councillor	
	Gord Griffiths, Councillor	
	Ron Kujansuu, Councillor	
	Joe Ruete, Councillor	
	TOTAL	

CARRIED BY: _____
LOST BY: _____



BUREAU ADMINISTRATIF / ADMINISTRATION OFFICE
948 est, chemin Pleasant Corner Road East
Vankeek Hill, Ontario (K0B 1R0)

613-678-3003
(fax) 613-678-3363

April 24, 2018

Mr. Robert Auger, L.L.B.
Clerk, Legal and Legislative Services
Town of Essex
33 Talbot Street South
Essex, ON N8M 1A8

Dear Mr. Auger,

RE: Offering School Properties to Municipalities

At its meeting of April 10, 2018, the Champlain Township Council resolved to support the Town of Essex's Resolution No. R18-01-013 (endorsed by the City of Hamilton) sent to the Association of Municipalities of Ontario (AMO) and the Rural Ontario Municipal Association (ROMA) requesting that when schools boards make decisions to close schools that they have to offer the building to the local municipality for a dollar.

A copy of resolution 2018-165 is attached for your records.

Yours truly,

A handwritten signature in blue ink, appearing to read "Alison Collard".

Alison Collard
Clerk

cc: Honourable Kathleen O. Wynne, Premier
Mr. Grant Crack, M.P.P., Glengarry-Prescott-Russell
Mr. Gary McNamara, President, AMO
Mr. Ronald Holman, Chair, ROMA

Attach.

/da



TOWNSHIP OF CHAMPLAIN

RESOLUTION

Agenda Number: 13.8
Resolution Number 2018-165
Title: Town of Essex - Offering School Properties to Municipalities
Date: April 10, 2018

Moved By: Pierre Perreault
Seconded By: Helen MacLeod

BE IT RESOLVED THAT the Resolution of the Town of Essex dated January 15, 2018 (endorsed by the City of Hamilton) sent to the Association of Municipalities of Ontario (AMO) and the Rural Ontario Municipal Association (ROMA) requesting that when schools boards make decisions to close schools that they have to offer the building to the local municipality for a dollar, be endorsed.

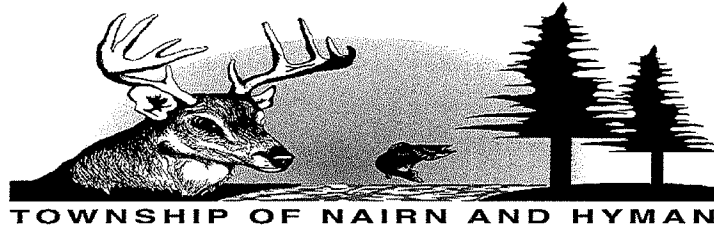
CARRIED

Certified True Copy of Resolution

Alison Collard April 19, 2018

Alison Collard, Clerk

Date:



64 McIntyre Street • Nairn Centre, Ontario • P0M 2L0 ☎ 705-869-4232 📠 705-869-5248
Established: March 7, 1896 Office of the Clerk Treasurer, CAO E-mail: nairncentre@personainternet.com

May 7, 2018

Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

RE: User Pay Childcare Services at AMO and FCM Conferences

Dear Sir/Ms:

Please be advised our Council adopted the following resolution at their meeting of April 23, 2018:

USER PAY CHILDCARE SERVICES AT AMO AND FCM CONFERENCES
RESOLUTION # 2018-5-93

MOVED BY: Riet Wigzell

SECONDED BY: Katherine Bourrier

RESOLVED: that council supports the resolution adopted by the Town of Essex, dated March 5, 2018 requesting that the Association of Municipalities of Ontario and the Federation of Canadian Municipalities be requested to offer user pay childcare services at conferences during conference hours.

CARRIED

Sincerely Yours,

Robert Deschene,
CAO-Clerk-Treasurer
RD/lc
cc: Town of Essex

May 8, 2018

Robert Auger
Clerk, Legal and Legislative Services
Town of Essex
33 Talbot Street, South
Essex, ON N8M 1A8

Dear Mr. Auger;

Re: Resolution No. 2018-0072 – User Pay Childcare Services at Conferences

Please be advised that Council for the Town of Halton Hills at its meeting of Monday, April 16, 2018, adopted the following Resolution:

Resolution No. 2018-0072

WHEREAS the Town of Essex Town Council passed a motion on March 5, 2018 requesting that the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) to offer user pay childcare services at conferences during conference hours for elected and municipal officials when they attend with their families;

AND WHEREAS FCM already offers childcare services at conferences during conference hours;

AND WHEREAS the Council for the Town of Halton Hills wishes to support this request to offer user pay childcare services for AMO Conferences.

THEREFORE BE IT RESOLVED that Council for the Town of Halton Hills supports the Town of Essex motion with respect to requesting the Association of Municipalities of Ontario (AMO) to offer user pay childcare services at conferences during conference hours;

AND FURTHER THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), Town of Essex, Town of Milton, Town of Oakville, City of Burlington and Region of Halton.

CARRIED

Enclosed is a copy of Resolution No. 2018-0072 for your information.

If you have any questions, please contact Suzanne Jones, Town Clerk for the Town of Halton Hills at 905-873-2601 ext. 2331 or suzannej@haltonhills.ca.

Yours truly,



Renée Brown
Deputy Clerk – Legislation & Elections

:enclosure

- c. Association of Municipalities of Ontario (AMO)
 - Troy McHarg, Town Clerk, Town of Milton
 - Vicki Tytaneck, Town Clerk, Town of Oakville
 - Angela Morgan, City Clerk, City of Burlington
 - Graham Milne, Regional Clerk, Region of Halton



THE CORPORATION
OF
THE TOWN OF HALTON HILLS

Moved by: Clair A. Somerville Date: April 16, 2018
Councillor C. Somerville

Seconded by: Mayor Johnson Resolution No.: 2018-0072

15B

WHEREAS the Town of Essex Town Council passed a motion on March 5, 2018 requesting that the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) to offer user pay childcare services at conferences during conference hours for elected and municipal officials when they attend with their families;

AND WHEREAS FCM already offers childcare services at conferences during conference hours;

AND WHEREAS the Council for the Town of Halton Hills wishes to support this request to offer user pay childcare services for AMO Conferences.

THEREFORE BE IT RESOLVED that Council for the Town of Halton Hills supports the Town of Essex motion with respect to requesting the Association of Municipalities of Ontario (AMO) to offer user pay childcare services at conferences during conference hours;

AND FURTHER THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), Town of Essex, Town of Milton, Town of Oakville, City of Burlington and Region of Halton.



Mayor Rick Bonnette

CLERK'S DEPARTMENT

May 8, 2018

Town of Essex
33 Talbot Street South
Essex, Ontario
N8B 1A8



Dear Mr. Auger:

RE: AMO and FCM Conferences offer user pay childcare services at conferences during conference hours.

I acknowledge receipt of your correspondence regarding the above noted subject and wish to advise that, in accordance with our present policy, your correspondence was forwarded to the Members of West Lincoln Council for their review.

There was no specific request by a Member of Council for this item to be placed on a Committee agenda for support or endorsement, therefore, according to Township policy; no further action will be taken.

Yours truly,

A handwritten signature in black ink that reads "Joanne Scime".

Joanne Scime
Deputy Clerk

JS/bh



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

Telephone (705) 384-5316

Fax (705) 384-7874

Email: deputyclerk@sundridge.ca



April 27, 2018

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

Attention: Lynn Moroz

Dear Ms. Moroz,

Please be advised that Council for the Village of Sundridge passed a resolution at its meeting on March 28, 2018, supporting The Town of Essex in its petitioning efforts that the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) be requested to offer user pay childcare services at conferences during conference hours.

A copy of Resolution #2018-285.12 has been included for your reference.

Sincerely,

Nancy Austin
Deputy Clerk



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

Telephone (705) 384-5316

Fax (705) 384-7874

Email: admin@sundridge.ca

Village of Sundridge Council Resolution
March 28, 2018
Item 6(E.6)

6 (E.6) Town of Essex - User Pay Childcare Services at AMO and FCM Conferences

Resolution #2018-285.12

That the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) be requested to offer user pay childcare services at conferences during conference hours; and

That this resolution be circulated to all Ontario municipalities.

As approved by Consent Resolution

Resolution #2018-285

Moved By: Russell Becker

Seconded By: Don Richardson

That Items listed as Consent Items for March 28, 2018 and the recommendations contained therein be adopted as Resolutions of Council except that Item 6(C.3) is moved into Committee of the Whole; and

That any Items for which pecuniary interest has been declared are deemed not to have been voted on or discussed by the individual making the declaration.

Carried.



Town of Amherstburg
c/o Paula Parker, Municipal Clerk
271 Sandwich Street South
Amherstburg Ontario
N9V 2A5

To the Mayor and Council of the Town of Amherstburg,

Due to the shared boundary line between Essex and Amherstburg at McGregor, the Essex Municipal Heritage Committee (EMHC) wishes to inform you of an upcoming heritage event that seeks to promote and communicate the history of McGregor.

The EMHC, in collaboration with the Marsh Collection Society, will host "McGregor News" –a presentation that will explore the first 25 years of the Village of McGregor on **Thursday, May 31 at 6pm at the McGregor Community Centre, 9571 Walker Road.**

All interested persons are invited to attend this free event and join retired librarian, Nancy Brown, as she discusses the origins of the Village, along with the events, industries, and people who shaped this thriving community.

A tour of neighbouring historic St. Clement's Church will also be available. Participants are asked to meet outside the Church at **9567 Walker Road at 5pm.**

Refreshments will be provided before and after the heritage talk and material from both the Marsh Collection and the Town of Essex will be available for purchase at the door. Donations to support the restoration efforts at St. Clement's Church are also encouraged and can be made at the time of the tour.

We hope to see you there!

Yours truly,

Good afternoon,

We are excited to share with you the Erie St. Clair LHIN's (ESC LHIN) latest publication, *Getting Better*. This community publication highlights the positive changes that the ESC LHIN and our health care partners are making locally and gives the reader practical information on services available locally.

To view or download this publication, visit:

<http://www.eriectclairhin.on.ca/NewsRoom/Newsletters%20-%20Folder%20Listing.aspx>

I encourage you to share *Getting Better* with your staff, board, clients, and patients. If you would like printed copies to be sent to you, or you have any additional feedback about the publication, please contact me directly.

Thank you,

Julie Franchuk,

Communications & Issues Management Specialist

Erie St. Clair Local Health Integration Network

Réseau local d'intégration des services de santé d'Érie St-Clair

Telephone/Téléphone: 1-866-231-5446 ext.3215

Fax/Télécopieur: 519-351-9672

Web Sites/Sites Web: www.eriectclairhin.on.ca |

www.healthcareathome.ca/eriectclair

Connect with us/Connectez-vous avec nous:



We strive to keep the ESC LHIN a scent safe environment./Le RLISS d'Érie St-Clair s'efforce d'offrir un milieu sans parfum.

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Ministry of
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Office of the Minister

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www.ontario.ca/transportation

Ministère des
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Bureau de la ministre

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77, rue Wellesley Ouest
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transport



MAY 07 2018

M2018-458

His Worship Ron McDermott
Mayor
Town of Essex
33 Talbot Street South
Essex ON N8M 1A8

Dear Mayor McDermott:

Thank you for your letter regarding the widening of Highway 3 between Essex and Leamington. I appreciate the opportunity to respond.

Ontario remains committed to finishing our plans to widen Highway 3 between Windsor and Leamington to four lanes. The project from Essex to just west of Leamington is listed in the 2017-2021 Southern Highways Program under Planning for the Future. Funding will be considered in the context of other provincial infrastructure investment priorities.

In the meantime, we are continuing engineering work through the Town of Essex. The updated preliminary design for Highway 3 through the Town of Essex received environmental clearance in January 2017 for a Transportation Environmental Study Report (TESR) addendum to the 2006 study. The work currently underway for this project includes finalizing the alignment, assessing environmental impacts, identifying utility conflicts and determining structural, geotechnical, grading and drainage requirements.

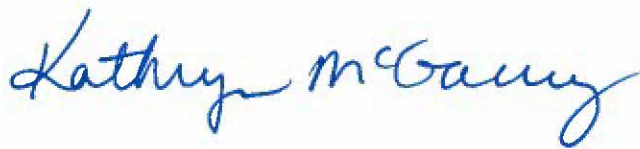
As a result of the TESR addendum, the ministry agreed that it is mutually beneficial to proceed with the easterly extension of Hanlan Street and entered into an agreement with the town. The town has initiated the Municipal Class Environmental Assessment for the planning of the extension. The extension is proposed as part of the residential development of adjacent lands and will accommodate the redistribution of traffic resulting from the future Highway 3 improvements. The proposed extension will provide an alternative east west corridor, connecting the Essex urban area to the county road network and to the existing Highway 3 and Gosfield Townline Road (County Road 23) intersection.

.../2

I appreciated meeting you and the delegation from Essex County at OGRA last month. We are interested to learn more about the innovations in the agriculture industry that are enabling increased output of the numerous greenhouses in the area, in addition to the noted industry growth in the Leamington area. As discussed, I encourage you to meet with staff in our West Region offices, so my ministry can better understand these changes to the industry and the impact it will have on commercial traffic in the area. The growth can certainly be taken into account as we work to prioritize this corridor among other expansion projects across the province.

The ministry takes public safety very seriously. Maintaining and improving safety on provincial highways is our number one priority. Ministry staff will continue to work with the town and all stakeholders as we continue to move this project forward. Please feel free to contact Robert Mount, Senior Project Engineer, at Robert.Mount@ontario.ca or by phone at 519-873-4555.

Sincerely,



Kathryn McGarry
Minister

c. The Honourable Steven Del Duca, MPP, Vaughan

**Ministry of
Transportation**

Office of the Minister

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MAY 07 2018

M2018-458

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Mayor
Town of Essex
33 Talbot Street South
Essex ON N8M 1A8

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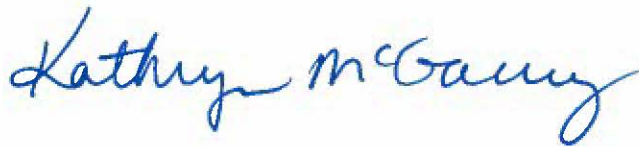
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The ministry takes public safety very seriously. Maintaining and improving safety on provincial highways is our number one priority. Ministry staff will continue to work with the town and all stakeholders as we continue to move this project forward. Please feel free to contact Robert Mount, Senior Project Engineer, at Robert.Mount@ontario.ca or by phone at 519-873-4555.

Sincerely,



Kathryn McGarry
Minister

c. The Honourable Steven Del Duca, MPP, Vaughan

Ministry of Transportation
Office of the Regional Director
West Region

659 Exeter Road
London, Ontario N6E 1L3
Telephone: (519) 873-4333
Facsimile: (519) 873-4236

Ministère des Transports
Bureau du directeur régional
Région de l'Ouest

659, chemin Exeter
London (Ontario) N6E 1L3
Téléphone : (519) 873-4333
Télécopieur : (519) 873-4236



May 4, 2018

M2018-1521

Mr. Tom Bain
Essex County Warden
County of Essex
360 Fairview Avenue West
Suite #314
Essex ON N8M 1Y6

Dear Mr. Bain:

Thank you for your follow up letter to the Honourable Kathryn McGarry, Minister of Transportation regarding your discussions at OGRA and for providing additional information about industry growth in Essex County. I appreciate the opportunity to respond on behalf of the minister.

Following our meeting at OGRA in February, staff have reviewed both traffic volumes and safety on Highway 3. Traffic growth on Highway 3 has generally been below two percent per year, over the past 10 years. The traffic volumes in this section of Highway 3 are below the estimated forecast for 2017 in the Preliminary Design and Environmental Assessment Study completed in 2006. The overall collision rate for Highway 3 remains below the provincial average.

To ensure that our traffic forecasting takes into account the latest information, the ministry is currently undertaking the development of a province-wide passenger and freight travel demand forecasting model. The model will provide MTO with a new tool for forecasting and analysis that will take into account the expected industry growth in this area. The model is currently in the testing and validation phase and is expected to be ready for use later this year. It would be helpful to have more details and evidence of commercial growth in the agri-industry in Essex County so we can consider this appropriately to run traffic modelling and priority setting. Such information has the potential to influence provincial priorities.

Ontario remains committed to finishing our plans to widen Highway 3 between Windsor and Leamington to four lanes. The project from Essex to just west of Leamington is listed in the 2017-2021 Southern Highways Program under Planning for the Future.

.../2

Funding will be considered in the context of other provincial infrastructure investment priorities, and the noted growth and innovations in the agri-industry would be a factor that could influence program priorities.

In the meantime, we are continuing engineering work through the Town of Essex. The updated preliminary design for Highway 3 through the Town of Essex received environmental clearance in January 2017. The work currently underway for this project includes finalizing the alignment, assessing environmental impacts, identifying utility conflicts and determining structural, geotechnical, grading and drainage requirements, through the Town of Essex.

The ministry is working to initiate a design assignment to update the Preliminary Design and Environmental Assessment Study completed in 2006 and complete the design for the section from Essex Road 23 to 1.1 km east of Essex County Road 34. The ministry is also working on determining property requirements through this section which will enable us to initiate property acquisition.

The ministry also plans to do work on Highway 3 from Essex Road 34 to Highway 77 in Leamington. As shown in the 2017-2021 Southern Highways Program, construction would begin between 2019 and 2021. This work would include resurfacing the highway and does not include widening the highway.

I encourage you to continue the dialogue with staff in our West Region office, so we can better understand these changes to the industry and the impact it will have on commercial traffic in the area. Please contact Michael Nadeau, Manager of Engineering, at 519-873-4373 or Michael.Nadeau@ontario.ca if you would like to discuss this project in more detail.

The ministry takes public safety very seriously. Maintaining and improving safety on provincial highways is our number one priority. Ministry staff will continue to work with the County and all stakeholders as we continue to move this important project forward.

Sincerely,



Neil Zohorsky, P.Eng.
Regional Director
West Region

c: Mayor Aldo DiCarlo, Town of Amherstburg
Mayor Ron McDermott, Town of Essex

Mayor Nelson Santos, Town of Kingsville
Mayor Ken Antaya, Town of LaSalle
Mayor John Paterson, Municipality of Leamington
Mayor Gary McNamara, Town of Tecumseh
Taras Natyshak, MPP, Essex
Rick Nicholls, MPP, Chatham-Kent-Essex



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Tél. : 416-325-0408
MCSCS.Feedback@ontario.ca

MC-2018-1124

May 8, 2018

Mr. Eli El-Chantiry
Chair
Ontario Association of Police Services Boards
180 Simcoe Street
London ON N6B 1H9

Dear Mr. El-Chantiry:

I am pleased to share with you that Bill 175, the *Safer Ontario Act, 2018*, received Royal Assent on March 8, 2018.

The *Safer Ontario Act, 2018*, repeals and replaces Ontario's *Police Services Act*, amends the *Coroners Act*, and creates, for the first time, the *Missing Persons Act, 2018*, and the *Forensic Laboratories Act, 2018*. It also creates new legislation related to the oversight of police, including the *Police Oversight Act, 2018*, the *Ontario Policing Discipline Tribunal Act, 2018*, and the *Ontario Special Investigations Unit Act, 2018*. These statutes fall under the purview of the Ministry of the Attorney General.

Passing this legislation is a momentous step for our government. It represents the first comprehensive review of the *Police Services Act* since 1990 and the largest policing transformation in a generation. The changes support our goal to build a proactive, sustainable and effective model of policing in Ontario.

The *Police Services Act, 2018*, will modernize our approach to community safety by mandating municipalities to undertake local community safety and well-being planning, improve police oversight, transparency and accountability, enhance civilian governance and respond to the needs and realities of Ontario's diverse communities.

The majority of provisions in the *Police Services Act, 2018*, will come into force on January 1, 2020. Sections 32 and 77 of the Act, related to constituting First Nation police service boards, will come into force on January 1, 2019. Until this time, the current legislative framework of the *Police Services Act* remains in force.

I want to thank the Ontario Association of Police Services Boards for advocating on behalf of your members and for recommending changes to help achieve our shared goal of a safer Ontario. I am pleased that we were able to work together to address some of the issues you previously raised and included in your submission to the Standing Committee on Justice Policy.

.../2

Mr. Eli El-Chantiry

Page 2

Recognizing that police service boards play an important role in establishing policies governing police in their communities, we amended the legislation to enable boards to make policies with respect to the deployment of members of the police service while being prohibited from developing policies or providing direction on the conduct of specific operations or specific investigations. This authority will support police service boards in providing strong and consistent civilian governance over policing in local communities and across the province.

In response to your position on collective agreement negotiations, an amendment was made to enable legal counsel and advisors to the bargaining committee and to the police service board to conduct bargaining sessions on behalf of the bargaining committee and police service board. This amendment will provide police service boards and bargaining committees increased flexibility and choice in relation to who participates and conducts bargaining sessions.

Additionally, to enhance good governance and accountability, board members will be required to complete training associated with governance before they exercise their board responsibilities. Board members will also be required to complete training that promotes and recognizes the diverse, multiracial and multicultural character of Ontario society, and the rights and cultures of First Nation, Inuit and Métis peoples.

I look forward to working together to develop the regulations required to bring these changes into effect and continuing our dialogue to ensure that Ontario's approach to policing aligns with community needs.

Thank you again for your support and ongoing efforts to build safer, stronger communities in Ontario.

Sincerely,



Marie-France Lalonde
Minister



April 24, 2018

Town of Essex
33 Talbot Street South
Essex ON
N8M 1A8



RE: Invitation to join the "Preferred Autonomous Vehicles Test Corridor"

Mayor & Members of Council:

I am writing to you today to invite you to be a part of OGRA's Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO) initiative for controlled testing of Autonomous Vehicles (AVs). Under this initiative, we are calling for the creation of a seamless and well-coordinated "Preferred AV Test Corridor", stretching from Windsor to Ottawa. Through this initiative, our aim is to help attract (and retain) AV-related industry and talent in Ontario, which in turn can become a catalyst in helping provide unparalleled socio-economic benefits for all municipalities involved. A more detailed report of the initiative is attached.

OGRA is requesting the following call-to-action by municipalities in Ontario:

1. Identify One (1) municipal point of contact who will be responsible to spearhead all AV-related activities for your municipality, and:
2. Identify the Preferred routes within your municipality

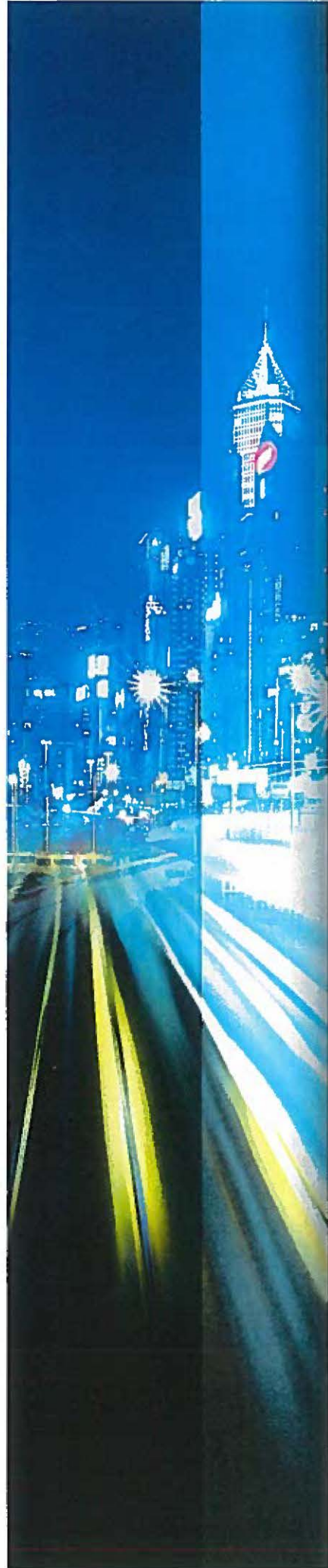
We respectfully request that your council pass the following resolution:

That the _____ of _____ participate in OGRA's Autonomous Vehicle initiative and that this matter be referred to staff to develop a list of preferred routes with the municipality.

On behalf of OGRA thank you for your consideration of this request. Should you have any follow-up questions, please feel free contact myself or Fahad Shuja at Fahad@ogra.org.

Kind regards,

J. W. Tiernay
Executive Director
Ontario Good Roads Association
E: Joe@ogra.org



MACAVO

Municipal Alliance for Connected and Autonomous Vehicles in Ontario

INITIATIVE DETAILS: *Preferred Autonomous Vehicles' Test Corridor*



An Ontario Good Roads Association Initiative

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Executive Summary

Ontario Good Roads Association, through its Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO¹), has embarked on an initiative for controlled testing of Autonomous Vehicles (AVs). Under this initiative, OGRA is calling for the creation of a seamless and well-coordinated "Preferred AV Test Corridor", stretching from Windsor to Ottawa. Through this initiative, our aim is to help attract (and retain) AV-related industry and talent in Ontario, which in turn can become a catalyst in helping provide unparalleled socio-economic benefits for all municipalities involved.

OGRA is working closely with a number of key Ontario municipalities, who have already collectively identified over two-thousand centreline kilometres of Preferred roads for the testing of AVs. By extending the invite to all jurisdictions, OGRA is hereby requesting the municipalities to, each:

- i. Identify One (1) municipal point of contact who will be responsible to spearhead all AV-related activities for your municipality, and
- ii. Identify the Preferred roads within your municipality and send the KML file to Fahad Shuja (Fahad@ogra.org)

1. Autonomous Vehicles (AVs) – a Critical Consideration

The topic of AVs has certainly gained exponential momentum in recent years. Just a few years ago, AVs were generally thought of as a "Jetsons Era" concept – i.e. not happening anytime soon. Fast-forward to today and every major auto-manufacturer is investing heavily in this technology. Not only that, we are also witnessing innovative technology start-ups as well as partnerships arising between the tech and automotive sectors. From OGRA's perspective, our mandate is to support our municipal members when we notice important shifts on the horizon. This particular shift due to AVs is perhaps as big as, if not bigger than, the transition from horses to "horseless-carriages" (i.e. cars) in early 20th century. And since these vehicles are going to be very much part and parcel of our municipal roadways, it is critical for all Ontario municipalities to start exploring AVs with a very serious lens. It is no longer an issue of "if" AVs will arrive, but only a matter of "how soon".

2. Ontario Good Road Association's (OGRA's) Support to-Date

OGRA has been monitoring the AV sector for the past several years. We have also been active in keeping our municipal members up-to-date with global/local activities in the AV sector. In no particular order:

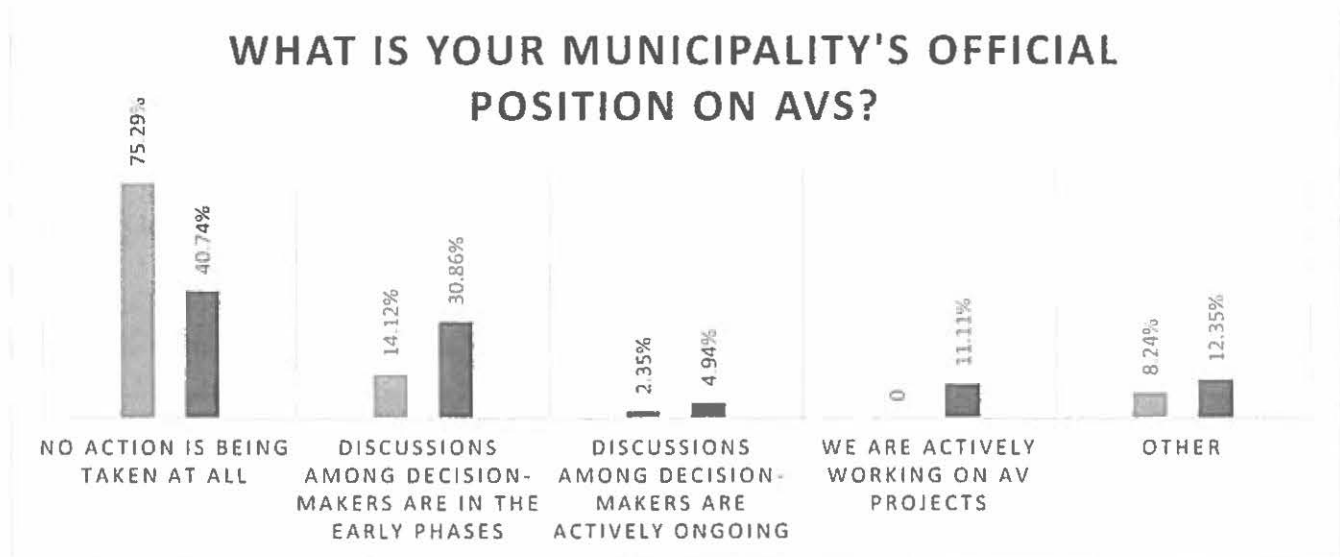
- We published a whitepaper, called "The Roadmap for Autonomous Vehicles in Ontario, Canada"²,
- We have carried out various (no cost) webinars, bringing forward important AV-related topic/ideas,
- We have conducted two major surveys since 2016 to understand municipal progress on AVs,



- We have provided municipal-focused recommendations to the Ontario Ministry of Transportation (MTO) as part of their ongoing dialogue regarding updates to the Pilot AV Regulation 306/15³,
- We have established a dedicated group called "Municipal Alliance for Connected and Autonomous Vehicles in Ontario" (MACAVO), comprising of many of Ontario's forward-looking municipalities that are interested in furthering the testing and deployment of AVs on their local roads.

OGRA is very encouraged by the level of support received on this AV topic from municipalities to-date. We conducted our first cross-municipal survey in late 2016, and then repeated many of the same questions again in another similar survey in early 2018. Approximately 100 municipalities participated in each of these surveys. Within a span of about 14 months, we've seen significant shifts in favour of AVs. Here are some results for your consideration:

LEGEND:



PLEASE NOTE FROM ABOVE CHART: In 2016, over 75% of municipalities indicated having taken no action. This number has significantly changed now – only about 40% of municipalities have not taken any action. Additionally, internal discussions have gone up from 14% to over 30%. Also note that Active Projects have gone from 0% in 2016 to over 11% in early 2018.

³ Link <https://www.ontario.ca/laws/regulation/150306>

ARE YOU CONSIDERING CONNECTED AND/OR AUTONOMOUS VEHICLES IN YOUR LONG-TERM (3+) YEAR PLANNING?



PLEASE NOTE FROM ABOVE CHART: In 2016, around 18% of municipalities were addressing AVs/CVs in their long-term planning. That number has now nearly doubled to over 35%.

3. A Major New Initiative

The AV sector is at a critical boiling point now. There is a tremendous amount of activity across the globe in order to develop and enhance the associated technologies, very rapidly. Ontario is particularly very well-positioned to not only take part in this early part of AV revolution, but perhaps to even be among the leaders. Besides having a strong auto-manufacturing sector in our own backyard, we also have multiple tech sector hubs that are already doing some fascinating work in the field of AVs. In addition to that, two years ago, Ontario became the first jurisdiction in Canada to have created an AV Pilot Regulation 306/15. Needless to say, we now have all the important ingredients in place to take Ontario to the next level of AV race.

As OGRA's next major initiative, we have started working to help create a seamless, well-coordinated "Preferred AV Test Corridor", spanning from Windsor and all the way to Ottawa. This initiative is being driven through OGRA's new MACAVO group, which is primarily comprised of leaders from various municipalities. If the vision for this Preferred Corridor can be materialized (through your support), it will be the first municipal coordination of its kind in the entire world. That title itself can be an important feather in Ontario's hat, which can act as a powerful catalyst for uplifting Ontario's and Canada's profile on the global AV stage.

At materialization, this Preferred Corridor has the potential to provide "at least" 800 kilometres of dedicated testing opportunities to AVs authorized to operate in Ontario through MTO⁴. Besides being the first in the world, there are a number of other opportunities that come along with this initiative:

- Ability to attract and retain talent within Ontario and Canada,
- Ability to establish local policies that allow for seamless flow of AV traffic (as opposed to each jurisdiction having different standards),
- Ability to collectively test critical infrastructure technologies along the Preferred Corridor,
- Ability to pool funds together and carry out large exercises that couldn't be done single-handedly,
- Ability to work closely and directly with AV stakeholder groups (e.g. auto-manufacturers, tech sector, education sector, and more) and solving problems together,

- Ability for municipalities to work together in order to learn/grow together in the new AV world,
- Ability to collectively educate the citizens – an extremely important element for AV deployment,
- Ability to become a model of collaboration for the other Provinces of Canada, and
- Lots more!

All-in-all, establishing a clear, Preferred AV Test Corridor is an excellent way for Ontario to become an integral part of AV testing and deployment in the world.

4. Action Required to be a Part of the “Preferred AV Test Corridor” + Key Milestones

At this stage, OGRA is simply requesting all interested municipalities to highlight⁵ as many Preferred local/private roads as possible. A number of municipalities have already conducted this exercise, and OGRA is pleased to share that we have already received over two-thousand (2,000+) kilometres of municipal Preferred roads for consideration towards the Windsor-Ottawa Corridor.

Following are the initial set of milestones for this initiative:

1. [Ongoing] Each participating municipality to identify One (1) employee⁶ for their municipal AV file. This individual should be in a position to take information from MACAVO/OGRA and share it efficiently with all internal stakeholders within the municipality.
2. [Ongoing] Each participating municipality to identify ALL roads (or sections thereof) where they are comfortable in allowing testing of SAE Level 4 and Level 5 AVs (table on page 8) – i.e. no driver required. Once identified, the Preferred roads to be shared with OGRA as a “KML” file⁷, by sending the file to Fahad@ogra.org.
3. [Ongoing] OGRA to put together an aggregate⁸ of all municipal Preferred road selections onto a digital map.
4. OGRA to propose a Preferred, seamless Corridor to participating municipalities, likely through a face-to-face meeting before the end of summer 2018.
5. OGRA to initiate active discussions with all AV stakeholders to bring various testing and collaboration opportunities to the participating municipalities.

OGRA has also put together a detailed set of Frequently Asked Questions (FAQs), in APPENDIX A.

⁵ OGRA recommends that this Preferred roads' highlighting be done in strategic collaboration with stakeholder municipal employees.

⁶ Today, this selected individual can be anyone from the Mayor to Transportation/Planning Director. The key element is to install in individual who can take actions on behalf of the municipality on AV initiatives.

⁷ Can be easily created using industry-standard GIS program(s) like ESRI and ArcGIS, which most municipalities already use for their day-to-day activities. If KML file cannot be produced, simply send the scanned, hand-marked map to OGRA and we will convert it to a digital file.

⁸ The map will not be shared publicly at this stage. It will be used as a key tool to collaborate with municipalities to generate a seamless route.

SAE level	Name	Narrative Definition	Execution of Steering and Acceleration/Deceleration	Monitoring of Driving Environment	Fallback Performance of Dynamic Driving Task	System Capability (Driving Modes)
Human driver monitors the driving environment						
0	No Automation	the full-time performance by the human driver of all aspects of the dynamic driving task, even when enhanced by warning or intervention systems	Human driver	Human driver	Human driver	None
1	Driver Assistance	the driving mode-specific execution by a driver assistance system of either steering or acceleration/deceleration using information about the driving environment and with the expectation that the human driver performs remaining aspects of the dynamic driving task	Human driver and system	Human driver	Human driver	Some driving modes
2	Partial Automation	the driving mode-specific execution by one or more driver assistance systems of both steering and acceleration/deceleration using information about the driving environment and with the expectation that the human driver performs all remaining aspects of the dynamic driving task	System	Human driver	Human driver	Some driving modes
Automated driving system ("system") monitors the driving environment						
3	Conditional Automation	the driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task with the expectation that the human driver will respond appropriately to a request to intervene	System	System	Human driver	Some driving modes
4	High Automation	the driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task even if a human driver does not respond appropriately to a request to intervene	System	System	System	Some driving modes
5	Full Automation	the full-time performance by an automated driving system of all aspects of the dynamic driving task under all roadway and environmental conditions that can be managed by a human driver	System	System	System	All driving modes

5. Preference of Testing on Municipal Roads vs. Highways

The AV technology, to-date, is being tested primarily in secluded areas, which has been extremely helpful. That said, it is now time to allow these vehicles to interact on local roadways in a very coordinated manner. Primary reason for this is the fact that in order for this technology to prosper, and to bring about exponential socio-economic benefits to our citizens and businesses, a level of trust has to be developed through interactions. The AVs must learn to co-exist in our increasingly multi-modal society, alongside pedestrians, cyclists, transit, and much more. There is no better way to teach this integration to AVs besides giving them an opportunity to be tested in real-world situations. And by having dedicated Preferred Corridor(s), it will be exponentially more cost-effective for municipalities to focus their attention and be involved.

OGRA also envisions having the Preferred Corridor run through Ontario's Provincial Highways, but only as a secondary option when no municipal roadway is available for the given location. While Highway testing is very important, many of the human-AV interactions happen on local streets, and therefore it is important to give preference to municipal roads first.

6. Cost to Join the Preferred Corridor

OGRA intends for this Preferred Corridor exercise to be open to all municipalities and therefore there is no financial contribution required by the supporting municipalities. All OGRA requires for now is your initial highlighting of locally Preferred roads (and/or road sections).

7. Thoughts on Expanding the Preferred Corridor

OGRA's ultimate vision is to continue expanding this exercise to connect all corners of the Province. Therefore, even if a municipality does not fall within the Windsor-Ottawa stretch, OGRA's invitation to join still is very much open! Essentially, if your municipality is located in Ontario, we are hereby inviting you to engage with us in this exercise.

8. Your Support Matters

It is in OGRA's DNA to keep eyes on emerging technologies and support Ontario's municipalities as best as we can through initiatives, policies, and education. We feel this is a very historic moment for Ontario and Canada, and would like to encourage you to come and support OGRA in this promising initiative. In order to get started, all you need is to identify your locally Preferred roads.

Should you have any questions, please contact Fahad Shuja at OGRA, at Fahad@ogra.org.

APPENDIX A

Frequently Asked Questions (FAQs)

Q. What is “Level 4” and “Level 5”?

A. These are the highest possible levels of automation. The wording has been adopted from the Society of Automotive Engineers (SAE). At Level 4 and 5, the vehicle is not only driving by itself (like “Kitt” from Knight Rider), but it does not even require a steering wheel.

Q. What is the difference between “AVs” and “CVs”?

A. “AVs”, by definition, are designed by auto manufacturers to act like perfect human drivers, and they dutifully follow the rules of the road. They have sensors and software installed within the vehicle to allow for complete navigation from point A to B. “CVs” (or Connected Vehicles) are those that have some sort of communication channels with infrastructure, road users, other vehicles, pedestrians, etc. By definition, AVs do not need to also be CVs, and vice versa. At this stage, it is important to get the testing properly done for AVs, as they pose the most risk to those around them. Ultimately, the best results can be achieved when AVs are also talking to each other and are “Connected”. If you need further clarification, please contact OGRA.

Q. Do AVs require mandatory updates to the infrastructure?

A. No. AV manufacturers are actively working to allow the AVs to operate without specific infrastructure upgrades. As long as the road network is in compliance with Ontario’s Minimum Maintenance Standards (MMS), O. Reg 239/02, AVs should be able to navigate on Ontario’s existing municipal roadways.

Q. How much of the road network (by %) should be selected as Preferred for L4/5 testing?

A. Anything above 10% of entire road network should be a very good start.

Q. When marking up Preferred roads for Level 4/5 Corridor within our municipality, should we avoid roads around hospitals and schools?

A. We had previously suggested to exclude roads around schools, hospitals, and any other critical areas; however, since then we’ve been approached by some municipalities who feel that these same areas are where many accidents happen due to human error, and therefore can benefit greatly from AVs. Based on that feedback, we would like pull back our initial suggestion of excluding those areas, and would like to leave the decision entirely with your level of comfort.

Q. “Can we update/add/delete the Preferred road selections after the first submission?

A. Absolutely. This first run is a preliminary exercise to get the ‘brain juices’ flowing! None of the routes are to be carved in stone yet at this early stage.

Q. In selecting the Preferred roads, should we limit ourselves to paved roads only?

A. No. At this stage, nothing is off the table. Please mark out any possible road(s) that you prefer for L4/5 testing in your jurisdiction

Q. Would it be beneficial for the municipalities to provide locations of supporting infrastructure, such as EV charging stations, rest areas?

A. You are one step ahead of us, and that's great! Yes. Going forward, once the Preferred Corridor is in place, the next exercise will likely be to start requesting MACAVO to identify key infrastructure within their local jurisdictions.

Q. Is the Preferred Corridor going to be only for passenger vehicles, or can it be used for others traffic as well (such as freight trucks, transit lines, etc.)?

A. We are not limiting this exercise to any particular type of vehicle. However, if you will ONLY ALLOW a certain kind of vehicle then we will need to know that at some point in the near future.

Q. Are there plans to connect the Preferred Corridor to Northern and Southern Ontario as well?

A. Absolutely. While our initial Preferred Corridor highlight is Windsor-to-Ottawa route, the door is wide open to all municipalities to get involved. We would like to connect as many jurisdictions as possible.

Q. How are municipalities handling liability and insurance in the event an accident occurs on a municipal roadway?

A. As part of Ontario's AV Pilot Regulation 306/15⁹, MTO requires that any test vehicles carry a \$5M insurance. Testers can't test without it.

Q. Are there concerns with AVs being tested on roadways with cycling infrastructure?

A. A big part of this Preferred Corridor will be to allow AVs to interact with multi-modal traffic + civilians. We will of course have to be extra careful in situations where AVs are expected to operate very close to this kind of traffic. This is very much a learning exercise for everyone. The computer must be trained with all possible scenarios. The more it "knows", the more it will be able to better navigate and save lives.

Q. What will happen if there is an accident involving these vehicles during the testing? Will the Municipality be required to get involved and how will the insurance work?

A. Today, there is a void in rules regarding this, and one big reason why OGRA has taken on the task to create the Preferred Corridor. We need to start these discussions. Being at the table will help pave the way for amicable solutions.

Q. When are other (non-municipal) stakeholders going to be engaged as part of this exercise?

A. OGRA is already in communications with a number of stakeholders from private sector, auto manufacturing, technology solutions, educational institutes, and more. Active engagement with these (and any other) stakeholders can begin as soon as at least one Windsor-Ottawa municipal Preferred Corridor has been established.

Q. Our municipality is new to this exercise. What should we be doing next to participate?

A. Most participating municipalities have now identified ONE (1) representative who will be the point-person on the AV file for their respective jurisdiction. We would like to recommend that you start by identifying the right individual who will represent your municipality's interests in the AV discussions. Furthermore, most participating municipalities have started to hold internal meetings with local staff

⁹ Link <https://www.ontario.ca/laws/regulation/150306>



and/or stakeholder municipal departments to start identifying ALL possible roads (and/or sections thereof) where they are comfortable in testing Level 4/5 AVs. We don't recommend creating a town-hall type setting; instead, it is important to engage handful of municipal employees in key departments who will ultimately have to deal with AVs in one way or another. At this stage, it is about Quality individuals over Quantity.

Finally, some municipalities have nearly completed identifying their first draft of L4/5 roads, and are looking to share their selections with OGRA. Those municipalities are encouraged to send in their KML files to Fahad@ogra.org.

Q. When is the next MACAVO meeting scheduled?

A. Our last meeting took place in Brampton, on March 26th, 2018. Next meeting date is not yet set. Being fully cognizant of the costs associated with travel to/from meetings, our aim is to carry out meetings only when critical decisions are to be made as a group. Our aim is to utilize remote communications (such as webinars, screen-sharing etc.) as much as possible, in order to help minimize costs of our municipal members. We are estimating that another meeting will be required somewhere near the mid or end of summer 2018.

Q. I want to make sure I identify the right representative from my municipality. Who should I select?

A. Yes, it is critical that you identify the right person to represent your jurisdiction. The primary individual from your municipality should have the professional authority to go back and set wheels in motion. As an example, some of the typical job titles you can expect to interact with through OGRA's MACAVO group include, Transportation Directors/Planners, Mayors, Councillors, and more. On that note, if you feel that you have sufficient political/managerial authority to make change, but require technical assistance to answer any road-related questions that may come up, then please connect yourself with a technical support staff.

FOR IMMEDIATE RELEASE

Municipalities Create Alliance to Actively Promote Connected and Autonomous Vehicle Testing and Integration within our Communities

OAKVILLE, Ontario, November 17, 2016 – Connected Vehicles (CVs) and Autonomous Vehicles (AVs) are coming much faster than originally estimated. Ontario was the first province in Canada to create a Regulation (Reg. 306/15) allowing AVs to be piloted on its roads. With this regulation in place, municipalities across Ontario must prepare for the imminent arrival of CVs and AVs. In an effort to have all jurisdictions work together, and to help facilitate this co-ordination, Ontario Good Roads Association (OGRA) has organized the Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO), best pronounced “Muh-Kay-Vo”.

MACAVO is to bring forward-looking Ontario municipalities together to facilitate CV/AV research, testing and integration within their respective jurisdictions. This provides MACAVO members the opportunity to learn from each other and develop a synchronized set of logistics, policies, and communication channels to help the CV/AV industry move forward in Ontario, while integrating with municipal services.

The first official MACAVO meeting took place on August 9, 2016 and was attended by municipal transportation leaders from: City of Barrie; City of Brampton; Region of Durham; City of Elliot Lake; County of Essex; City of Hamilton; Town of Lakeshore; York Region; and others. The City of Stratford has since joined MACAVO as well. Stratford is particularly an amazing inspiration for the MACAVO team because of the great work that the city has already done in welcoming various technologies. Several other Ontario municipalities have also expressed interest in joining in the near future.

“We openly invite all Ontario municipalities who are prepared to start researching, testing and integrating these technologies in some capacity, to join MACAVO”, said Thomas MacPherson, York Region Manager of Transportation Asset Management and Chair of MACAVO. “Efforts across the province need to be co-ordinated to maximize the long-term benefits that CVs and AVs can provide our communities. At MACAVO, we are ready to work with all CV and AV stakeholders, including: the automobile industry; young entrepreneurs; the education sector; and local, provincial, and federal governments.”

Robert Burlie, P. Eng. and President of OGRA said, “... It is estimated that 50% of all vehicles on our roads will be fully autonomous in the next 15 years and assist all municipalities who are making substantial efforts to improve road safety and ease traffic congestion. This technology is improving so rapidly that there will certainly be other benefits to all our communities and municipalities in Ontario, and will allow our roadways to be completely transformed for better use by pedestrians, cyclists, public transit, vulnerable users and vehicles.”

“Not many people are aware that OGRA played a pivotal role in assisting Ontario’s municipalities in transitioning from horses to automobiles. We see a very similar shift in transportation taking place today, with the move toward connected and driverless automobiles” said Joe Tiernay, OGRA’s Executive Director. “Only this time, the positive effects are expected to be even greater than before, and we want to make sure we are standing alongside our member municipalities, supporting them as they prepare for this historic transition”

MACAVO is hereby requesting the automobile industry, as well as all other CV/AV stakeholders to come forward to begin the collaboration process. In the coming months, MACAVO will set up a work-plan to help drive the team forward with achievable, short- and long- term goals and objectives for CVs and AVs.



**Minister of
Seniors Affairs**

6th Floor
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**Ministre des Affaires
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April 2018

Dear Friends:

June is Ontario's 34th annual Seniors' Month. This year's theme, "Now's the time to start something new," highlights how aging does not prevent any of us from leading fulfilling lives. Seniors continue to contribute to our community and we can all benefit from their wisdom, friendship, and experience.

To help spread the word, we have enclosed a copy of this year's poster in English and French. If you would like additional copies, please send an email to infoseniors@ontario.ca and indicate the quantity you require and your full mailing address. Posters are available while quantities last.

Finally, I continue to encourage everyone to celebrate Seniors' Month by hosting an event in your community. For more information about programs and services that are available to help seniors lead a healthy, active, and engaged life over 65, please visit our new website ontario.ca/AgingWell.

Thank you for your continued support and for celebrating Ontario's seniors.

Sincerely,

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

Dipika Damerla
Minister

Enclosure



Essex Municipal Heritage Committee (EMHC)

Regular Meeting Minutes

Town of Essex Municipal Building, 33 Talbot Street South, Large Meeting Room – Thursday

April 26, 2018 - 5:00 PM

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

1. Roll Call

Present: Deputy Mayor Richard Meloche, Chair
Claudette Gauthier, Vice - Chair
Laurie Kowtiuk
Joseph Lucas
Megan Meloche
Phil Pocock
Fred Groves

Also Present: Rita Jabbour, Assistant Planner
Sarah Girard, Planning Assistant

Regrets: Linda Iler

2. Declarations of Conflict of Interest

None.

3. Adoption of Published Agenda

- a) Thursday, April 26, 2018 Regular EMHC Meeting Agenda
Moved by Fred Groves
Seconded by Megan Meloche
(HC18-04-10) That the published agenda for the April 26, 2018 EMHC meeting, be adopted as presented.
"Carried"

4. Adoption of Minutes

- a) March 29, 2018 EMHC Meeting
Moved by Joseph Lucas
Seconded by Laurie Kowtiuk
(HC18-04-11) That the minutes of the March 29, 2018 Regular EMHC Meeting, be adopted as circulated.

“Carried”

5. Public Presentations

Elise Harding-Davis –Presentation on the Lost Cemeteries of Essex County

Rita informs the Committee that Elise Harding-Davis, the scheduled presenter, could not attend. She states that Jason Leung, a student from Academie St. Cecile, will be presenting in her place.

Rita explains that Jason and fellow students have been working with Harding-Davis to document the lost black cemeteries of Essex County. She states that the first three cemeteries they are focusing on are all within the Town of Essex.

Jason Leung explains the proposal. He states that the purpose of the project is to record and publish a digital map of the “lost cemeteries” of Essex County with a focus on Black cemeteries.

He states that geography and history students are using geo-technologies to record the headstones found in some of the black cemeteries as the first stage of the project. He explains that each headstone will be surveyed with information regarding location, family name, date of death, the condition of the headstone and a short paragraph to explain the place and context of the cemetery and interned person.

H explains that this project is significant because it will create permanent online reference of the cemeteries and will honour and acknowledge the contributions of the local black communities to the region.

Rita explains that the GIS system currently only provides a location of the known cemeteries in Essex. She states that it does not go into depth about location of interned persons or interesting historical facts.

She states that the Committee is available to help with any portion of the project.

Deputy Mayor, Richard Meloche, thanks Jason and his fellow classmates for initiating the project.

Megan Meloche asks if the project will continue until all cemeteries are surveyed.

Jason states that it will.

Fred Groves thanks Jason for taking on the project and being involved in local history. He asks what made him decide to do this.

Jason states that a driver for the project was Black History Month. He states that his teacher got the idea after reading an article about the lost cemeteries of Essex County. He states that it is a collaborative effort between the history and geography class. He explains that the geography class is working with GIS software and that they want to use it to preserve history.

Rita states that when completed, the project will be hosted on the Town of Essex website.

She asks Jason if he discovered anything interesting he would like to share.

Jason states that the Gilgal cemetery located along County Road 11 only appears to have three headstones but there might actually be as much as 300 people buried there.

Rita states that this information will also be helpful when conducting an archaeological master plan.

Deputy Mayor Richard Meloche suggests a continued partnership with the Town on this project.

6. Unfinished Business

a) Greater Marketing and Public Education about Heritage – Ongoing

Rita asks the Committee if they are aware of any upcoming events they can promote heritage material at.

Fred Groves states that the presentation on the lost black cemeteries was a good example of how youth can be engaged in local history.

Deputy Mayor Richard Meloche asks if the youth can be nominated for a heritage award.

Megan Meloche states that there might be awards available through the Ontario Heritage Trust.

Deputy Mayor Richard Meloche states that the Town will be hosting an event in Colchester again in July similar to the Colchester 225.

b) Marsh Collection Presentation

Rita states that the details regarding the evening with the Marsh Collection has been finalized. She explains that the event will be held on Thursday May 31 at the McGregor Community Centre with the main presentation beginning at 6pm.

She states that St. Clements has agreed to conduct a tour of the Church to any interested persons commencing at 5pm.

Rita states that she has contacted the Amherstburg Heritage Committee inviting them to the event as well.

- c) PA Day Heritage Programming –Ongoing
- d) Cemeteries –Ongoing
- e) Listing– Ongoing
- f) Heritage Designation and Interpretive Plaque Unveiling–Ongoing
- g) Designation By-law Revisions–Ongoing
- h) Section 33 (15) of the Ontario Heritage Act –Ongoing
- i) 98 Talbot Street South –Ongoing
- j) Heritage Property Standards By-law –Ongoing
- k) Master Plan for Heritage –Ongoing
- l) Cultural and Archaeological Mapping –Ongoing

7. Reports from Administration

None.

8. Correspondence

None.

9. New Business

a) 2018 Heritage Summer Student

Rita informs the Committee that Elise Geschiere has been hired as the Heritage summer student for 2018. She states that Elise served as the summer student in 2016 and 2017 and is thus very familiar with ongoing projects and relevant legislation.

She states that Elise will be working on a plaque for Harrow and the Colchester reef, continuing her research into potential heritage conservation districts and an archaeological master plan and will assist with general planning matter as they arise.

Fred Groves asks if all the shipwrecks can be identified on the Colchester reef plaque.

Rita states that she will ask Elise to determine if that is possible.

Megan Meloche suggests that a presenter who can speak on the shipwrecks be incorporated as part of the events in Colchester in July.

Fred Groves suggests Mike Drexler.

Adjournment

Moved by Megan Meloche

(HC18-04-12) That the meeting be adjourned at 5:45pm.

“Carried”

Next Meeting Date – Thursday May 31, 2018 at 5pm, Meet at St. Clement’s Church, 9567 County Road 11 for tour, and later the McGregor Community Centre for Marsh Collection Presentation at 6:00pm.

Chair

Secretary-Treasurer

Notices of Motion

15.1 Councillor Bondy

RE: Idling By-Law

That Council ask Administration to review and bring back a draft bylaw which limits the idling of vehicles in the Town of Essex.

15.2 Councillor Bondy

RE: Traffic Signal at the corner of Erie and King Street

That Administration be requested to bring back a report on the possibility of a traffic signal at the corner intersection of Erie and King Streets in Ward Four.

15.3 Councillor Voakes

RE: Outdoor Café in the Downtown Core of Essex Centre

That Council discuss opportunities to put outdoor cafés in the downtown core of Essex Centre with existing restaurants.

15.4 Councillor Voakes

RE: By-law Prohibiting Grass Cutting on the Road

That a by-law be drafted to prohibit residents from putting grass cuttings on the roads after the streets have been swept.

15.5 Councillor Voakes

RE: Essex Fire Department Review Cost

That Council be provided the cost for the full report of the Essex Fire Department Review.



Report to Council

Department: Chief Administrative Officer
Date: July 28, 2016
Prepared by: Tracey Pillon-Abbs, Chief Administrative Officer
Submitted by: Tracey Pillon-Abbs, Chief Administrative Officer
Report Number: CAO 2016-04
Subject: Prohibiting Excessive Idling of Vehicles
Number of Pages: 5, including attachments(s)

Recommendation(s)/Conclusion(s)

It is recommended;

1. That CAO Report Number 2016-04 entitled "Prohibiting Excessive Idling of Vehicles" be received;
2. and that Administration be directed to undertake a public education campaign to help prohibit excessive idling of vehicles and boats.

Purpose

To provide Council with information on prohibiting excessive idling of vehicles in the Town of Essex.

Background

At the regular Council Meeting held on July 18, 2016, Council held a discussion on the excessive idling of vehicles within the Town of Essex. As a result of the discussion, Council gave direction for Administration to start reviewing the possible creation of a by-law regarding excessive idling of vehicles.

Council also directed Administration to contact the City of Windsor for a copy of their by-law identifying idling and to have discussions concerning best practices in connection with the development of an idling by-law.

Harmful criteria air contaminants (CACs) are released into the air when vehicles are idling. The CACs include both greenhouse gases and air pollutants, which are a contributor to air quality. By turning off vehicle engines, air quality can be improved in addition to saving money on gas.

Natural Resources Canada notes on its website (www.nrcan.gc.ca) that idling for over 10 seconds uses more fuel and produces more carbon dioxide (CO₂) emissions compared to restarting a vehicle engine.

It is up to local municipalities to regulate excessive idling of vehicles. However, the Ontario Highway Traffic Act (HTA) does allow for idling of vehicles for the purpose of defrosting and scraping windshields in winter conditions.

In 2001, the City of Windsor was one of the first municipalities in Ontario to enact a by-law to prohibit the excessive idling of vehicles. The by-law also includes boats and commercial vehicles. The by-law was a response from citizen surveys conducted as part of an Environmental Master Plan recommendation to help improve air quality.

Since 2009, the City of Windsor's 311 call centre has received 157 service requests for idling vehicles. Between the period of 2009-2015, 85 requests were referred to By-law Enforcement.

On June 20, 2016, the City of Windsor approved an amendment to their 2001 by-law for the reduction of the permitted idling time from 5 minutes to 3 minutes, which was a recommendation by Natural Resources Canada in 2005. The by-law is enforceable on both public and private property, city wide.

The fine for excessive idling is \$100 under Part 1 of the Provincial Offences Act (POA). In the case of a repeat offender, an officer has the option of proceeding by way of Part III information under the POA and, upon conviction, the offender is liable to pay a fine of not more than \$5,000.

The Windsor amendment also exempts vehicles from idling while obeying traffic control devices, within the traveled portion of a drive-through lane and in loading zones.

Discussion

Administration agrees that any steps taken to improve air quality will be beneficial to the environment. Better air quality will also help reduce the potential adverse health risks to vulnerable populations.

However, Administration is concerned that this issue should be a topic of regional concern, similar to the approach taken for Smoke Free Public Spaces, in partnership with the Windsor-Essex County Health Unit (WECHU), under the Smoke-Free Ontario Act.

As part of the City of Windsor approval of the amended by-law in 2016, a motion was passed to approach all surrounding municipalities for their consideration as part of a possible regional standard. To date, the other Essex County municipalities have not moved forward with anti-idling by-laws. However, the City of Windsor has the greatest capacity toward improving local air quality due to the volume of vehicle traffic occurring within the City boundary.

The Town of Essex currently does not have the staffing capacity to be proactive with the enforcement of an idling by-law. One of the main challenges of the enforcement is that an OPP officer or a By-law Enforcement Officer must be present during the entire duration of the infraction.

An alternative approach to a by-law would be to undertake a public education campaign. In order to change driver behaviour, key tips could be promoted to help improve air quality and could include:

- Turning off engines if vehicles are going to be parked (except in traffic, drive-through lanes, etc
- Warming up cars by driving rather than idling the engine
- Using a remote car starter sparingly
- Using a block heater on cold winter days to warm the engine before starting it

- Asking business owners to post signage on their property to turn off engines
- Promoting new vehicle technology, such as automatic shut-down/start-up devices that can be installed in older vehicles or included as a purchase option in new vehicles

Administration could be directed to prepare an anti-idling campaign which could be promoted through signage, advertisement and social media. The campaign could include boats, motor vehicles and commercial vehicles on both private and public lands.

A Town of Essex Fleet Services Policy could also be prepared by Administration to actively promote idle reduction of municipal vehicles. Further, when vehicles are due for replacement, a Policy could set out requirements to purchase hybrid vehicles or ultra-fuel-efficient cars and trucks.

However, if Council should support prohibiting excessive idling of vehicles through enforcement, a by-law would need to be approved, much like the one referenced from the City of Windsor.

Administration could be directed to prepare a draft by-law for Council consideration at a future meeting. The by-law would include the following:

- Definitions
- Temperature exemptions
- Vehicle and location exemptions (emergency vehicles, tow trucks, drive-through lane, etc)
- Permitted idling time
- Fines
- Signage
- Enforcement

Administration would also recommend that public consultation be held in order to obtain feedback on the draft by-law.

If a by-law is approved, prior to any charges being laid, new short form wording and set fine amounts need to be prepared and sent to the Ministry of the Attorney General's Office for approval.

Financial Impact

There is no financial impact at this time.

If Council directs a public education campaign, it is anticipated that there would be a minor budget impact related to advertisement costs, as most of the information can be shared through social media.

If Council directs the preparation of a draft by-law, it is anticipated that there would be a budget impact related to advertisements and expenses for the public open houses.

If Council approves a by-law, it is anticipated that there would be a significant budget impact related to staffing, enforcement, signage and public education of the by-law.

Link to Strategic Priorities

Prohibiting excessive idling of vehicles is linked to Strategic Priority #6, "promote a healthy, safe and environmentally conscious community".

Reviewed by:

Donna Hunter, Director of Corporate Services and Treasurer - Concurr

Chris Nepszy, Director, Infrastructure & Development – Concurr

Doug Sweet, Director, Community Services – Concurr

Richard Arnel, Fire Chief - Concurr

The Corporation of the Town of Essex

By-Law Number 1701

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

The Comprehensive Zoning By-Law for the Town of Essex

Whereas By-law Number 1037 is the Town’s Comprehensive Zoning By-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Essex;

And whereas the Council of the Corporation of the Town of Essex deems it expedient and in the best interest of proper planning to amend By-law Number 1037;

Now therefore the Corporation of the Town of Essex enacts as follows:

- 1. That subsection 1, of Section 28, of By-law 1037, is hereby amended by adding the following paragraph:
“39. For the lands known municipally as 214 Maidstone Avenue West, the following uses are additional permitted uses:
a). One (1) single detached dwelling and accessory structures subject to the provisions of subsection 14.1, Residential District 1.1 (R1.1).

ZDM 3”
- 2. That Zoning District Map number 3 be amended accordingly
- 3. This bylaw shall come into force and take effect on the date of its passing thereof by Council.

Read a first and second time and provisionally adopted on May 7, 2018.

Mayor

Clerk

Read a third time and finally passed on May 22, 2018

Mayor

Clerk

Schedule A

Description of Zoning Bylaw Amendment for 214 Maidstone Avenue West

Amendments to Zoning By-law 1037 will be considered for the property at 214 Maidstone Avenue West.

A location map is attached.

The subject property is currently zoned Manufacturing District 2.1 (M2.1) for general Industrial uses, under the Town of Essex Zoning Bylaw, Bylaw 1037 and is designated "Industrial" under the Town's Official Plan. Due to the size and location of the land, the property would be better suited for a residential use. The subject property is +900 square metres (+10,400 square feet) in total lot area and is 30 metres (100 feet) wide. It is currently vacant.

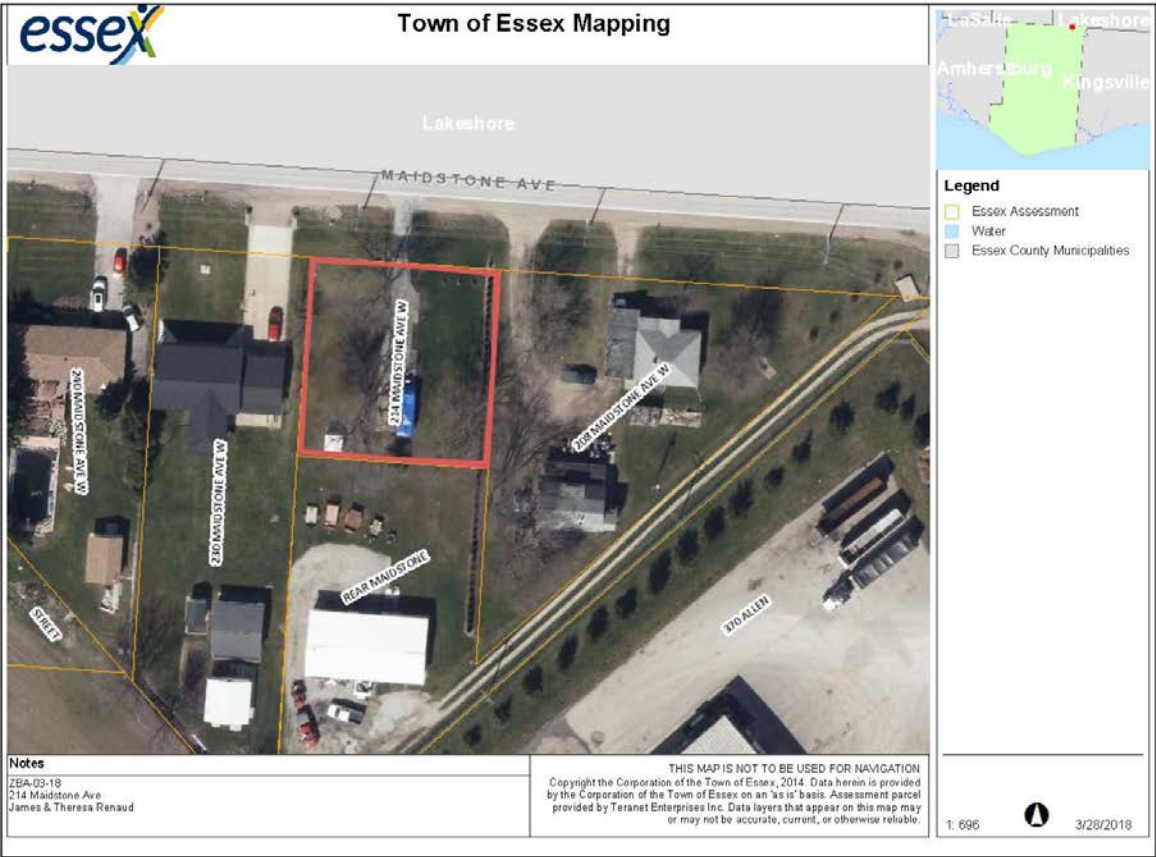
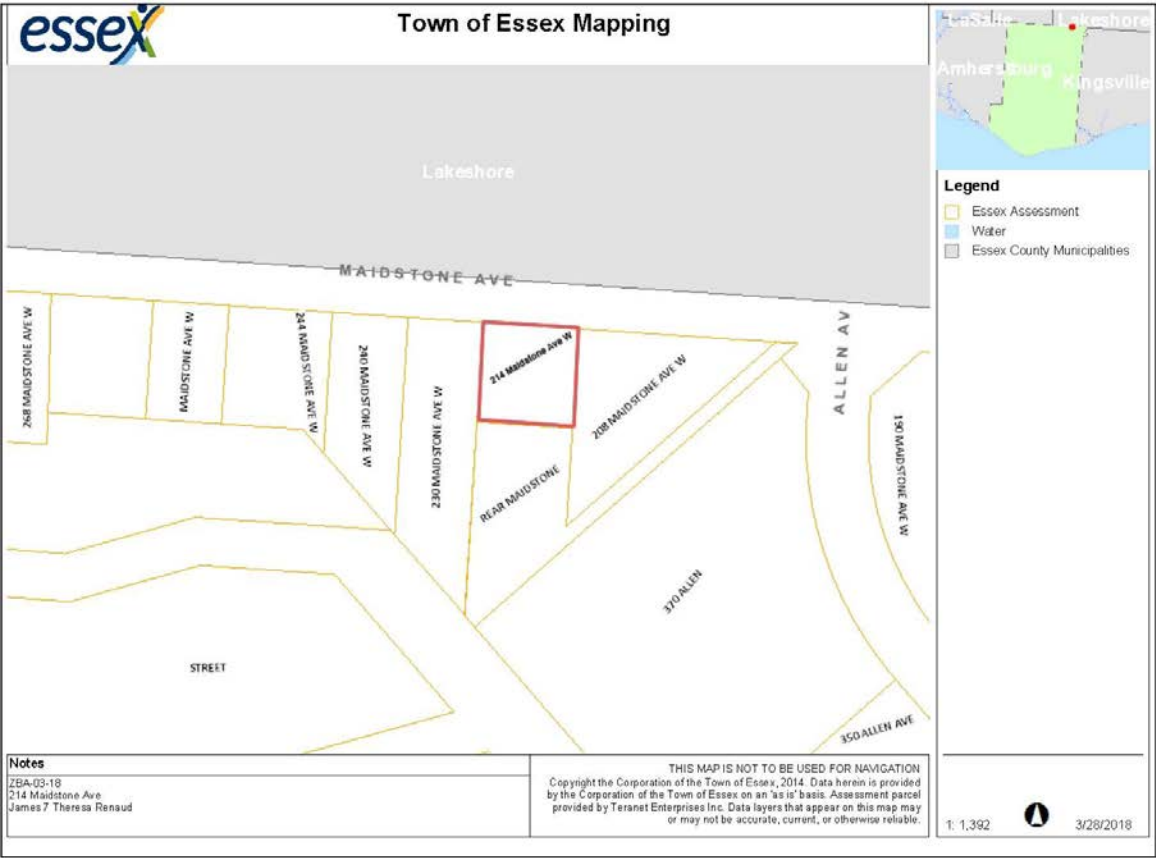
The purpose of this application is to add supplementary permitted uses over the property to permit the construction of one (1) single detached dwelling and accessory structures.

When purchased in 2009, the subject lands included a single detached dwelling which was subsequently demolished due to its poor condition. The registered owners purchased this property with the intentions of building a new single detached dwelling. A single detached dwelling is not a permitted use under the M2.1 zoning. Therefore, the applicants are proposing this rezoning.

The dwelling and structures would conform to the permitted uses and building regulations for single detached dwellings and accessory structures under the Residential District 1.1 (R1.1) zoning category for low density housing on urban lots. R1.1 zoning regulations are attached.

All of the abutting properties to the west of the subject lands are designated R1.1. Sanitary, storm and water services are available along the Maidstone Avenue frontage. Access is by way of Maidstone Avenue West.

Schedule B – Key Map



The Corporation of the Town of Essex

By-Law Number 1704

Being a by-law to confirm the proceedings of the May 7, 2018 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 May 7, 2018 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 May 7, 2018 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 May 7, 2018.

Mayor

Clerk

Read a third time and finally passed on May 22, 2018.

Mayor

Clerk

The Corporation of the Town of Essex
By-Law Number 1706
Being a by-law to authorize an agreement
between:
Her Majesty the Queen in Right of Ontario
as represented by the Minister of
Community Safety and Correctional
Services (the “Province”)
-and-
The Corporation of the Town of Essex (the
“Recipient”)
-and-
Essex Police Services Board (the “Board”)

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas, the Province established the Community Policing Partnerships (CPP) Program as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.

And Whereas the Province, by way of the Ontario Transfer Payment Agreement (the “Agreement”) attached hereto as Schedule “A” to this By-Law Number 1706, wishes to continue to support the activities of the Board by providing funds to the Recipient to support the Boards budget to maintain the increased number of sworn officers for enhanced police visibility through policing activities such as increased community patrols, enhanced traffic enforcement, school outreach programs and drug and crime enforcement.

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

1. That the Mayor and Clerk be authorized to sign the Agreement attached as Schedule “A” to this By-Law Number 1706.
2. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on May 22, 2018.

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

City of Essex

(the "Recipient")

- and -

Essex Police Services Board

(the "Board")

BACKGROUND

- A. In 1998, the Province established the Community Policing Partnerships (CPP) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board's budget to maintain the increased number of sworn officers of the for enhanced police visibility through policing activities such as increased community patrols, enhanced traffic enforcement, school outreach programs, and drug and street crime enforcement.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

3.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the

Broader Public Sector Accountability Act, 2010 (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Community Safety and Correctional Services**

Date

Name: Oscar Mosquera
Title: Manager, Program Development Section

**Town of
Essex**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

Essex Police Services Board

Date

Name:
Title:

I have authority to bind the Board.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province, the Recipient and the Board.

"Party" means either the Province, the Recipient or the Board

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient and the Board each represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient and the Board will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of

the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province, the Recipient and the Board respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$60,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee, Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: 33 Talbot Street South , Essex, ON N8M 1A8 Fax: Email: rmcdermott@essex.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Manager of Legislative Services/Clerk Address: 33 Talbot Street South , Essex, ON N8M 1A8 Fax: Email: rauger@essex.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: 173 Brien Ave. West , Essex, ON N8M 1W2 Fax: Email: mbowmansx@hotmail.com
Canada Revenue Agency Business Number of the Recipient	108126285

Additional Provisions:

Article A8 is hereby amended by the insertion of the following section A8.3:

A8.3 Prior Written Approval. The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE "C" PROJECT

C.1 BACKGROUND

- When the CPP Program was established, its focus was to involve front-line officers in increased community patrols, enhanced traffic enforcement, school outreach programs and drug and street crime enforcement.
- Under the CPP Program, OPP municipal contract locations and municipal and First Nations police services receive funding for approximately 1,000 officers under the original program and an additional 23 under the Criminal Intelligence Initiative.
- \$30,000/officer/year is available to fund participating police services to help cover the cost of salaries, benefits and over-time. Training and equipment costs are not eligible.

SCHEDULE "D"

BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province agrees to provide amounts up to the Maximum Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line policing activities ("CPP Activities") as outlined in the original grant application.
2. The Funds shall be used by the Recipient solely for the purposes of the Board maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

June 15, 1998 Benchmark

3. The Program will continue to share the cost of increases to the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer per year for officers hired under the CPP Program and engaged in full time CPP Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final CPP Program reports from the Board as set out below. Overtime will be paid annually after the CPP Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the CPP Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE "F"

REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the CPP Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

The Corporation of the Town of Essex
By-Law Number 1707
Being a by-law to authorize an agreement
between:
Her Majesty the Queen in Right of Ontario
as represented by the Minister of
Community Safety and Correctional
Services (the “Province”)
-and-
The Corporation of the Town of Essex (the
“Recipient”)
-and-
Essex Police Services Board (the “Board”)

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas, the Province established the Safer Communities-1,000 Officers Partnerships Program as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.

And Whereas the Province, by way of the Ontario Transfer Payment Agreement (the “Agreement”) attached hereto as Schedule “A” to this By-Law Number 1706, wishes to continue to support the activities of the Board by providing funds to the Recipient to support the Boards budget to maintain the increased number of sworn officers for enhanced police visibility.

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

1. That the Mayor and Clerk be authorized to sign the Agreement attached as Schedule “A” to this By-Law Number 1707.
2. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on May 22, 2018.

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

City of Essex

(the "Recipient")

- and -

Essex Police Services Board

(the "Board")

BACKGROUND

- A. In 2003, the Province established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board's budget to maintain the increased number of sworn officers for enhanced police visibility.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Community Safety and Correctional Services**

Date

Name: Oscar Mosquera
Title: Manager, Program Development Section

**Town of
Essex**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

Essex Police Services Board

Date

Name:
Title:

I have authority to bind the Board.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province, the Recipient and the Board.

"Party" means either the Province, the Recipient or the Board

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient and the Board each represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.
- A6.0 CONFLICT OF INTEREST**
- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient and the Board will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of

the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province, the Recipient and the Board respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$70,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$ 5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: 33 Talbot Street South , Essex, ON N8M 1A8 Fax: Email: rmcdermott@essex.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Manager of Legislative Services/Clerk Address: 33 Talbot Street South , Essex, ON N8M 1A8 Fax: Email: rauger@essex.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: 173 Brien Ave. West , Essex, ON N8M 1W2 Fax: Email: mbowmansx@hotmail.com
Canada Revenue Agency Business Number of the Recipient	108126285

Additional Provisions:

Article A8 is hereby amended by the addition of the following provision A8.3:

A8.3 Prior Written Approval. The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or

ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE "C" PROJECT

C.1 BACKGROUND

- When the 1,000 Officers Program was established, approximately 500 officers were allocated to community policing duties and 500 to the six high priority areas of youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence and protecting children from internet luring.
- Of these 1,000 officers,
 - 60 were allocated to Northern and First Nations police services that are eligible to receive up to \$70,000/officer/ year.
 - For the remaining 940 officers funded under the program, municipalities (including municipal police services and OPP municipal contract locations) are eligible to receive up to \$35,000/officer/year.
- The \$70,000 and \$35,000 amounts noted above include a maximum overtime payment of \$5,000/officer.
- Salary-related costs are eligible for funding, but training and equipment costs are not.

SCHEDULE "D" BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province will provide the Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("**1,000 Officers Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Board and the Recipient solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

October 23, 2003 Benchmark

3. The Project will continue to share the cost of increases to the actual total number of sworn officers above the October 23, 2003 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Province is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Project will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay the costs of salaries, overtime and payroll benefits to a maximum of \$70,000 per officer per year for the 60 officers allocated to Northern and First Nations police services, and half of the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer per year for the remaining 940 officers hired under the 1,000 Officers Program who are engaged in full time 1,000 Officers Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient and/or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE "F"

REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the 1,000 Officers Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

The Corporation of the Town of Essex

By-Law Number 1709

Being a by-law to confirm the proceedings of the May 22, 2018 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 May 22, 2018 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 May 22, 2018 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 May 22, 2018.

Mayor

Clerk

Read a third time and finally passed on June 4, 2018.

Mayor

Clerk